

(FYNATIC) TERMS OF USE

1. GENERAL

1.1. The following are the Terms of Use for the services (“Terms”) provided by Affyn Pte. Ltd. (referred to as “AFFYN”, “we”, “us”, or “our”): Please read this Terms of Use carefully as these Terms govern your access to and use of the AFFYN Services (as defined below), AFFYN Content (as defined below), and User Content (as defined below) and is legally binding.

1.2. AFFYN’s (Fynatic) Privacy Policy is incorporated as a part of these Terms. You acknowledge that we may process Personal Information (as defined in AFFYN’s (Fynatic) Privacy Policy) in relation to you in accordance with AFFYN’s (Fynatic) Privacy Policy. AFFYN’s (Fynatic) Privacy Policy is available at https://legal.fynatic.io/fynatic_privacy_v1.pdf

1.3. YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “AGREE” BUTTON WHERE APPLICABLE, OR BY ACCESSING OR USING THE AFFYN SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT ON OR THROUGH THE AFFYN SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE AFFYN SERVICES OR AFFYN CONTENT.

1.4. The “AFFYN Services” means (i) the websites, including any services, applications, games, features and content accessible or downloadable from the websites such as the Fynatic App (“Fynatic”), and (ii) any other application, game, service, product, feature or content of AFFYN or its licensors licensed, downloaded, or otherwise assessed by you through any third party’s website, platform or source. AFFYN Services also include updates and upgrades as well as accompanying manuals and documentation, and all copies thereof.

1.5. Your access to or use of the AFFYN Services may have different service-specific terms and conditions (“Rules”) posted on our websites or third party websites or platforms (such as terms related to a specific mobile game), or may require you to agree with and accept such additional Rules. If there is a conflict between these Terms and Rules, the applicable Rules will take precedence with respect to your use of, or access to, the AFFYN Services.

2. IMPORTANT NOTICE

2.1 Please note that all digital tokens, including any gaming virtual currency, virtual items or other tokens issued or supported by AFFYN constitute utility tokens only, and are not regulated by the Monetary Authority of Singapore or any other regulator. They are not intended to constitute a regulated product such as securities, digital payment tokens, or e-money, each as defined under the Payment Services Act 2019.

2.2 AFFYN does not provide any regulated services and does not carry on any regulated activities in Singapore or in any jurisdiction.

3. ELIGIBILITY AND REGISTRATION

3.1 Unless otherwise provided for a specific AFFYN Service, in order to access the AFFYN Services, and to post any User Content on or through the AFFYN Services, you must register through the registration process established by AFFYN, supply any relevant credentials requested and obtain approval from us to access and use the AFFYN Services ("Approval"). Upon Approval, you will become an authorized user of the AFFYN Services ("User") and be issued a Fynatic Account ("Fynatic Account ") which is necessary to use the AFFYN Services. The Fynatic Account cannot be modified. In any case where a user forgets the password, the user is able to use Affyn's password recovery services.

3.2 Users under the age of 18 (or the age of majority in your jurisdiction) may only access the AFFYN Services with the permission of a parent or legal guardian who has agreed to be bound by these Terms.

3.3 In registering for Approval and a Fynatic Account , you agree to monitor and restrict any use of the AFFYN Services by minors. You accept full responsibility for any unauthorized use of the AFFYN Services by minors, and this includes any use of your credit cards or other payment or settlement instruments or devices by minors.

3.4 During the registration process, you will be required to provide certain information, including your email address. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. AFFYN reserves the right to suspend or terminate your Fynatic Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

3.5 AFFYN reserves the right to amend or remove any information uploaded by you during the registration process or otherwise if AFFYN decides in its sole discretion that such information is false, incomplete, inaccurate, not up-to-date, misleading, breaches any laws or these Terms, or causes AFFYN to be in breach of any laws or its agreements with other persons.

