

RESONANCE ADVISORY TERMS OF USE POLICY

Last Modified on: 19 June 2020

Hello! Please kindly read these terms carefully. By using the Service (as stated below), You agree that You have read, understood, accepted and agreed with the Terms of Use (as stated below). You also agree to the representations made by Your kind self below. If You do not agree or fall within the Terms of Use of the Service and wish to discontinue the use of the Service, please do not continue the use of our Websites, Apps or our Services.

This Terms of Use Policy applies to our users, customers, agents, associates, vendors, suppliers, partners, contractors and service providers (collectively "You", "Your" and "Yours"). The Terms of Use stated herein (collectively, the "Terms of Use" or this "Agreement") binds You and Resonance Advisory Pte Ltd (Company No. 201914084E) (the "Company"). By using the Website, Mobile Application or Service supplied to You by the Company (the "Application"), and downloading, installing or using any associated software supplied by the Company (the "Software"), which overall purpose is to enable persons seeking financial services and products to be matched with third party financial service companies, financial service brokers, financial service agents, financial institutions and/or other financial services product intermediaries (collectively, the "Service"), You hereby expressly acknowledge and agree to be bound by, and, where applicable, grant Your consent to the collection, use, and disclosure of Your Personal Data by us, under these Terms of Use, and any future amendments and additions to the Terms of Use as published from time to time at <https://resonanceadvisory.sg> or through the Application.

Unless otherwise stated, the terms defined in these Terms of Use shall apply to this document only, and terms defined in other documents, which govern our relationship with You, do not apply in these Terms of Use.

The Company reserves the right to modify, vary and change the Terms of Use or its policies relating to the Service at any time as it deems fit. Such modifications, variations and or changes to the Terms of Use or its policies

relating to the Service shall be effective upon the posting of an updated version at <https://resonanceadvisory.sg>. You agree that it shall be Your responsibility to review the Terms of Use regularly whereupon the continued use of the Service after any such changes, whether or not reviewed by You, shall constitute Your consent and acceptance to such changes.

The Company is a technology company that does not provide financial services and is not a financial services provider. These financial services are provided by other third party financial services providers and the final decision belongs to You in whether to accept their offer of financial services. The service of the Company is to link You with such third party financial services providers but it does not and is not intended to provide financial services or any action that can be construed in any way as an act of a financial services provider. The Company is not responsible or liable for the acts and/or omissions of any third party financial services provider and/or any financial services provided to You.

HOW RESONANCE ADVISORY WORKS

The Company is a technology company that supports financial service brokers in comparing the prices of various general financial service and banking products in Singapore offered to their customers in Singapore. The Company works with third party financial service companies, financial service brokers, financial service agents, financial institutions and/or other financial services product intermediaries in Singapore who provide us with their product specifications, prices and any other relevant data to support the efforts of financial service brokers (each a "Financial Services Provider", and collectively, the "Financial Service Providers").

When You use our Application or Software to study and understand the different financial service and banking products made available, You may be invited to provide certain Personal Data (as defined in our Privacy Notice) and other relevant data. When You submit these Personal Data and other relevant data, Your Personal Data shall be disclosed and forwarded to a Financial Service Provider who will contact You and seek Your permission to assist You in the understanding and application of such financial service and banking products. We are not involved in any discussions and negotiations between You and the Financial Services

Provider or in the placement or purchase of any financial service product or service.

The Company renders services through the use of its Application and Software at no charge to the user. The Company's main source of revenue is from fees received from Financial Service Providers when they have successfully assisted You in obtaining a financial service or banking product from the Financial Service Provider.

The information provided through our Application and Software that is related to any product or service provided by the Financial Service Providers is based on information and data we obtain from the Financial Service Providers and any information You have input into the Application and/or Software. You acknowledge and warrant that the information You provide is true, complete and accurate. The Company shall not be responsible to You in any way if You furnish us with information that is not true, not complete and/or not accurate.

When You decide to purchase a product or service from a Financial Services Provider, You are entering into an agreement with the Financial Services Provider, and not with the Company. Subsequently, the Company does not bear any responsibility or liability for the purchase, the suitability or quality of the product or services or the agreement that You enter into with the Financial Services Provider.

