

## **MINTEREST WEBSITE TERMS**

Updated and Effective from 1 January 2021

### **1. ABOUT MINTEREST WEBSITE**

- 1.1. This website (“**Website**”) belongs to Minterest Private Limited (“**Minterest**”) and facilitates access to Minterest’s marketplace funding platform (“**Platform**”). These terms and conditions (“**Website Terms**”) govern your use of our Website, as a visitor.
- 1.2. The Website belongs to Minterest and facilitates access to the Platform.
- 1.3. This Website uses cookies and collects the personal data of visitors, in accordance with the terms of our Privacy Policy. The Website Terms include the terms of our Privacy Policy.
- 1.4. By visiting and remaining on this Website, you agree to be bound by the Website Terms. If you do not accept these Website Terms, you are not authorised to use or remain on this Website.
- 1.5. 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.

### **2. SCOPE OF MINTEREST’S PLATFORM**

- 2.1. 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, debentures and any securities arranged on the Platform will be made in compliance with the SFA, including:
  - (a) “small offers exemption” as prescribed under section 272A of the SFA;
  - (b) “private placement exemption” as prescribed under section 272B of the SFA;
  - (c) “minimum consideration exemption” as prescribed under section 275 of the SFA; and
  - (d) other “exemption” provisions of the SFA.
- 2.2. In addition, Funding arranged on the Platform will be excluded from the scope of the Singapore Moneylenders Act, Cap 188. The payments made by the Members to the Escrow Agent to facilitate participation in a Funding Arrangement are not treated as deposits for purposes of the Singapore Banking Act, Cap 19.

### **3. NO INVESTMENT ADVICE**

- 3.1. 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.

### **4. INTELLECTUAL PROPERTY RIGHTS**

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

## **5. LICENCE TO USE WEBSITE AND ITS CONTENT**

### **5.1. Subject to the Website Terms:**

- (a) visitors to our Website have an exclusive, non-transferable, right to view, download for caching purposes and print pages from the Website, strictly for their own personal use;
- (b) 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; and
- (c) 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.

## **6. ACCEPTABLE USE**

### **6.1. 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 efficient operation 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.

## **7. RESTRICTED ACCESS**

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