3.6 You are responsible for the security of your accounts, Fynatic Account and password. You agree not to disclose your password to any third party or to allow any third party to use your Fynatic Account, and you agree to take sole responsibility for any activities or actions under your Fynatic Account , whether or not you have authorized such activities or actions. You will immediately notify AFFYN of any unauthorized use of your Fynatic Account and/or loss of your password. In the event of loss of your password, you agree that you will solely be responsible for any missing items related to the AFFYN Service, including but not limited to, Virtual Items or Virtual Currency (as defined below), Reward Points, or any Vouchers. AFFYN will not be liable for any loss or damage arising from your failure to keep your information safely.

3.7 AFFYN may refuse any request for the registration of an account and suspend or terminate an account at its sole discretion.

4. MODIFICATION

4.1 AFFYN reserves the right, at its sole discretion, to modify, discontinue or terminate all or any of the AFFYN Services, including any portion thereof, on a global or individual basis, or to modify these Terms, at any time and without prior notice. If we modify these Terms or our Privacy Policy, we will post these Terms or Privacy Policy as modified or otherwise provide you with notice of the modification. By continuing to access or use the AFFYN Services after we have posted a modification to these Terms or Privacy Policy or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms or Privacy Policy. If the modified Terms or Privacy Policy are not acceptable to you, your only recourse is to cease using the AFFYN Services.

5. CONTENT

5.1 The following types of content may be made available to you through the AFFYN Services:

5.2 "AFFYN Content", which means AFFYN's and the AFFYN Services' name, trademarks, logos, text, data, graphics, images, illustrations, forms, documents, marketing materials, look and feel attributes, or our licensors' name, trademarks and logos, and other content made available by AFFYN on or through the AFFYN Services, but excluding User Content (as defined below).

5.3 "User Content", which means text, data, graphics, images, photos, and any other content uploaded, transmitted or submitted by you on or through the AFFYN Services, including, but not limited to, any non-fungible tokens, any depictions of such non-fungible tokens, or receipts.

5A. THE FYNATIC APP

5A.1 In addition to all other clauses in these Terms of Use, this section applies to Fynatic, and any use of AFFYN's services on Fynatic.

5A.2 In addition to these Terms of Use, the products, services, or goods redeemed by users on Fynatic are subject to the respective terms and conditions of the relevant merchants or service providers. To the fullest extent permitted by applicable law, AFFYN disclaims any responsibility for any damages, losses, claims, costs, or expenses of any kind incurred by you as a result of or in connection with any negligence or breaches by third parties.

5A.3 Without prejudice to clause 17 of these Terms of Use, AFFYN may in its sole discretion, at its sole discretion and without any liability to the merchant or user, revoke or

disallow redemption of vouchers or as part of any Campaign if a user or merchant is in breach of these Terms of Use.

6. INTELLECTUAL PROPERTY

6.1 The AFFYN Services and AFFYN Content are protected by copyright, trademark, and other laws of Singapore and foreign countries. Except as expressly provided in these Terms, AFFYN and our licensors exclusively own all right, title and interest in and to the AFFYN Services and AFFYN Content, including all associated intellectual property rights, including any patents, copyrights, trademarks, service marks, trade names, database rights, domain name rights, applications for any of the foregoing, moral rights and trade secret rights (“Intellectual Property Rights”). Other than as expressly provided in these Terms, you shall not print, transmit, or otherwise make copies of any such content without the express prior permission of AFFYN.

6.2 You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the AFFYN Services or AFFYN Content.

7. USER LICENSE

7.1 Subject to your compliance with these Terms, AFFYN hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, download and print, where applicable, the AFFYN Content and AFFYN Services solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the AFFYN Services or AFFYN Content, except only as expressly permitted by these Terms. No licenses or rights are granted to you by implication or otherwise under any Intellectual Property Rights owned or controlled by AFFYN or its licensors, except for the licenses and rights expressly granted by these Terms.

8. NO INFRINGING USE

8.1 You will not use the AFFYN Services to offer, display, distribute, transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise infringes, violates, or promotes the infringement or violation of the Intellectual Property Rights of any third party.

