

CODE OF CONDUCT

Thank you for using www.moolahsense.com (the “**Platform**”) and the services, features and functions (each a “**Service**” and collectively, the “**Services**”) offered on the Platform and by MSense (as defined below). The Platform is owned and maintained by MoolahSense Private Limited (“**MSense**”). All access to and use of the contents and services provided on the Platform shall be governed by the terms and conditions contained in this Code of Conduct, which shall constitute legally binding obligations on you in consideration for MSense permitting you access to the Platform and use of the Services. Unless otherwise provided, any updates, enhancement, variation or addition to the Platform and/or any Service, shall be subject to this Code of Conduct. By using the Platform, you agree to be legally bound by this Code of Conduct, which shall take effect upon your first access of the Platform. If you do not accept any term in this Code of Conduct or do not agree to be legally bound by this Code of Conduct, please do not access and/or use the Platform.

If you are using the Platform on behalf of a firm, corporation, partnership or any other organization: (a) you are agreeing to this Platform for that firm, corporation, partnership or organization and represent and warrant to MSense that you have the authority to bind that organization to this Code of Conduct (in which event “you” or “your” will refer to you as the actual user of the Platform and Services, and as the case may be, shall further include that firm, corporation, partnership and organization), unless that organization has a separate contract in effect with us, in which event the terms of that contract will to the extent of any inconsistency prevail over this Code of Conduct in your use of the Service; and (b) you may use the Platform only in compliance with this Code of Conduct and only if you have the power to form a contract with MSense, and are not barred under any applicable laws from doing so.

1. CHANGES TO THE CODE OF CONDUCT

1.1. MSense reserves the right to supplement, vary or amend the terms of this Code of Conduct from time to time without further notice. Changes to the Code of Conduct will be posted on this page, and the “Last Updated” date at the top of the Code of Conduct will be revised. It is your responsibility to review this Code of Conduct upon each access or use to ensure you are aware of any changes made by MSense. Your continued access or use of the Platform and/or the Services after changes are posted constitutes your agreement to be legally bound by the Code of Conduct as updated and/or amended and for such revised Code of Conduct to apply to all current and past usage by you of this Platform. If you do not agree to any of the changes, we are not obliged to continue providing you with any Service, and you must stop using the Platform and the Services.

2. ACCESS TO THE PLATFORM

2.1. The information provided on the Platform is directed solely at and is for use solely by persons, firms, corporations, partnerships and organisations that meet the minimum requirements set out below. This Platform is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to applicable law or regulation.

- Individual Payees** :
- Be a Singapore citizen or Permanent Resident;
 - Be above 18 years old;

- Have valid identification (i.e. identification card or passport);
- Have a permanent address in Singapore;
- Have a valid local contact number in Singapore;
- Have a local bank account in Singapore; and
- Have furnished MSense with all the required documents and taken and passed the pre-admission questionnaire required by MSense

Corporate Payees

- Be a limited liability partnership or company registered with the Accounting and Corporate Regulatory Authority of Singapore;
- Have a permanent address in Singapore;
- Have a valid local contact number in Singapore
- Have a local bank account in Singapore; and
- Have furnished MSense with all the required documents and taken and passed the pre-admission questionnaire required by MSense

Corporate Issuers

- Be an established and credit-worthy business currently operating in Singapore by way of a company or a limited liability partnership. For the avoidance of doubt, the issuer shall not be an individual or a sole proprietorship;
- Have 1 year of accounts filed with the Accounting and Corporation Regulatory Authority of Singapore, or in the event that the issuer is a business that does not file its accounts, to have been trading for 2 years;
- Shall not have any outstanding judgements entered against it;
- Have furnished MSense with all the required documents and taken and passed the pre-admission qualitative assessment required by MSense

- 2.2. To obtain access to the Services provided on the Platform, you are required to create an account with the Platform. You can create an account by completing a registration form, providing all the information required by MSense, and designating a user ID and password. When registering with the Platform, you must (a) provide true, accurate, current and complete information about yourself as requested by the registration form, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete. Upon the completion of the registration form, provision of information to MSense, and satisfaction of the requirements imposed by MSense, you will become a registered user of the Platform, and will be able to gain access to the Platform and the Services.
- 2.3. You shall not register for more than one account or register for an account on behalf of an individual other than yourself. You may register for an account on behalf of an entity, provided that the entity has provided such consent and authorization to enable you to access the Platform and/or the Services on its behalf.
- 2.4. Only you may use your account. You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify MSense of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the

end of each session. MSense will not be liable for any loss or damage arising from any unauthorized use of your account(s). MSense reserves the right to suspend or terminate your account if it appears to us that you are, or your account has been used in breach of this Code of Conduct or any applicable laws.