USER REPRESENTATIONS AND WARRANTIES

By using the Service, You expressly represent and warrant that You are legally entitled to accept and agree to the Terms of Use and that You are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship.

By using the Service, You further represent and warrant that You have the right, authority and capacity to use the Service and to abide by the Terms of Use. You further confirm that all the information which You provide shall be true, complete and accurate. Your use of the Service is for Your own sole, personal use. You undertake not to authorize others to use Your identity or user status, and You may not assign or otherwise transfer Your

user account to any other person or entity. When using the Service, You agree to comply with all applicable laws whether in Your home nation or otherwise in the country, state and city in which You are present while using the Service.

You may only access the Service using authorized means. The Company is not liable if You do not have a compatible device or if You have downloaded the wrong version of the Software to Your device. The Company reserves the right not to permit You to use the Service should You use the Application and/or the Software with an incompatible or unauthorized device or for purposes other than the purposes for which the Software and/or the Application is intended to be used.

By using the Software or the Application, You agree that:

- You will only use the Service for lawful purposes;
- You will only use the Service for the purpose for which it is intended to be used;
- You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
- You will not use the Application and/or the Software to cause nuisance, annoyance, inconvenience or make fake submissions;
- You will not use the Service, the Application and/or the Software for purposes other than obtaining the Service;
- You shall not intentionally or unintentionally cause or attempt to cause damage to the third party services provider;
- You will not try to harm, including causing or allowing any unauthorized access to or unauthorized modification of, the Service, the Application and/or the Software in any way whatsoever;
- You will not copy, or distribute the Software or other content without written permission from the Company;
- You will only use the Software and/or the Application for Your own use and will not resell it to a third party or reproduce any part of it whether for commercial benefit or otherwise;
- You shall not employ any means to defraud the Company or enrich Yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing users;

- You shall not cause a nuisance or behave in an inappropriate or disrespectful manner towards the Company or the third party services provider regardless of any misgivings that You may have against the Company or the third party services provider;
- You shall not impair or circumvent the proper operation of the network which the Service operates on;
- You agree that the Service is provided on a reasonable effort basis; and
- You agree that Your use of the Service will be subject to the Company's Privacy Notice as may be amended from time to time.
- You are responsible for checking and ensuring the suitability, usefulness, quality, adequacy and availability of the products or services of the Financial Services Providers displayed on our Application or Website for Your personal use and if necessary or desired, You should seek and obtain professional advice on the products prior to making any purchasing decision.

PERSONAL DATA AND PRIVACY

You agree and consent to the Company, its subsidiaries, its associates, and any of its affiliate companies collecting, using, processing and disclosing Your Personal Data, in accordance with our Privacy Notice, to:

- provide, offer and administer our various products and services, or otherwise as permitted by law respond to Your enquiries, providing You with assistance You request of us, maintaining and administering our products and services;
- process Your survey or questionnaire responses; market research and the collection of general statistical information using common internet technologies such as cookies;
- providing You with marketing information regarding other products and services (of ours or a third party);
- performing administrative operations (including accounting and risk management);
- quality assurance and training purposes and any other purpose identified at the time of collecting Your information.

Please read our Privacy Notice for more information. Please also note that the terms of our Privacy Notice form an integral part of our relationship with You.

Copyright and Trademark Notices

Except as otherwise expressly stated herein, the copyright and all other intellectual property in the contents of our website (including, but not limited to, all design, text, sound recordings, images or links) (collectively, "Content") are the property of the Company and/or our subsidiaries and/or affiliated entities (together RESONANCE ADVISORY) As such, they may not be reproduced, published, broadcast, stored, adapted, distributed, displayed, licensed, altered, or otherwise used in whole or in part in any manner, unless with the prior written consent of Resonance Advisory. Save and except with the company's prior written consent, You may not "mirror", frame or otherwise use this website, any part thereof, or any information or materials contained in this website on any other server, website or webpage.

All trade marks and logos used in this website are the property of the Resonance Advisory and/or the respective third party proprietors identified in this website. No licence or right is granted to You, and Your access to this website and/or use of the online services should not be construed as a grant, by implication, estoppel or otherwise, of any license or right to use, in any manner, any trade marks or logos appearing on the website, unless with the prior written consent of Resonance Advisory or the relevant third party proprietor.

