

## DIGITAL TREASURES CENTER PTE. LTD. TERMS OF SERVICE

21.10.2020

### I. ACCEPTANCE OF TERMS

1. These Terms govern the Services provided and owned by us. Consumers are strongly advised to read through the entirety of the following Terms. You are deemed to have accepted and agreed to these Terms if you register for a User Account and/or utilise any of our Services. **If you do not agree with any of these Terms, please do not access the DTC Platform or use or attempt to use any of our Services.**

2. Your use of the Services is subject to these Terms as may be amended by us from time to time at our sole and absolute discretion. We may amend these Terms, and/or each or any of our other rules, policies and procedures at any time by posting a revised version on our Website, in which case a notification will be published on the DTC Platform. The revised version will be effective at the time we post it or as specified. All future changes set out in the revised Terms already published at the time you register for the Services are incorporated by reference into these Terms and will take effect at the time we post it or as specified. **If you do not agree to be bound by the revised Terms, you should discontinue your use or access of our DTC Platform, our Services, DTC Wallet, and/or the eSGDs immediately.** By continuing to access the DTC Platform and/or use the Services (or any part thereof) on each and every occasion, you agree to and/or are deemed to have agreed to the revised Terms in relation to the Services and shall be bound by them absolutely as issued or adopted by us from time to time. As such, you should visit this page periodically. It is your responsibility to check for the latest version of the Terms. We may also from time to time publish additional guidelines, rules, and conditions applicable to your use of any DTC Wallet, eSGDs, or any of our Services. You agree to comply with these additional guidelines, rules and conditions, which are incorporated by reference into these Terms.

3. In these Terms, words and expressions not otherwise defined shall, where not inconsistent with the context, have the meanings respectively ascribed thereto in Annex A of these Terms.

### II. TERMS AND CONDITIONS IN RELATION TO eSGDS AND DTC WALLET

**(PLEASE REFER TO THE SECTIONS THAT ARE RELEVANT FOR THE SCOPE OF BUSINESS)**

**4. CONSUMERS (USERS) ARE ADVISED TO READ THESE TERMS CAREFULLY.**

5. eSGDs are only available for use on the DTC Platform in digital form as “eSGDs” stored in your DTC

Wallet, being the stored value facility held by us.

## **Part A – Issuance of eSGD**

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6. Each eSGD is the equivalent of **SINGAPORE DOLLAR ONE (1) ONLY (S\$1)**. A person may obtain eSGDs through the DTC Platform in their DTC Wallet. Such person must first:

(a) have agreed to these Terms; and

(b) use the latest iOS or Android versions compatible with the prevailing version of the DTC Wallet and DTC Platform.

For the purpose of this paragraph:

(i) “**iOS**” refers to the mobile operating system created and developed by Apple Inc. exclusively for its hardware; and

(ii) “**Android**” refers to the mobile operating system designed primarily for touchscreen mobile devices such as smartphones and tablets, and is developed by a consortium of developers known as the “Open Handset Alliance”.

7. A person may obtain eSGD(s) by submitting a request through the DTC Wallet to purchase such eSGD(s) through such payment mechanisms as the DTC Wallet may from time to time permit or support. Any supported methods of purchase of eSGDs in digital payment tokens or digital assets would only be represented in Singapore Dollars. Any monies received or funded for purchase of eSGD(s) shall be held in a designated bank account separate from our working capital funds.

8. A purchase of eSGD(s) may only be made in blocks of **S\$1**, with a minimum value of **S\$50**, or such other rate as may be prescribed from time to time, up to such maximum value as may be prescribed from time to time. If prescribed by us in our sole and absolute discretion, an administrative fee shall be payable for the purchase of any eSGDs. We shall not be responsible for any fraudulent, irregular or unsuccessful purchase. Without prejudice to paragraph 32, we may refuse to credit any eSGDs to, or debit eSGDs from the existing eSGD balance from, a person’s DTC Wallet if we determine, in our sole and absolute discretion, that the purchase (or requested purchase) is not or should not have been successful, or is or was fraudulent or irregular.

9. The Holder must check the details of each eSGD immediately upon the issuance or receipt of such eSGD. Any error or discrepancy must be notified to us immediately.

10. Should there be any cancellation or expiry of your DTC Wallet, any unused eSGDs may be refunded by bank transfer to an account held in the Holder’s name with a licensed bank, subject to production of a photograph identification document to our satisfaction, and such other conditions as we may at our sole and absolute discretion impose. Refunds may be made only to the Holder and not to any other person. Refunds are subject to any prevailing Transaction Fees that are chargeable for effecting such a refund. Any refund which we may make in respect of any eSGDs shall be free of any interest, and will be transferred to you within thirty (30) working days of the cancellation of your DTC Wallet.