3. CONTENT AND ACCEPTABLE USE

3.1. You shall not imitate, modify, copy, reverse engineer, disassemble, decompile, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, in full or in part and in any way, the Platform or the Services or any information, software, products or services obtained from the Platform (“**Platform Contents**”). Unauthorized modification and/or interference, misuse, abuse or unauthorized use of the Platform or the Platform Contents may violate MSense’s and/or third party owners’ intellectual property rights, and may also be an offence under the Computer Misuse Act (Cap 50A). Save as set out below, your use of the Platform and/or Services does not grant, assign, transfer or constitute a license to you of any intellectual property rights over the Platform Contents. You shall be entitled to:

- (a) retrieve and display the Platform Contents on any compatible device owned by you; and
- (b) retain a copy of the Platform Contents for archival purposes,

provided you keep intact all accompanying copyright and other proprietary notices.

3.2. You are solely responsible for the content or information you publish, display, retain, enter into or on the Platform, or transmit to other users of the Platform.

3.3. You agree to use the Platform only for lawful purposes, in accordance with the master Payee’s Agreement or Issuer’s Agreement entered into with MSense upon registration, the Note Agreements, the Privacy and Data Protection Policy and this Code of Conduct, and in a way that does not infringe the rights of, restrict or inhibit anyone else’s use and enjoyment of the Platform, and to comply with all applicable laws and regulations. In particular, you agree not to use the Platform for the purpose of or in connection with:

- (a) pestering, harassing or causing distress or inconvenience to any person, including any issuer or payee with whom you have entered into a note agreement;
- (b) transmitting obscene, sexually explicit, hateful, threatening or offensive content;
- (c) harvesting contact information of other users of the Platform for purposes of sending unsolicited communications, offering notes, uploading files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer;
- (d) impersonating any person or entity;
- (e) uploading or otherwise transmitting content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- (f) engaging in any unlawful or fraudulent activity or perpetrating a hoax, engaging in money laundering, or engaging in phishing schemes or forgery or other similar falsification or manipulation of data;
- (g) promoting or providing instructional information about illegal activities, promote physical harm or injury against any group of individual, or promote any act of cruelty to animals;
- (h) uploading, posting, emailing, transmitting, or otherwise making 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);
- (i) uploading, posting, emailing, transmitting, or otherwise making available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (j) uploading, posting, emailing, transmitting, or otherwise making 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;
- (k) uploading, posting, emailing, transmitting, sharing, or otherwise making available any content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local or international law; and
- (l) using the Platform as an avenue to advertise or offer to sell any goods or services for any commercial purpose.

MSense reserves the right to remove such content and/or ban users who infringe these conditions from further participation in the Platform at its own discretion, and to report such violations to the authorities as necessary.

- 3.4.** You shall not introduce into the Platform any code, content or other material which contains any virus, trojan horse, worm, time bomb, cancelbot or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 3.5.** You hereby undertake not to contact members directly or to attempt to enter into any note transactions with other users of the Platform other than through the Platform and Services.
- 3.6.** You hereby undertake not to hack into, interfere with, disrupt, disable, over-burden or otherwise interfere with the accessibility or impair the proper working of the Platform, the Services or servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, reverse engineering or reprogramming.

- 3.7. You may review the personal information (including credit data) posted by other users on the Platform, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of the other users.
- 3.8. You acknowledge and agree that some Services may enable other users to upload content onto the Platform, and that some of these may be offensive, annoying, unlawful, in breach of this Code of Conduct, contain viruses or cause you damage. While we may remove any such content brought to our notice at our sole and absolute discretion, you acknowledge and agree that we cannot be responsible or liable for any content, and you agree to access and use such content only at your own risk and with care and discretion.

4. INFORMATION AVAILABLE ON THE PLATFORM

- 4.1. The content and material available through the Platform are for informational purposes only, and shall not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other financial services or product. You should not rely on any information contained in the Platform in making an investment or other decision but should obtain appropriate specific professional advice in connection therewith. Nothing contained in the Platform constitutes or should be construed to constitute investment, legal, tax or other advice.
- 4.2. In making a decision to obtain a note or fund a note, you must rely on your own examination of the relevant payee or issuer, including the merits and risks involved in the note. The information contained in the Platform shall in no way be construed to constitute a recommendation or an endorsement with respect to the note requests, issuers, note offers or payees. MSense is in no way making a warranty or representation as to the ability of issuers to pay, and their credit risk, and MSense is in no way liable for the debts of issuers. Payees are bidding and subscribing entirely at their own risk. Payees retain complete control and discretion over whether or not to make a note to an issuer and on what terms and over all other aspects of its participation in the Platform and notes made through it. Nothing MSense does and nothing on the Platform is intended to operate or be construed as advice or recommendation by MSense to enter into a particular note.
- 4.3. The MoolahCore Indicators and MoolahPeri Indicators attributed to each issuer are based on information provided by the issuer and credit information obtained from third party credit bureaus. MSense makes no representation or warranty as to the accuracy, reliability or validity of the MoolahCore Indicators and the MoolahPeri Indicators. The MoolahCore Indicators and MoolahPeri Indicators are intended to be informative only and a payee must form its own opinion regarding the creditworthiness of an issuer and undertake its own research, analysis, assessment of each issuer for each note and, where appropriate, seek its own independent financial advice.
- 4.4. MSense makes no representation or warranty, express implied or statutory that the Services, Platform Content, and the Platform are of good title, correspond with description, merchantable, of satisfactory fitness or quality for any general or particular purpose, or that the foregoing is error free or accurate.

