

# TERMS AND CONDITIONS FOR USE OF SBI VEN WEBSITE

## 1 Acceptance of Terms

- 1.1 The following terms and conditions shall govern your use of our website at [www.sbivencapital.com.sg](http://www.sbivencapital.com.sg) (the "**Site**") and shall constitute a legal and binding agreement between SBI Ven Capital Pte Ltd ("**SBI Ven**").
- 1.2 The terms and conditions ("**T&C**") may be updated by SBI Ven, at its sole discretion, from time to time and without notice to you. An updated version of these T&C may be viewed at [www.sbivencapital.com.sg/en/terms/](http://www.sbivencapital.com.sg/en/terms/)
- 1.3 You agree that your use and continued use of the Site constitutes your acceptance of these T&C, including any updates of the T&C. **IF YOU DO NOT AGREE TO ANY OF THESE TERMS OR CONDITIONS, YOU MUST STOP YOUR USE OF THE SITE AND EXIT THE SITE IMMEDIATELY.**
- 1.4 Particular service(s) which may be added, offered or provided to you through the Site may be subject to additional guidelines and/or rules, provided that in the event of any conflict between the additional guidelines and/or rules and these T&C, the additional guidelines and/or rules shall prevail. In such an event, all such guidelines and/or rules shall be deemed incorporated in these T&C by reference. SBI Ven may also offer other services that are governed by different terms of service / terms of use. Use of such other services shall accordingly be subject to such different terms of service / terms of use.

## 2 Conditions of Use

- 2.1 By accessing the Site, you agree to comply with and observe all applicable laws, regulations and directions of the Republic of Singapore. In particular, you agree not to use the Site to:

- 2.1.1 upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, subversive, hateful, or racially, ethnically or otherwise objectionable or contrary to public interest, public order or national harmony in all relevant jurisdictions;

- 2.1.2 harm minors in any way;
- 2.1.3 impersonate any person or entity, including, but not limited to, a SBI Ven official, employee or agent or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 2.1.4 forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site;
- 2.1.5 upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- 2.1.6 upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- 2.1.7 upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation that are designated for such purpose;
- 2.1.8 upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 2.1.9 disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- 2.1.10 interfere with or disrupt the Site or another person's use of the Site or servers or networks connected to the Site, or display any

requirements, procedures, policies or regulations of networks connected to the Site;

2.1.11 intentionally or unintentionally violate any applicable law, statute, ordinance, regulation, rule or code, including, but not limited to, any regulations, rules, notices, instructions or directives of any regulatory body or authority, governmental agency or national or other securities exchange ;

2.1.12 "stalk" or otherwise harass another;

2.1.13 commit any fraudulent or unlawful act, whether in relation to any third party provider of products and services on the Site or otherwise and/or

2.1.14 collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs 2.1.1 through 2.1.14.

2.2 You understand that the Site and software embodied within the Site may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by SBI Ven and/or content providers who provide content to the Site. You may not attempt to override or circumvent any of the usage rules embedded into the Site.

2.3 Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Site, in whole or in part, is strictly prohibited

### **3 Ownership of Rights**

3.1 All content and materials on the Site are the exclusive property of SBI Ven or its content suppliers, and may be downloaded or printed for your own personal and non-commercial use only. All copyright notices on downloaded or printed material must be retained. Save as specifically permitted here, you may not copy, reproduce, distribute, republish, repost, modify, transmit, make available to the public, adapt, create a derivative work or otherwise use or exploit any content on the Site in any way or for any purpose, without the express written

permission of SBI Ven. In addition, you may not distribute or make available any part of the Site over any other website or any network.

- 3.2 The names, trade marks, service marks and logos (the "**Trade Marks**") displayed on the Site are registered or unregistered Trade Marks of SBI Ven, its affiliates or licensors. Nothing on this Site should be construed as granting by implication, estoppel or otherwise, any license or right to use any such Trade Marks. SBI Ven prohibits use of the Trade Marks as a "hot" link or in-link to any SBI Ven website or any other website unless establishment of such a link is expressly approved in advance by SBI Ven in writing.

#### **4 Exclusion of Liability**

- 4.1 The contents and this Site, including but not limited to services, products or any other items are provided on an "AS IS" and "AS AVAILABLE" basis. SBI Ven and its parent company, subsidiaries, affiliates, officers, employees, agents, partners shall not be liable in any manner whatsoever for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, arising from or in connection with:-

#### **5 Indemnities**

- 5.1 Subject to the T&Cs herein, you hereby agree to indemnify, defend and hold SBI Ven and all its subsidiaries, affiliates, officers, employees, agents, partners harmless from and against any and all liability and costs incurred in connection with any claim arising out of any data and information which you post, upload, provide, or communicate via the Site, your use of the Site, any breach by you of the T&C or any of the foregoing representations, warranties and covenants, including, without limitation, attorney fees and costs on a full indemnity basis. You shall cooperate as required by SBI Ven in the defence of any claim. SBI Ven reserves the right, at its own expense, to assume the sole defence and control of any matter subject to indemnification by you and you shall not in any event settle any matter without SBI Ven's prior written consent.

#### **6 No Warranties**

- 6.1 No warranty of any kind, implied, express or statutory, including but not limited to any warranty of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer

virus or other contaminants or other malicious, destructive or corrupting code, Trojan horses, agent program or macros is given in connection with the content or this Site, including any links to third party websites. For the avoidance of doubt, SBI Ven does not accept responsibility for any interference or damage to your computer system which may arise in connection with your use of this Site or any linked website.