9. TAXES

9.1 You are responsible and will pay all fees and applicable taxes incurred by you or anyone using the Fynatic Account registered to you.

10. MOBILE OPERATING SOFTWARE PROVIDERS AND THIRD-PARTY PUBLISHERS

10.1 Providers of operating software for mobile devices (“OS Providers”) offer virtual storefronts and marketplaces for you to browse, locate and download, among other things, mobile applications. If you download the AFFYN Services from a virtual storefront or marketplace operated by your OS Provider, please note that, in addition to complying with these Terms (and the terms and conditions of any applicable third-party publisher), you must also comply with the terms and conditions of such virtual storefront or marketplace, such as, for example, Apple’s iTunes market, Google’s Google Play™ market or the Amazon Appstore for Android™ market.

11. INTERACTION BETWEEN USERS

11.1 You are solely responsible for your interactions (including any disputes) with other Users. Even if we choose to offer report user, block user, or similar features on the AFFYN Services, you will remain solely responsible for, and you must exercise caution, discretion, common sense and judgement in, using the AFFYN Services and disclosing Personal Information (as defined in our (Fynatic) Privacy Policy) to other Users.

11.2 You agree to take reasonable precautions in all interactions with other Users, particularly if you decide to contact or meet another User offline, or in person. Your use of the AFFYN Services, AFFYN Content, User Content and any other content made available through the AFFYN Services is at your sole risk and discretion and AFFYN hereby disclaims any and all liability to you or any third party relating thereto. AFFYN reserves the right to contact Users, in compliance with applicable law, in order to evaluate compliance with these Terms and any other applicable Rules.

11.3 You will cooperate fully with AFFYN to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting authorized AFFYN representatives access to any password-protected portions of Fynatic Account .

12. GENERAL PROHIBITIONS

12.1 Your permission to use the AFFYN Services or using the AFFYN Content and User Content is personal to you and non-transferable, and you may not use the AFFYN Services, AFFYN Content or User Content for commercial purposes. Your use of the AFFYN Services, AFFYN Content and User Content is conditional on your compliance with the terms and conditions set forth in these Terms and you agree that you will not: while using the AFFYN Services or using the AFFYN Content or User Content:

12.2 Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that:

- 12.2.1 infringes, misappropriates or violates a third party’s Intellectual Property Rights, or rights of publicity or privacy;
- 12.2.2 violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- 12.2.3 is fraudulent, false, misleading or deceptive;

- 12.2.4 is defamatory, obscene, pornographic, vulgar or offensive;
- 12.2.5 promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- 12.2.6 is violent or threatening or promotes violence or actions that are threatening to any other person;
- 12.2.7 impersonates any employee, executive, or customer service support employee of AFFYN;
- 12.2.8 promotes illegal, harmful, or inappropriate activities or substances (including but not limited to activities that promote or provide instructional information regarding gambling, solicitation for sexual activities or dating, providing alcohol to minors, or the manufacture or purchase of illegal weapons, drugs, or substances).

12.3 Use, display, mirror, frame or utilize framing techniques to enclose the AFFYN Services, or any individual element or materials within the AFFYN Services, AFFYN Content, or AFFYN licensors' trademarks, logos or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without AFFYN's express written consent.

12.4 Access, tamper with, or use non-public areas of the AFFYN Services, AFFYN's computer systems, or the technical delivery systems of AFFYN's providers.

12.5 Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the AFFYN Services, AFFYN Content or User Content. If you wish to reverse engineer any part of the AFFYN Services, AFFYN Content or User Content to create an interoperable program you must contact us, and we may provide interface data subject to verification of your identity and other information.

12.6 Attempt to probe, scan, or test the vulnerability of any AFFYN system or network or breach any security or authentication measures.

12.7 Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by AFFYN or any of AFFYN's providers or any other third party (including another User) to protect the AFFYN Services or AFFYN Content.