11. The date of issuance of a eSGDs shall be the date on which it is purchased from us (as set out in our records)

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### Part B – Value of the eSGDs

12. The total number of eSGDs (and their aggregate value) standing to the credit of a Holder (and contained in the Holder's DTC Wallet) will be recorded in the Holder's DTC Wallet.

13. The aggregate value of the eSGD(s) held in a person's DTC Wallet shall not at any time exceed **\$5,000**. We will not issue any eSGDs or allow any activity, transaction or dealing involving any eSGDs or in the Holder's DTC Wallet to proceed, if it will result in the aggregate value of the eSGD(s) held in a person's DTC Wallet exceeding **\$5,000**.

14. The aggregate value of all transactions conducted by any Holder in all of such Holder's DTC Wallets shall not exceed **\$30,000** in any calendar year. When a person's DTC Wallet exceeds a certain threshold, an alert will be sent to their email and/or mobile to remind them of the limits. We may from time to time prescribe different limits on the aggregate value of a single activity, transaction or dealing involving any eSGDs that may be carried out or made through the DTC Wallet, depending on the type and nature of such activity, transaction or dealing.

### Part C – Use and Refund of the eSGDs

15. There is no expiry date or limit to validity of each eSGD, save in respect of the termination of a Holder's DTC Wallet. Notwithstanding the foregoing, we reserve the right, in our sole and absolute discretion, to impose expiry date(s) or limitation(s) to validity at any time, whether in general or specifically to a Holder's DTC Wallet. Where such expiry date or limitation to validity applies generally to all DTC Wallet, notification of such expiry date or limitation to validity will be published on the DTC Platform.

16. eSGDs may only be used by its Holder towards the payment for goods and/or services purchased from, and/or the charges of, any Merchant (or for such other purposes as we may from time to time approve) as set out on the DTC Platform, subject to such additional conditions as we may from time to time prescribe, in such methods or through such procedures as we may from time to time prescribe.

17. Without prejudice to anything contained in these Terms, eSGDs shall not (a) be used for or in connection with any unlawful or fraudulent purpose or activity, or (b) except with our prior approval, be used for or in connection with any business or commercial purpose or activity (including advertising, marketing or promotional materials).

18. Multiple eSGDs may be used for the same transaction with a Merchant.

19. If the aggregate value of the eSGD(s) in a Holder's Wallet is less than the amount payable to the Merchant in any transaction with such Merchant, the difference shall have to be topped up in the DTC Wallet of the Holder, through the prevailing methods of top up, prior to the completion of such transaction.

20. Each eSGD is used at the sole risk of the Holder. The Holder must check the number and details of eSGD(s) before such eSGD(s) are used by the Holder at any Merchant. A Merchant may decline to accept any eSGDs which has been unlawfully obtained, or has expired or been voided, or appears to have been tampered with (as applicable).

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21. eSGDs cannot be replaced if it is lost, stolen, misappropriated, confiscated, or in our opinion, has been unlawfully obtained, or has expired or been voided, or is or appears to be tampered with (as applicable). We shall not be liable for or be required to replace any such eSGDs.

#### **Part D – Specific Terms Relating to eSGDs**

22. We may from time to time credit or debit eSGD(s) to or from a person's DTC Wallet, or otherwise make such adjustments to the information recorded with respect to a person's DTC Wallet, if we determine, in our sole and absolute discretion, that a transaction (or a requested transaction) is not or should not have been successful, or is or was fraudulent or irregular, or an accounting, processing or technical error had occurred. Any such determination (and the corresponding credit, debit or adjustment) by us shall be final and conclusive against the relevant person.

23. A Holder who wishes to report any unauthorised transaction or erroneous transaction with respect to any eSGDs may do so via email at [contact.us@dtc.top](mailto:contact.us@dtc.top), or such other reporting channel as we may notify from time to time.

24. Any claim made by a Holder in relation to any unauthorised transaction with respect to eSGD(s) shall be subject to our assessment and claim resolution process, which will be communicated to the Holder at the relevant time.

25. A Holder of eSGD(s) shall be liable for actual loss arising from an unauthorised transaction in respect of eSGDs, where such Holder's recklessness was the primary cause of loss. This includes where such Holder loses his private keys in respect of his DTC Wallet.

