

TERMS & CONDITIONS

WEBSITE CONTENT USER AGREEMENT TERMS AND CONDITIONS

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By accessing or using the Site, you hereby accept and agree to comply with the terms and conditions set forth in this User Agreement. This User Agreement is a binding agreement between you and Visionz, and governs your access and use of the Site, which includes any text, graphics, user interfaces, information, data, tools, products, services, and other content.

Please take the time to read these terms thoroughly. If you have any questions, please contact us at contact@visionz.capital.

If you do not agree to these terms, please do not use this site.

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You agree that all content on the Site (including but not limited to: text, data, charts, tables, software, video, graphics, photographs, illustrations, and other materials), and all rights to such content, belong to Visionz or to third party licensors.

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Nothing on the Site shall be construed as, or form part of, any offer for sale or subscription of or solicitation or invitation of any offer to buy or subscribe for any securities.

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You acknowledge and agree that Visionz does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over, the content contributed by third parties or any third-party content, and Visionz hereby expressly disclaims all liabilities and responsibilities arising in relation to any third-party content, and/or content contributed by third parties, whether available or advertised via the Site or on sites for which links are provided on the Site.

You agree that all statements, offers, information, opinions, materials, content on the Site, and third-party content, from other users and from advertisers and other third parties on the Site should be used, accepted and relied upon only with care and discretion and at your own risk, and Visionz shall not be responsible for any loss, damage or liability incurred by you arising from such use or reliance.

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We assume no responsibility for the content of websites linked on the Site. Such links should not be interpreted as endorsement by Visionz of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

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5. Privacy

We maintain physical, electronic and procedural safeguards that comply with applicable legal standards to secure such information from unauthorised access and use, alteration and destruction.

When you use the Site, we may collect personal information from or about you such as your name, email address, mailing address, telephone number(s), account numbers, user name and password. We may also collect payment card information when you provide such information while using our online services and where we believe it is reasonably required for ordinary business purposes.

When you use the Site through a mobile device, we may collect information such as unique device identifiers for your mobile device, your screen resolution and other device settings, and analytical information about how you use your mobile device.

We may use the information discussed above in a number of ways, such as:

- Responding to your requests and communicating with you;
- Managing your preferences;
- Performing analytics concerning your use of our online services, including your responses to our emails;
- Administering the Site and for internal operations, including troubleshooting, data analysis, testing, planning, design, marketing, statistical and survey purposes;
- Ensuring that content from the Site is presented in the most effective way for you and the device you used to access the Site;
- Operating, evaluating and improving our business (including but not limited to developing new features, improving existing features and performing data analytics) ;
- Complying with and enforcing applicable legal requirements, relevant industry standards and contractual obligations and our policies; and
- For any other purpose that we may disclose at the time you provide or we collect your information.

We may also use data that we collect on an aggregate or anonymous basis (such that it does not identify any individual customers) for various business purposes, where permissible under applicable laws and regulations.

We may share your personal information with our affiliates, which means our ultimate holding company and any subsidiaries.

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7. Changes to the terms

The information and materials contained in the Site and the terms and conditions of the access to and use of such information and materials are subject to change without notice.

Any dated information is published as of its date only and Visionz does not undertake any obligation or responsibility to update or amend any such information. Visionz reserves the right to terminate any or all web offerings without prior notice to you.

Visionz reserves the right to make changes to any part of the Site or the terms of the User Agreement at any time without notice. You agree to read Visionz's terms and conditions each time you use the Site, and your continued use of this site shall be interpreted as your agreement to be bound by the version of the terms and conditions in effect at the time you use the Site.

8. Viruses

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site in any way, including but not limited to denial-of-service attack and distributed denial-of-service attack. By breaching this provision, you may commit a criminal offence. We will report any such breach to relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

9. Prohibited Uses

You may use the Site only for lawful purposes. You may not use the Site:

- In any manner that breaches any applicable local, national or international law or regulation, including in a manner that could be deemed to violate applicable laws by touting or hyping an investment, manipulating securities or other investment prices or markets.
- In any manner that infringes, misappropriates or conflicts with any intellectual property right of any third party;
- In any manner that breaches an applicable regulatory or professional standard or guideline;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, including employing any device, scheme or artifice to defraud any person in connection with an investment,
- To make any untrue statement of a material fact relating to an investment or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.
- To disseminate false or misleading information or inaccurately represent any facts or information including but not limited to your experience, education, employment or knowledge.
- To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person in connection with an investment.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or reuse any material which does not comply with any content standards which we may publish from time to time.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, timebombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- In any way that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Site, including, without limitation, the use of any viruses, bots, worms, trojan horse, time bomb, trap door, denial of service attack, automated repetitive requests for information, or any other device that causes damage to any hardware, software or equipment used in connection with this Site.
- To modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programmes used by Visionz in connection with the Site.
- To harvest or collect email addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending spam, or any other unsolicited communications, including unsolicited emails.
- To impersonate any person or entity, or falsely state or otherwise misrepresent yourself.