5. THIRD PARTY SERVICES, CONTENT AND ADVERTISEMENTS

- 5.1. Certain Services are provided by third parties (“**Third Party Services**”) and such Third Party Services may be incorporated into other Services, offered on the Platform and/or provided through links on the Platform. MSense bears no responsibility for the accuracy, reliability, completeness or suitability of the Third Party Services, or any content of the Third Party Services and hereby expressly disclaims all liabilities and responsibilities relating to your use of and reliance on the Third Party Services. Your use of such Third Party Services shall constitute your consent to your disclosure of information you provide to the Platform to the providers of the Third Party Services, and MSense bears no responsibility for the usage, retention or disclosure by such third party providers of your information.
- 5.2. You acknowledge that MSense’s takes no responsibility to control, review, edit or amend any data, information, materials or contents of any posting, email or any other information that may be made available on the Platform or by other users of the Platform or in connection with the Third Party Services. Opinions, assessments, advice, statements, offers or other information or content made available through the Platform including but not limited to the Third Party Services, but not directly by MSense, are those of their respective authors or providers of the Third Party Services and should be used, accepted and relied upon only with care and discretion and at your own risk. Such authors or providers are solely responsible for such content. MSense does not: (a) guarantee the timeliness, accuracy, integrity, quality, completeness, reliability or usefulness of any information; or (b) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice or statement made by any party other than MSense including but not limited to providers of the Third Party Services that appears on the Platform. Under no circumstances will MSense or its affiliates be responsible for any loss, damage or liability incurred by you resulting from your reliance on information or other content posted on the Platform or transmitted to or by any users.
- 5.3. The Platform contains links to other websites which are not maintained by MSense. Similarly, other websites may contain links to the Platform. MSense has no control over such sites and resources, and you acknowledge and agree that MSense is not responsible for the availability or contents of those websites and shall not be liable for any damages or injury arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to you as a user of the Platform, and does not imply MSense’s endorsement of the linked website or association with their operators. MSense disclaims all responsibility and liability, direct or indirect, for any damage or loss (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at the user’s own risk.
- 5.4. You agree that the Services may include advertisements which may be sent unsolicited to you. Your dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that MSense shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.

6. MODIFICATION TO ACCESS OR PLATFORM

- 6.1. MSense reserves the right to change, modify, suspend or discontinue the whole or any part of the Platform at any time. You agree that MSense shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Platform without assigning any reason. If you have paid to use the Services and we terminate the Services without cause or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment.
- 6.2. MSense does not warrant or represent that any information, data or other content (collectively “**User Content**”) that you store on or provide to the Platform will not be subject to inadvertent damage, temporary unavailability, corruption or loss. You undertake to make archival copies of all User Content. To the maximum extent permitted by law MSense will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store, access or encrypt any User Content.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The names, images and logos (“**Marks**”) identifying MSense or third parties and their products and services are subject to copyright, design rights and trade marks of MSense and/or third parties, and all rights to the Marks are expressly reserved by MSense or the relevant third parties. Nothing contained in this Code of Conduct shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of MSense or any other third party, without the prior written consent of MSense or such third party. The name of MSense or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of MSense.
- 7.2. MSense and its affiliates and licensors own and retain all right, title and interest in and to (a) the Platform; (b) all hardware, software, and other items used to provide the Services; and (c) all materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Platform, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by MSense, you shall not copy, modify, publish, transmit, distribute, perform, display or sell any of MSense’s proprietary information. You shall also not decompile, reverse engineer or otherwise attempt to discover the source code of any content available on the Platform except under the specific circumstances expressly permitted by law or MSense in writing.
- 7.3. By submitting, posting or displaying content on or through the Platform, you grant MSense a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Platform for the purpose of displaying, distributing and promoting the Platform or any other of our Services. You further grant to MSense an irrevocable non-exclusive license to use such content, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of Services. MSense reserves the right to retain an archival record of all such content including those deleted or removed by you.

- 7.4. If you download any software, applications or script from the Platform, the software applications or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “**Software**”) are licensed to you by MSense on a non-exclusive, non-transferable, and non-sublicensable basis for the sole purpose only of utilizing the Services in accordance with this Code of Conduct. MSense does not transfer title ownership or any other rights to the Software to you. You own the medium on which the Software is recorded, but MSense retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Platform shall be at your own risk.
- 7.5. MSense neither assumes nor accepts liability for any loss or damage, (whether direct or indirect), howsoever caused, as a result of any computer viruses, trojan horses, worms or similar items or processes arising from your use of the Platform, Services of Software.

8. GENERAL

- 8.1. If any of the terms in this Code of Conduct are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which the Code of Conduct are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Code of Conduct and the remaining terms of the Code of Conduct shall survive, remain in full force and effect and continue to be binding and enforceable.
- 8.2. The use of the Platform and any questions or disputes arising from the use of the Platform shall be construed in accordance with the laws of the Republic of Singapore and you agree to submit to the exclusive jurisdiction of the Singapore courts.
- 8.3. Without limiting the foregoing, under no circumstances shall MSense be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including with limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.