26. For the avoidance of doubt, paragraphs 24 and 25 above shall not apply to authorised transactions. The Holder shall be liable for all authorised transactions.

27. Each Holder shall provide us with such document(s) and information as we may require in connection with any (actual or reported) unauthorised or erroneous transaction.

28. The purchase, use and carrying out of any activity or transaction or the making of any dealing involving any eSGDs shall be subject to such additional procedural or operational requirements as we may prescribe from time to time. A failure by a Holder and/or a Purchaser to observe or comply with such procedural or operational requirements may result in a delay in our processing or giving effect to the relevant purchase, use, activity, transaction or dealing.

29. Each Holder is wholly responsible for the lawfulness, legitimacy and compliance with all applicable legal and regulatory requirements in respect of any transaction they undertake in respect of their eSGDs or for which they receive eSGDs.

## **Part E – Specific Terms Relating to the Use of DTC Wallets**

31. We may from time to time publish additional guidelines, rules, and conditions applicable to your use of

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any DTC Wallet. You agree to comply with these additional guidelines, rules and conditions, which are incorporated by reference into these Terms.

32. We have no obligation to provide, or continue to provide the DTC Wallet, or any part thereof, now or in the future. We reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to (a) modify, suspend or discontinue any DTC Wallet; (b) restrict or modify access to any DTC Wallet; and/or (c) modify and/or waive any charges in connection with any DTC Wallet. You are deemed to agree to such modifications if you continue the use of the DTC Wallet.

33. Transaction Fees (whether to miners, forgers, nodes or otherwise) may be incurred arising out of or in connection with your use of the DTC Wallet. Any such charges and/or fees shall be borne by you.

34. Certain transactions and activities, including the provision of services or products may be performed or facilitated through the DTC Wallet (e.g. participating in initial token sales) may be subject to separate terms and conditions that you have to accept in order to enter into these transactions or perform these activities.

35. You are required to apply and register for User Account to use the DTC Wallet, for which additional terms and conditions apply.

36. Your User Account is linked to the DTC Wallet you are using, and is accessed through the DTC Platform.

37. You are solely responsible for any and all transactions and activities, including the lawfulness, legitimacy or regulatory compliance of such transactions and activities, which occur on the DTC Wallet under your User Account, which shall be strictly for your use only. We are entitled to and will treat all such transactions and activities as having been conducted by you or with your knowledge and authority. For the avoidance of doubt, in cases where you have allowed any other person to use your User Account or have negligently or otherwise made your account details and/or password available to other persons, you agree that you are and remain fully responsible for (a) the transactions and activities of such other persons; and (b) the consequences of any use or misuse of your User Account.

38. We reserve the right to monitor your usage of the DTC Wallet and have the sole and absolute discretion to refuse access or use of any DTC Wallet by any person (including you or any person authorised by you) at any time without having to give any reason or prior notice.

39. To the maximum extent permitted by law, we make no guarantee, representation or warranty and expressly disclaim liability (whether to you or any person):

(a) regarding the timeliness, reliability, accuracy, completeness, accessibility, quality, operation or usefulness of any portion of the DTC Wallet;

(b) regarding the availability or appropriateness of the DTC Wallet;

(c) that the DTC Wallet will be error-free, continuously available or uninterrupted in operation, or free of viruses or other harmful components;

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(d) that the DTC Wallet will operate or function properly on your devices or operating systems or with any third party software;

(e) that the DTC Wallet will not cause any damage to your devices or operating systems;

(f) for the eSGDs or digital assets transferred or deposited in the DTC Wallet being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Law, regulation or rule;

(g) for use of the DTC Wallet for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Law, regulation or rule;

(h) for failure, malfunction or breakdown of, or disruption to, the operation of our platforms and operations (including but not limited to blockchain and blockchain-based software systems) or any technology (including but not limited to blockchain and smart contract technologies) on which the DTC Wallet relies on, for any reason whatsoever, including without limitation, due to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

(i) loss of possession of the credentials for accessing the DTC Wallet in any manner and to any extent;

(j) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability or other material characteristics of digital assets; and/or

(k) all other risks, direct, indirect or ancillary, whether in relation to digital assets and the DTC Wallet which are not specifically or explicitly contained in or stated in these Terms.

40. Your use of the DTC Wallet is voluntary and at your sole risk. 41. You are solely responsible for

(a) your reliance on the DTC Wallet and the information available through the DTC Wallet; (b) any liability or damage that you may incur through use of the DTC Wallet; and

(c) all decisions or actions resulting from your use of the DTC Wallet and its contents.

