

Minterest Website Terms of Use

Introduction

This website (“**Website**”) belongs to Minterest Private Limited (“**Minterest**”), and facilitates access to Minterest’s peer-to-business lending platform (“**Platform**”). These terms and conditions (“**Website Terms**”) govern your use of our Website, as a visitor.

This Website uses cookies and collects the personal data of visitors, in accordance with the terms of our Privacy Policy. These Website Terms include the terms of our Privacy Policy, which are imported herein by reference.

By visiting and remaining on this Website, you agree to be bound by these Website Terms. If you do not accept these Website Terms, you are not authorised to use or remain on this Website.

We may change these Website Terms from time to time, at our discretion. Visitors are responsible for keeping themselves updated on the latest set of Website Terms at all times.

Scope of Minterest’s Platform

Minterest is a Singapore-incorporated company that holds a capital markets services licence issued by the Monetary Authority of Singapore (“**MAS**”) to deal in securities under the Securities and Futures Act, Cap 289 (“**SFA**”). All Loans arranged via Minterest’s Platform shall be made under the “small offers exemption” as prescribed under section 272A or “private placement exemption” as prescribed under section 272B of the SFA. Minterest does not and will not perform any other activity that is regulated under any other applicable Singapore law. In particular, Loans arranged via Minterest’s Platform are excluded from the scope of the Singapore Moneylenders Act, Cap 188 and payments made by Members to the Escrow Agent to facilitate participation in a Loan Arrangement are not and shall not be deposits for purposes of the Singapore Banking Act, Cap 19.

No Investment Advice

We do not provide any form of investment advice or recommendation to any party. All data and information available on our Website is strictly for information purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation on our part to buy or sell any securities or other capital markets product or financial services.

Intellectual Property Rights

We and/or our licensors own all of the rights, including any intellectual property rights, in or to the Website and any content therein.

Licence to use Website and its Content

Subject to these Website Terms, visitors to our Website have an exclusive, non-transferable, right to view, download for caching purposes and/or print pages from the Website, strictly for their own personal use.

You are not allowed to republish, sell, rent, sub-licence, perform, edit, modify, reproduce (otherwise than for personal use), redistribute, exploit for any commercial purpose (otherwise than for the intended purposes of our Platform) any content from this Website.

Notwithstanding any provision of these Website Terms, we reserve the right, in our absolute discretion, to prohibit or block access to our Website by any party, at any time, without assigning any reason.

Acceptable Use

You may not use or allow the use of this Website:

- (a) otherwise than for the intended purpose;
- (b) for or in furtherance of any illegal or criminal activity;
- (c) in any way that may interfere with or disrupt the smooth and/or efficient operation and/or performance of the Website;
- (d) with a view to reverse engineering, altering or modifying any part of the Website, or our computer systems or protocols;
- (e) to copy, store or transmit any spyware, computer virus, Trojan Horse, worm, keystroke-logger, or other malicious software;
- (f) to facilitate the use or transmission of any robot, spider, search/retrieval programme or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure, protocols or presentation of the Website or any of its contents;
- (g) to transmit or send any unsolicited commercial communication or advertisement; or
- (h) to harass, threaten, impersonate or intimidate another person or entity.

Restricted Access

Access to certain sections of this Website may be restricted to persons who have registered or opened an account with our Platform.

User Content

In so far as you submit any information or content, whether comprising text, images or audio-visual material ("**User Content**"), to the Website, you grant us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish and distribute such User Content in any existing or future media.

In so far as such User Content contains personal data, you authorise us to collect, use, maintain and disclose such data in accordance with our Privacy Policy.

You may not submit any User Content that:

- (a) is inaccurate, false or misleading in any way;
- (b) is illegal or unlawful;
- (c) infringes the rights, including any IPR, or any party;
- (d) is harmful, threatening, abusive, harassing, tortious, defamatory, libelous, obscene or invasive of the privacy of any party; or
- (e) amounts to an unsolicited commercial communication or advertisement.

We are not obliged, but shall have the right, in our absolute discretion, to review or monitor any User Content and/to edit or remove any such User Content from our Website.

Links to other Websites

Our Website may contain links to third party websites. These links are provided solely for your convenience only and we do not endorse or accept any responsibility for any content contained therein or for any dealings that you may have with these websites.

No Warranties

Our Website is provided on an “as is” basis and we do not warrant that (a) access to the Website or any of its functionality will be timely, uninterrupted or error free, (b) defects will be corrected, or (c) the Website will be free of infection by computer viruses or other harmful or corrupting code or software or that any information or content on our Website is complete, true, accurate and non-misleading.

We reserve the right, in our absolute discretion, to vary or modify any of the features or functionality of the Website and/or to suspend or terminate the operations of the Website at any time, as we deem fit, without notice or giving any reasons.

Exclusion of liability

To the fullest extent permissible by law, we shall not be responsible or liable to any visitor to our Website for any expenses, losses, costs damages, liabilities or other consequences whatsoever that they may suffer or incur, directly or indirectly, in connection with their use of our Website, whether the cause of action is founded in contract, tort (including negligence) or other legal theory.

Without limiting the above, we shall, in no event, be liable for any direct, indirect, special, economic or consequential loss or damage, including any loss of revenue or income, loss of contracts, loss of reputation or goodwill, or loss or corruption of information or data, whether or not we have been informed of such a possibility.

Indemnity

All visitors to our Website hereby indemnify us, and our shareholders, directors, employees and agents against any costs, expenses, loss, damages or liability (including legal costs on a full indemnity basis) that may be incurred or suffered arising out of any breach of these Website Terms by them.

Governing Law

These Website Terms shall be governed by and construed in accordance with Singapore law and all visitors to the Website irrevocably submit to the exclusive jurisdiction of the Singapore courts in connection with any dispute arising out or in relation thereto.