12.8 Attempt to access or search the AFFYN Services or AFFYN Content, or download the AFFYN Services or AFFYN Content in the AFFYN Services, through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by AFFYN or other generally available third-party web browsers (such as Google Chrome, Microsoft Internet Explorer, Mozilla Firefox, Apple Safari or Opera).

12.9 Create a database by systematically downloading and storing the contents of the AFFYN Services, AFFYN Content or User Content.

12.10 Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation.

12.11 Use any meta tags or other hidden text or metadata utilizing AFFYN Content or AFFYN licensor's trademark, logo URL or product name without AFFYN's express written consent.

12.12 Use the AFFYN Services or AFFYN Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms.

12.13 Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way the AFFYN Services or AFFYN Content to send altered, deceptive or false source-identifying information.

12.14 Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the AFFYN Services or AFFYN Content.

12.15 Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the AFFYN Services or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment.

12.16 Collect, store, or disclose any Personal Information of other Users from the AFFYN Services, or from other Users, without their express permission.

12.17 Impersonate or misrepresent your affiliation with any person or entity.

12.18 Violate any applicable law or regulation, or otherwise use the AFFYN Services, AFFYN Content or User Content for unlawful purpose.

12.19 Post User Content or take any action that infringes or violates the rights of another person.

12.20 Use the AFFYN Services, AFFYN Content or User Content to defame, abuse, harass, stalk, threaten, bully, , intimidate or otherwise violate the rights of any other person, including without limitation privacy rights or rights of publicity.

12.21 Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the AFFYN Services, AFFYN Content or User Content.

12.22 Solicit User passwords from another User or collect User Content or otherwise access the AFFYN Services by automated means including but not limited to, bots, robots, spiders.

12.23 Create a Fynatic Account for anyone other than yourself.

12.24 Use cheats, exploits, hacks, bots, mods or third party software designed to gain an advantage, perceived or actual, over other Users, or modify or interfere with the AFFYN Services.

12.25 Abuse or exploit a bug, glitch or mechanism in the AFFYN Services.

12.26 Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the AFFYN Services, AFFYN Content or User Content without permission.

12.27 Make any misrepresentations to us.

12.28 Engage in any fraudulent behavior, including but not limited to credit card scams or credit card misappropriation; or Encourage or enable any other individual to do any of the foregoing.

12.29 AFFYN will have the right to investigate and prosecute violations of any of the above, including Intellectual Property Rights infringement and AFFYN Services security issues, to the fullest extent of the law. AFFYN may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

12.30 You acknowledge that AFFYN has no obligation to monitor or record your access to or use of the AFFYN Services or AFFYN Content, or to monitor, record, or edit any User Content, but agree that we have the right to do so for the purpose of operating the AFFYN Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. You acknowledge and agree that you have no expectation of privacy concerning uploads, transmissions, or submissions of any User Content. AFFYN reserves the right, at any time and without prior notice, to remove or disable access to any User Content that AFFYN, in its sole discretion, considers to be in violation of these Terms or otherwise harmful to the AFFYN Services.

12.31 We encourage Users to report any suspected misconduct or misuse of the AFFYN Services by sending us an email to the email address designated by AFFYN for a specific AFFYN Service.

13. SWEEPSTAKES AND CONTESTS

13.1 AFFYN may permit the offer of sweepstakes, contests and similar promotions (collectively, "Promotions") through the AFFYN Services. You should carefully review the rules of each Promotion in which you participate through the AFFYN Services, as they may contain additional important information about AFFYN's rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotion. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules will supersede.

14. REDEMPTION OF VOUCHERS AND GOODS

14.1 Merchants may run campaigns through the AFFYN Services, through which users may obtain Reward Points (“RP”) which can be exchanged for vouchers at individual merchants (a “Campaign”). You should carefully review the terms of each Campaign which may also set out any additional merchant terms which may apply.

14.2 Users need to have sufficient Reward Points and meet any stipulated eligibility criteria in each Campaign for redemption.