42. The underlying protocols relating to digital assets that you transfer or deposit to the DTC Wallet may be subject to changes beyond our control. This may affect the valuation and/or functionality associated with such digital assets. You acknowledge and agree to accept all risks associated with digital assets. We may but have no responsibility to assist you to mitigate against any consequences arising out of or in connection

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with any changes to such protocols.

43. Internet communications may be susceptible to interference or interception by third parties. Such interference or interception may include cyber-attacks, distributed denials of service or errors, malicious exploitation of defects or vulnerabilities associated with the source codes associated with the DTC Wallet. Where appropriate, we may use available technology to protect the security of the DTC Wallet and digital assets transferred or deposited to the DTC Wallet. To the maximum extent permitted under Applicable Laws, we make no warranties that the DTC Wallet is free of infection by computer viruses, any malicious software, interference or interception by third parties, or other unauthorised software, and disclaim all liability for the security, authenticity, integrity or confidentiality of any transactions made through the DTC Wallet.

44. In the event of any loss, hack or theft of digital assets from the DTC Wallet, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against us.

45. We have no obligation to provide any maintenance, support or other services in relation to the DTC Wallet, including providing any telephone assistance, documentation, error corrections, updates, upgrades, bug fixes, patches, and/or enhancements.

46. Your access to and/or use of the DTC Wallet may also be interrupted, suspended or restricted where we provide any maintenance, support or other services in relation to the DTC Wallet.

47. The DTC Wallet enables you to:

(a) send, transfer, deposit, store, track and manage supported digital assets; (b) use the digital assets in the DTC Wallet; and/or

(c) undertake transactions that are supported by us, including to participate in selected initial token sales and coin offerings. We will from time to time keep you updated with details of supported transactions. Except for such supported transactions, the DTC Wallet will not support other transactions and you will not be able to use the digital assets deposited in the DTC Wallet for such other transactions or purposes. For the avoidance of doubt, each DTC Wallet may have different supported transactions.

48. The DTC Wallet:

(a) may not support or have the ability to process all digital assets. You shall only transfer or deposit in the DTC Wallet those digital assets we support. Information on supported digital assets are made available through the relevant DTC Wallet and our DTC Platform; and

(b) will contain instructions on the sending, transferring, depositing, storage, tracking, management and use of supported digital assets in connection with that DTC Wallet. Your compliance with these instructions and provision of all information requested through these instructions are required to

ensure that you are able to perform these activities and properly use the DTC Wallet. If you transfer

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or deposit to the DTC Wallet digital assets that are not supported, or fail to comply with our instructions, we assume no responsibility for such digital assets, including any responsibility or liability for loss or return of such digital assets to you.

49. You acknowledge and agree that for the DTC Wallet to function, it may require a compatible device (including a mobile or computing device), appropriate third party software (such as browsers), and also connectivity to the internet. You are solely responsible for obtaining such device(s), software, and the necessary connectivity services to access and use the DTC Wallet. We assume no responsibility for such devices, software and services, or for any functionality of the DTC Wallet which is dependent on them to operate.

50. You acknowledge and agree that:

(a) the digital assets that you transfer or deposit to the DTC Wallet will be held in our digital asset / blockchain wallets and processed at our sole and absolute discretion, including storage in such online and/or offline storage (or combination thereof) as we may determine. When you seek to use your digital assets deposited in the DTC Wallet for transactions, there may be delays in operation or transmission of your transactions where we are required to obtain information that is offline. We assume no responsibility or liability for any loss, damage or penalty resulting from such delays;

(b) notwithstanding that your digital assets deposited in the DTC Wallet may only be used for transactions we support, we reserve the right, at any time, to reject and not fulfil any transaction you seek to perform for any reason whatsoever, including the unavailability of the DTC Wallet, or periods of illiquidity or volatility in the cryptocurrency market. We assume no responsibility or liability for any loss, damage or penalty resulting from our rejection or non-fulfilment of any transaction;

(c) we may, at our sole and absolute discretion, impose limits on the value or amount of digital assets that you may send, transfer, deposit, store, track, manage, or use, through the DTC Wallet; and

(d) we hold the private keys to our digital asset / blockchain wallets holding the digital assets you deposit in the DTC Wallet, and that we may access our digital asset / blockchain wallets at our sole and absolute discretion. Notwithstanding the foregoing, while we will make reasonable endeavours to protect these private keys, we disclaim all liability for the security, authenticity, integrity or confidentiality associated with these private keys.