DISCLAIMERS

The Application and Software are provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

No Content in the Website shall constitute financial, legal or risk assessment advice on which You should rely. It is provided for general information purposes only. You should always seek independent professional or specialist advice before participating in any transaction, whether as a borrower or investor.

We make no representation, warranty, or guarantee that the Website will meet Your requirements, that it will be of satisfactory quality, that it will be

fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

Whilst We make reasonable efforts to ensure that the Content on the Website is complete, accurate, and up-to-date, We do not make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

Whilst We take all reasonable steps to ensure that the Website is secure and free from viruses and other malware, We do not guarantee that the Website is secure or free from viruses or other malware and will not accept any liability in this regard. You are responsible for protecting Your hardware, software, data and other material from viruses, malware, and other internet security risks.

OUR LIABILITY

To the fullest extent permissible by law, except arising out of the Company's negligence, we shall not be liable to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website or the use of or reliance upon any Content included on the Website.

We shall not be liable for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage even if We have been advised of the possibility of such damage.

We shall not accept any liability arising out of any disruption or non-availability of the Website due to external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

LIMITATION OF LIABILITY

Our aggregate liability for any damages incurred in connection with these Terms of Use, whether in contract or tort (including negligence but excluding gross negligence or wilful misconduct), or strict liability shall not exceed SGD 100 (one hundred Singapore dollars only).

FORCE MAJEURE

We shall not be in breach of this Agreement, nor be liable for any failure or delay in the performance of any other obligations under this Agreement arising from or attributable to acts, events, omissions, accidents beyond its reasonable control, including but not limited to any of the following:

- acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- terrorist attack, civil war, civil commotions or riots;
- nuclear, chemical or biological contamination or sonic boom;
- fire, explosion or accidental damage;
- collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- interruption or failure of utility service, including but not limited to electric power, gas or water;
- any labour disputes, including but not limited to strikes, industrial action or lockouts;
- any interruption to the Platform or Services outside our reasonable control including but not limited to any occurrence of an epidemic or a pandemic; and/or
- acts of any government or authority including but not limited to the enactment, publication or announcement of any advisory measures, guidelines, laws or regulations, to prevent or stop an epidemic or a pandemic.

INDEMNITY

You irrevocably agree to indemnify and hold us harmless for any claims, liabilities, losses, claims, damages and expenses (including reasonable legal fees) arising from or in relation to (i) Your use or misuse of our Application or Software; (ii) Your breach of any of the provisions of these terms; (iii) Your infringement of any of our intellectual property rights including the Content or (iv) any third parties claims against us arising from or in relation to the aforementioned events under (i), (ii) or (iii).

TERMINATION / SUSPENSION OF ACCOUNT / USE OF SERVICE

We reserve the right to suspend (whether temporarily or permanently) or terminate Your account and/or Your use of the Services with or without notice to You if We consider, in Our sole discretion, that You are in breach of the terms of these Terms of Use, or any of its policies, rules and regulations governing the use of the Website and Services.

We shall not be liable to You for such suspension or termination. If Your account is terminated or cancelled for any reason whatsoever, You shall not be entitled to any compensation whatsoever. For the avoidance of doubt, the suspension or termination shall not prejudice Our rights against You for the breach of these terms, for any amounts due or other obligations accrued prior to such suspension or termination. This Clause shall survive the termination of this Agreement.

THIRD PARTIES' RIGHTS

A person who is not a party to this Agreement shall not have or acquire any right to enforce any term of this Agreement (including, but not limited to, any right to enforce or have the benefit of any exclusion or limitation of liability contained in this Agreement) under the Contract (Right of Third Parties) Act, Chapter 53B of Singapore. This Clause shall override any other Clause in this Agreement that is or may be inconsistent with it.

GOVERNING LAW AND SUBMISSION TO JURISDICTION

The validity, construction and performance of these Terms of Use shall be governed by and interpreted in accordance with the laws of Singapore, and You hereby irrevocably submit to the exclusive jurisdiction of the Courts of Singapore. Nothing in this Clause limits the right of the Company to bring proceedings against the You in connection with this Agreement (a) in any other Court of competent jurisdiction or (b) concurrently in more than one jurisdiction