14.3 Users may only redeem vouchers during the Campaign period, which will be defined by each individual merchant. Individual merchant terms and conditions may apply. Once redeemed, utilised or expired, the voucher is non-refundable.

14.4 Unless stipulated otherwise in the terms of a specific Campaign, a voucher expires 10 minutes after activation and is non-refundable once utilized or expired.

14.5 Any dispute related to the redemption, utilisation or expiration of the vouchers should first be submitted to the individual merchant. Users may subsequently send a written request to AFFYN for assistance in resolving any such issues which may arise. AFFYN may, at its sole discretion and without any liability to the merchant or user, may take necessary steps to assist users in resolving their dispute.

14.6 AFFYN reserves the right to amend the terms and conditions as necessary. Users will be updated of such amendments by email, or a pop up in-app at the next login.

15. MEMBERSHIP LIFETIME POINTS AND TIERING

15.1 In addition to the Reward Points earned from successful scanning of receipts, users will also accumulate Membership Lifetime Points (“MLP”). The Membership Lifetime Points are the total points earned throughout the entire period of using AFFYN Services. For any avoidance of doubt, if the user earns 100 Reward Points in January and 100 Reward Points in February, the total Membership Lifetime Points accumulated shall be 200.

15.2 Membership Lifetime Points are linked to the Membership NFT Card, which users can choose to mint and keep in their self-custody private wallet or sell on an open NFT market such as OpenSea. Users can hold more than one Membership NFT Card. However, only one card can be selected and used for exchanging vouchers at any given time.

15.3 Membership tiers offer additional benefits, such as discounts on Reward Points when exchanging for vouchers. The Membership Tiering is structured as follows:

Membership Tier	Minimum Lifetime Points Earned	Points Discount for Voucher
Bronze (Starting Tier)	0	None
Silver	1,000	
Gold	4,000	2%
Platinum	10,000	5%
Titanium	20,000	10%
Diamond	40,000	20%

16. TERMINATION OF FYNATIC ACCOUNT

16.1 Without limiting other remedies, AFFYN may at any time and at its sole discretion: (1) suspend or terminate your Fynatic Account and/or any accounts created by or otherwise associated with you in relation to all or any of the AFFYN Services, (2) restrict or prohibit your access to all or any of the AFFYN Services, (3) restrict or blacklist you from creating new accounts in relation to all or any of the AFFYN Services, or (4) suspend or terminate any services provided to you.

16.2 AFFYN, in deciding whether to take the above actions, will consider if you may have:

16.2.1 failed to comply with any provision of these Terms, any agreement entered into between AFFYN and you, or any policies or Rules established by AFFYN;

16.2.2 engaged in actions relating to or in the course of accessing or using the AFFYN Services that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, other Users, AFFYN or any other third parties or any AFFYN Services; or

16.2.3 infringed the proprietary rights, rights of privacy, or Intellectual Property Rights of any person, including as a repeat infringer.

16.3 In addition, AFFYN may notify authorities or take any other actions it deems appropriate, without notice to you, in the event of any of the above.

16.4 You may terminate your Fynatic Account at any time and for any reason by sending an email to the email address designated by AFFYN for a specific AFFYN Service.

17. EFFECTS OF TERMINATION, SUSPENSION OF FYNATIC ACCOUNT

17.1 Upon termination of your Fynatic Account for any reason by you or us, you will lose all access to such Account. Terminated Fynatic Account cannot be reinstated.

17.2 If your Fynatic Account is terminated for any reason by you or us, you understand and agree that any unutilized vouchers, Reward Points, or any benefits, exclusivity or privileges to which you had access via your Fynatic Account at the time of termination will be lost and no longer be available to you, will not be refundable or transferable, and you will have no right to them, except for the NFT Membership Card that has been minted and stored in your self-custody private wallet.