51. You will not, and will not permit any other party to:

(a) modify, adapt, improve, enhance, alter, translate or create derivative works of the DTC Wallet;

(b) use or merge the DTC Wallet, or any component or element thereof, with other software, databases or services not provided by us;

(c) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of the DTC Wallet, or decrypt the DTC Wallet;



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- (d) interfere in any manner with the operation of the DTC Wallet;
- (e) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the DTC Wallet;
- (f) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine", "crawl" or in any way gather the DTC Wallet or reproduce or circumvent the navigational structure or presentation of the DTC Wallet without our express prior written consent;
- (g) use the DTC Wallet for any commercial purposes;
- (h) violate any Applicable Laws, rules or regulations in connection with your access or use of the DTC Wallet; or
- (i) cache, frame or link to the DTC Wallet without our prior written consent. You agree not to develop, distribute or sell any software or other functionality capable of launching, being launched from or otherwise integrated with the DTC Wallet. You may not remove, alter or obscure any copyright notice or any other proprietary notice that appears on or in the DTC Wallet.

52. Any transfer or deposit of supported digital assets into or out of any DTC Wallet shall be made from or to External Wallet(s).

53. In connection with the DTC Wallet, you will not use or designate any External Wallet which is an account or wallet established and maintained with any Centralised Exchange. We reserve the right to reject and refuse to fulfil any transaction you seek to perform with the DTC Wallet (including any transfer or deposit of digital assets to (or from) the DTC Wallet) where you have used or designated an External Wallet associated with a Centralised Exchange. If any such transaction is processed, we assume no responsibility or liability for any loss, damage or penalty resulting from your use or designation of an External Wallet associated with a Centralised Exchange.

54. In order to access and/or use the DTC Wallet, you shall have the sole responsibility:

(a) to access and use the DTC Wallet in a secure manner and to maintain, in your fully secure possession, the credentials for accessing the DTC Wallet; and

54.1 in the case where you transfer BTC to or from the DTC Wallet, to establish, and maintain, in fully operational, secure and valid, status, access to a Bitcoin Wallet and maintain, in your fully secure possession, the credentials for accessing such wallet.

55. You shall also provide to us at such time as we may require, the address(es) of the External Wallet(s).

56. In the event of any loss, hack or theft of digital assets from the DTC Wallet or External Wallets, you acknowledge and confirm that all risks in relation to the security of such wallets and the cryptographic tokens stored in such wallets shall be borne entirely by you, and you further acknowledge and confirm that you shall have no right(s), claim(s) or recourse or causes of action in any way whatsoever against us.

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57. Our obligation to provide you with the DTC Wallet and to use the DTC Wallet for any transaction (including permitting you to withdraw the digital assets deposited with us) shall be subject to your compliance with these Terms. We reserve the right to reject and not fulfil any transaction you seek to perform with the DTC Wallet where you are in breach of these Terms. In the event that we are unable to process your request to withdraw the digital assets reflected in the DTC Wallet due to your breach of these Terms or loss of access to the DTC Wallet, we may, at our sole and absolute discretion, hold such digital assets or do such other acts as we may determine and shall not be obliged to return or deliver any digital assets to you. You shall also provide to us at such time as we may require, the address(es) of the relevant External Wallet(s).

58. Upon validation and verification of transfers of the supported digital assets from your External Wallets to our digital asset / blockchain wallets on the relevant blockchain as successful and complete (with a transfer being considered successful and effected with the Required Confirmation on such blockchain), save as provided for under these Terms, such transfer shall be deemed to be final and reflected in the relevant DTC Wallet.

59. In the event that we discover any double spending of (or attempt to double spend) digital assets with respect to the digital assets transferred to the DTC Wallet, or that your transfer of digital assets is determined to be in violation of any Applicable Laws, regulations or rules and you have made any transfers of digital assets in violation of any Applicable Laws, regulations or rules, you acknowledge and agree, regardless of whether such transfers of digital assets are reflected as validated and verified on the relevant blockchain, that your transfer of digital assets to the DTC Wallet will be regarded as invalid, void and/or a nullity, and:

(a) we shall have no obligation to provide, and you shall have no right to transfer or withdraw such digital assets transferred to the DTC Wallet whether such transfer was validated and verified on the relevant blockchain as successful and complete or otherwise; and

(b) you shall further undertake to indemnify us for all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) as may be incurred by us arising from your actions.