6.2 All information provided by us pursuant to these T&C is provided in good faith. You accept that any information provided on this Site is general information and is not in the nature of advice. Information on this Site is from sources which SBI Ven believes to be accurate and up to date as at the date and time of publication. In addition, SBI Ven does not make any representations or warranties that the information provided is reliable, accurate or complete or that access will be uninterrupted, timely or secure.

6.3 Responsibility for the content of advertisements or linked websites which may appear on this Site rests solely with the advertisers or third party as the case may be. The placement of such advertisements or linked websites by SBI Ven does not constitute a recommendation or endorsement, and SBI Ven shall not be held responsible for any representations made in connection thereto.

## **7 Reasonableness**

7.1 You agree that the terms set out in this T&C, in particular the provisions at clauses 4, 5 and 6 represent a fair and reasonable allocation of the risks and benefits of the agreement between SBI Ven and you, taking all relevant factors into consideration, including without limitation the value of the consideration provided by SBI Ven to you and the availability and costs of insurance with respect to the said risks.

7.2 You further agree that these disclaimers and limitations shall be enforceable to the fullest extent permitted by applicable law.

## **8 Privacy**

8.1 When you access the Site, no personal information is collected unless you choose to disclose such information by filling up any online forms. Although SBI Ven does not collect information that identifies individual visitors to this Site, standard techniques are used to collect information for the purpose of identifying broad demographic information. This is done to allow SBI Ven to

better understand how visitors are accessing the Site and to help SBI Ven administer it better.

8.2 SBI Ven collects the following information, which do not identify you personally:

8.2.1 the technical details relating to your Internet service provider (eg IP address);

8.2.2 the web site that referred you to us (if any);

8.2.3 the Site content requested and the date and time they were delivered to you;

8.2.4 the web browser which you are using; and

8.2.5 8.2.5 the country which your request originates from.

8.3 By using the Site:

8.3.1 you agree that if you disclose any personal information to SBI Ven, SBI Ven may create a database record about you;

8.3.2 if you register on our Site, download any materials or conduct any other transaction, you agree that SBI Ven may collect information necessary to provide you with the service you have requested, and you agree that this information may be disclosed to service partners (who may be third parties) for those purposes;

8.3.3 you agree that SBI Ven may use cookies on your browser (unless you remove them); and

8.3.4 you agree that SBI Ven can contact you with information about products and services which may be of interest to you (unless you have stated you do not wish to receive these communications)

8.4 You agree that SBI Ven may disclose your personally identifiable information to any one when:

8.4.1 you have consented to such disclosure;

8.4.2 SBI Ven needs to share the information to provide the product or service you have requested;

8.4.3 SBI Ven needs to send the information to companies who work on behalf of SBI Ven to provide a product or service to you; or

8.4.4 SBI Ven is served with subpoenas, court orders or other legal processes to compel the production of such informationr

8.5 You further agree that SBI Ven may use the personally identifiable information to provide you with updates and information about their events and services. You may however, opt out from receiving such updates and information by following the instructions on the said email or by sending an email with ?? in the subject header of the email to the following email address: [info@sbivencapital.com.sg](mailto:info@sbivencapital.com.sg) .

## 9 **Linked Websites**

9.1 The Site may provide links to other World Wide Web sites or resources. Because SBI Ven has no control over such sites and resources, you acknowledge and agree that SBI Ven is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

9.2 You further acknowledge and agree that SBI Ven shall not be responsible or

liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **10 Transmission of Information**

10.1 No data transmission over the internet is totally secure and may be subject to interruption, interception, hacking, transmission blackout, delayed transmission, and/or incorrect data transmission. Whilst SBI Ven strives to protect such information, SBI Ven does not warrant and cannot ensure the security of any information which you transmit to SBI Ven, and all such information transmitted to SBI Ven by you is at your sole risk and without any representation, warranty or assurance that it would be treated as confidential or proprietary.

10.2 SBI Ven shall also not be liable for malfunctions in any communications not under its control which may affect the accuracy, completeness, authenticity or timeliness of communications that may be sent and does not warrant that any defect which may be identified will be corrected.

## **11 Severability**

11.1 If any provision of the T&Cs is declared invalid by any tribunal or competent authority, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and as so adjusted, shall be deemed a term and condition herein as though originally included.

11.2 If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted as though the provision had never been included, in either case, the remaining provisions shall remain in full force and effect

## **12 Waiver**

12.1 The failure of SBI Ven to enforce at any time any of the T&C herein or to require at any time your performance of any of such provisions, shall in no way affect the rights of SBI Ven thereafter to enforce that provision and every other provision in the T&C.

### **13 Third Parties**

13.1 A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act or any equivalent statute under any other relevant laws to enforce any terms of this T&C, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

### **14 Entire Agreement**

14.1 The T&C set out herein and as may be amended or supplemented from time to time shall constitute the entire agreement between SBI Ven and you in relation to your use of the Site and its contents.

### **15 Termination**

15.1 You agree that SBI Ven may in its sole discretion terminate all licences and rights granted herein, including your access to the Site or any part thereof without any prior notice, without being liable therefore to you or any third party

### **16 Governing Law and Jurisdiction**

16.1 This T&C shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of laws provisions.

16.2 Any dispute arising out of or in connection with the T&Cs herein, including any question regarding its existence, validity or termination, shall be decided by the courts of the Republic of Singapore.