17.3 If your Fynatic Account remains inactive for 31 days, you acknowledge and agree that starting on the 32nd day, 10% of the Membership Lifetime Points accessible through your Fynatic Account will be deducted daily. This means that each day, 10% of the remaining Membership Lifetime Points will be subtracted from your balance. For example, if you start with 100 Membership Lifetime Points on the 32nd day, 10 points will be deducted that day, leaving you with 90 points. On the 33rd day, 9 points (10% of 90) will be deducted, and so on. Consequently, your Membership Lifetime Points will be completely depleted within approximately 42 days of inactivity.

17.4 If your Fynatic Account remains inactive for 12 months, you acknowledge and agree that the Reward Points accessible through your Fynatic Account will expire and be removed, and you will no longer be able to utilize them.

17.5 After any termination, you understand and acknowledge that we will have no further obligation to provide the AFFYN Services and all licenses and other rights granted to you by these Terms will immediately cease. AFFYN will not be liable to you or any third party for termination of the Fynatic Account or termination of your use of the AFFYN Services. UPON ANY TERMINATION OR SUSPENSION OF YOUR FYNATIC ACCOUNT, ANY CONTENT, MATERIALS OR INFORMATION (INCLUDING USER CONTENT) THAT YOU HAVE SUBMITTED ON THE AFFYN SERVICES OR THAT WHICH IS RELATED TO YOUR FYNATIC ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, AFFYN will have no obligation to maintain any information stored in our database related to your Fynatic Account or to forward any information to you or any third party.

17.6 Any suspension, termination or cancellation will not affect your obligations to AFFYN under these Terms (including, without limitation, proprietary rights and ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

18. DISCLAIMERS

18.1 THE AFFYN SERVICES, AFFYN CONTENT, AND USER CONTENT ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. AFFYN MAKES NO REPRESENTATIONS AS TO THE QUALITY, COMPLETENESS OR ACCURACY OF ANY CONTENT MADE AVAILABLE ON THE WEBSITE.

18.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AFFYN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AND HEREBY DISCLAIMS ANY WARRANTIES WHETHER EXPRESSLY OR IMPLIEDLY ARISING FROM THE FOLLOWING:

18.2.1 ALL CONDITIONS, WARRANTIES AND OTHER TERMS THAT MIGHT OTHERWISE BE IMPLIED BY LAW INTO THESE TERMS; AND

18.2.2 ANY AND ALL LIABILITY TO YOU, WHETHER ARISING UNDER THESE TERMS OR OTHERWISE IN CONNECTION WITH YOUR USE OF THE AFFYN SERVICES.

18.3 THE FOREGOING IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES.

18.4 AFFYN WILL NOT BE LIABLE TO YOU FOR ANY LIABILITIES TO THE EXTENT ALLOWED BY LAW FOR DAMAGES, LOSSES, CLAIMS, COSTS, OR EXPENSES OF ANY KIND TO YOU RELATED OR ARISING FROM:

- A. YOUR USE IN RELATION TO THE AFFYN SERVICES;
- B. ANY INTERRUPTION IN YOUR USE IN RELATION TO THE AFFYN SERVICES;
- C. THE AVAILABILITY OF THE AFFYN SERVICES;
- D. THE AVAILABILITY OF THE PRODUCTS OFFERED ON THE AFFYN SERVICES;
- E. QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, OR SERVICE LEVELS IN CONNECTION WITH INFORMATION ON THE AFFYN SERVICES;
- F. ANY LOSS OR CORRUPTION OF DATA IN CONNECTION WITH YOUR USE OF THE AFFYN SERVICES;
- G. ERRORS, MISTAKES, OR INACCURACIES ON ANY INFORMATION IN THE AFFYN SERVICES;
- H. ANY UNAUTHORISED ACCESS TO OR USE OF THE SECURE SERVERS RELATING TO THE AFFYN SERVICES;
- I. ANY INTERRUPTION OR CESSATION OF TRANSMISSION RELATING TO THE AFFYN SERVICES IN RELATION TO THE SALE AND PURCHASE OF ANY PRODUCTS OR SERVICES OFFERED BY AFFYN THROUGH THE AFFYN SERVICES, INCLUDING, FOR THE AVOIDANCE OF DOUBT THE VIRTUAL ITEMS OR VIRTUAL CURRENCY THAT MAY FROM TIME TO TIME BE AVAILABLE FOR PURCHASE;
- J. ANY HARMFUL VIRUSES, MALWARE OR SIMILAR MALICIOUS CODES THAT MAY BE TRANSMITTED THROUGH THE AFFYN SERVICES;
- K. ANY LIABILITIES RESULTING FROM ITS NEGLIGENCE;
- L. ANY TERMINATION OR CHANGE OF THE AFFYN SERVICES;
- M. ANY TERMINATION OF ANY ACCOUNTS CREATED BY OR OTHERWISE ASSOCIATED WITH YOU IN RELATION TO THE AFFYN SERVICES; OR