You further agree:

- Not to reproduce, duplicate, copy or resell any part of the Site in contravention of the provisions of these terms.
- Not to access without authority, interfere with, damage or disrupt:
 - Any part of the Site;
 - Any equipment or network on which the Site is stored;
 - Any software used in the provision of the Site; or
 - Any equipment or network or software owned or used by any third party.
- Not to interfere, in any way, with others' use of or access to the Site and to not attempt to gain unauthorised access to the account(s) or computer system(s) of any other user.
- Not to promote any commercial enterprise, through which you receive direct or indirect compensation, or other consideration, through the Site.
- Not to take any other action that imposes an unreasonable or disproportionately large load on the Site or is likely to slow or burden the Site's performance.

Visionz may but shall not be obligated to investigate and take legal action against those responsible for any illegal and/or unauthorized use of the Site including:

- unauthorised access to the Site through a third-party application, robot, spider, automated device, or data mining or extraction tool or other unauthorised means;
- interference with the Site; any action that imposes an unreasonable load on the Site; or
- any link to any page of the Site other than the home page. Visionz's decision not to pursue legal action for any such violation or any breach of these terms shall not be construed as a waiver of any provision of these terms or of any of Visionz's legal rights.

10. Termination

We will determine, in our discretion, whether there has been a breach of these terms through your use of the Site. When a breach of these terms has occurred, we may take such action as we deem appropriate. Failure to comply with these terms constitutes a material breach of the terms upon which you are permitted to use the Site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you or at your direction to the Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

11. Indemnification

As a condition of your use of this Site, you agree to indemnify, defend and hold harmless Visionz and its affiliates, and their respective officers, directors, employees, members, managing members, managers, agents, representatives, successors and assigns from and against any and all actions, causes of action, claims, charges, cost, demands, expenses and damages (including attorneys' fees and expenses), losses and liabilities or other expenses of any kind that arise directly or indirectly out of or from, arising out of or in connection with violation of these terms, use of the Site, violation of the rights of any third party, acts, omissions or negligence of third parties, their directors, employees or agents.

12. Severability

If these terms or any part of them is understood to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these terms are intended to be effective, then to the extent that they are illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these terms and the remaining terms shall survive and remain fully intact and in effect and will continue to be binding and enforceable in that state or country.

13. Governing law

These terms, as well as any claims arising from or related thereto, are governed by the laws of Singapore without reference to the principles of conflicts of laws thereof. You agree to submit to the personal and exclusive jurisdiction of the courts of Singapore with respect to all disputes arising out of or related to this Agreement. Visionz and you each hereby irrevocably consent to the jurisdiction of such courts, and each Party hereby waives any claim or defence that such forum is not convenient or proper.

14. Miscellaneous

These terms are not assignable, transferable or sub-licensable by you except with the prior written consent of Visionz. Notwithstanding the foregoing, Visionz may freely assign these terms, without your consent, to any related or to any other person or entity who acquires substantially all of the assets of Visionz. No waiver by Visionz of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

Whenever possible, each provision of these terms shall be construed and interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these terms or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, then such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of these terms or the application of such provision to other parties or circumstances.

The parties represent and warrant to each other that they have read these terms in its entirety, that they understand these terms and understand that these terms are legally enforceable, that they have entered into these terms freely and voluntarily, that they intend to and shall be legally bound by these terms, and that they have full power, right, authority, and competence to enter into and execute these terms.

15. Contract (Rights of Third Parties) Act, Chapter 53B

Save as expressly provided herein, the Contracts (Rights of Third Parties) Act Chapter 53B of Singapore shall not under any circumstances apply to these terms and conditions and any person who is not a party to these terms and conditions (whether or not such person shall be named, referred to, or otherwise identified in, or form part of a class of persons so named, referred to or identified in, these terms and conditions) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act Chapter 53B to enforce these terms and conditions or any of its terms.