N. ANY RESTRICTION OR BLACKLISTING OF YOU FROM CREATING ANY ACCOUNTS IN RELATION TO THE AFFYN SERVICES.

18.5 WITHOUT LIMITING THE FOREGOING, AFFYN EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

19. INDEMNITY

19.1 You agree to defend, indemnify, and hold AFFYN, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with User Content you submit to AFFYN, your access to and use of the AFFYN Services or AFFYN Content, or your violation of these Terms.

20. LIMITATION OF LIABILITY

20.1 YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE AFFYN SERVICES, AFFYN CONTENT, AND USER CONTENT THEREIN REMAINS WITH YOU. NEITHER AFFYN NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE AFFYN SERVICES OR AFFYN CONTENT WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE AFFYN SERVICES OR AFFYN CONTENT THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AFFYN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

20.2 YOU SPECIFICALLY ACKNOWLEDGE THAT AFFYN IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

20.3 IN NO EVENT WILL AFFYN'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE AFFYN SERVICES OR AFFYN CONTENT OR USER CONTENT THEREIN OR PROVIDED THEREBY EXCEED ONE HUNDRED SINGAPORE DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AFFYN AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH CASE AFFYN'S LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

21. THIRD PARTY RIGHTS

21.1 Other than Affiliate Publishers (as defined below), a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any provisions herein.

22. JURISDICTIONAL ISSUES

22.1 AFFYN makes no representation that the information provided via the AFFYN Services, AFFYN Content or User Content is appropriate or available for use outside Singapore. If you choose to access the AFFYN Services, AFFYN Content or User Content outside Singapore, you are responsible at your own risk and you shall take the necessary steps to comply with any applicable local laws.

23. GOVERNING LAW AND JURISDICTION

23.1 These Terms and any action related thereto will be governed by the laws of Singapore. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

24. ENTIRE AGREEMENT

24.1 These Terms (including AFFYN's (Fynatic) Privacy Policy) constitute the entire and exclusive understanding and agreement between AFFYN and you.

25. TRANSFER OR ASSIGNMENT

25.1 No vouchers or Reward Points may be assigned or transferred to any other User of the Services or third party. The sale, barter, assignment or other disposal of any products, goods, or services, other than by us, is expressly prohibited. Please see the (Fynatic) Privacy Policy for specific instructions in relation to transfer of User Content and Personal Information.

26. NOTICES

26.1 Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given: (a) by AFFYN via email (in each case to the address that you provide) or (b) by posting on or through the AFFYN Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

27. GENERAL

27.1 The failure of AFFYN to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of AFFYN. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You agree that (i) these Terms are intended to cover any third-party publisher who is an affiliate of AFFYN (“Affiliate Publisher”); (ii) your obligations to AFFYN under these Terms extend to Affiliate Publishers as applicable unless otherwise agreed under any third-party terms with any such Affiliate Publisher; and (iii) Affiliate Publishers are third party beneficiaries under these Terms who may rely on and directly enforce these Terms against you as such.

28. CONTACTING US

28.1 If you have any questions on these Terms, please send an email to “fynatic_usersupport@affyn.com”.