60. It is your sole responsibility to ensure that there is no attempt to double spend and that your transfer of any supported digital assets to the DTC Wallet is not in violation of any Applicable Laws, regulations or rules if your intention is not for this paragraph to apply.

61. For the avoidance of doubt, we may, at our sole and absolute discretion, designate a different set of our digital asset / blockchain wallets for each DTC Wallet. In such a case, in the event of a transfer of supported digital assets between two (2) separate DTC Wallets, you acknowledge and agree that the source wallet will be treated as if it were an External Wallet for the purposes of the transfer, and this paragraph shall apply accordingly with the necessary modifications.

### **III. SALE OF DIGITAL ASSETS**

#### **Part A – Spot Sale of Digital Assets**

62. DTC may from time to time sell select digital assets on the DTC Platform.

63. The spot fiat to digital asset exchange rate [or the spot digital asset to digital asset exchange rate (where payment for such sale of digital assets is made in other digital assets, as the case may be)] will be displayed on the DTC Platform and updated by DTC from time to time. If you are agreeable to the exchange rate displayed in respect of a digital asset, you may submit a Purchase Order specifying the amount of such digital asset you wish to purchase.

64. DTC may impose a minimum and/or maximum order amount for each digital asset, which shall be displayed and updated from time to time on the DTC Platform.

65. Upon your submission of the Purchase Order, provided that payment is made for the Purchase Order within a specified time period, DTC shall execute the Purchase Order and transfer the digital assets purchased by you to your DTC Wallet within 3 working days.

66. You acknowledge and accept that a Purchase Order, once executed, is irreversible and may not be cancelled by you. You acknowledge and accept that you shall be solely responsible for properly checking and inputting the correct information in any Purchase Order placed by you.

67. Notwithstanding anything contained herein, DTC reserves the right to reject or unwind any Purchase Order in its sole and absolute discretion and shall not be under any obligation to disclose the reason for such rejection or unwinding of any transaction.

#### **Part B – Deferred Delivery Sale of Digital Assets**

68. DTC may from time to time sell select digital assets on the DTC Platform, the delivery of which will be made in tranches ("**Deferred Delivery Sale**").

69. The fiat to digital asset exchange rate [or the digital asset to digital asset exchange rate (where payment for such sale of digital assets is made in other digital assets, as the case may be)] and delivery schedule (actual or expected) in respect of a Deferred Delivery Sale of a digital asset will be displayed on the DTC Platform and updated by DTC from time to time. If you are agreeable to (a) the exchange rate displayed in respect of a digital asset, and (b) the delivery tranches indicated, you may submit a Deferred Delivery Purchase Order specifying the amount of such digital asset you wish to purchase. Any expected delivery schedules are based on the prevailing circumstances and information available at such time, and may be subject to change from time to time, whether reasonably required or at the sole and absolute discretion of DTC.

70. Upon your submission of the Deferred Delivery Purchase Order, provided that payment is made for the Deferred Delivery Purchase Order within a specified time period, DTC shall execute the Deferred Delivery Purchase Order and transfer the digital assets purchased by you to your DTC Wallet in accordance with the delivery tranches specified on the DTC Platform as at the time your Deferred Delivery Purchase Order is placed.

71. You acknowledge and accept that a Deferred Delivery Purchase Order, once executed, is irreversible and may not be cancelled by you (even if the digital assets subject of a Deferred Delivery Purchase Order

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have only been partially delivered to you). You acknowledge and accept that you shall be solely responsible for properly checking and inputting the correct information in any Deferred Delivery Purchase Order placed by you.

72. Notwithstanding the above paragraph, DTC reserves the right to reject or unwind any Deferred Delivery Purchase Order in its sole and absolute discretion, even if the digital assets subject of a Deferred Delivery Purchase Order have already been partially delivered to you, and shall not be under any obligation to disclose the reason for such rejection or unwinding of any transaction.

73. In the event of any delay by DTC in delivering the digital assets subject of a Deferred Delivery Purchase Order under any delivery tranche, you shall have no rights, claims or causes of action against DTC, its officers, directors or Related Parties unless such delay exceeds 3 working days.

#### IV. USER ACCOUNTS

74. You must register a User Account to use the Services by submitting a registration application to us. For the purpose of registering a User Account, you hereby agree and undertake that:

(a) you will provide DTC with your legal, truthful, accurate and complete personal information;

(b) if at any time there is any change in the personal information you had provided to us, you shall immediately notify DTC of such changes; and

(c) if any personal information you provide is illegal, untrue, inaccurate or incomplete in any aspect

(i) DTC will have the right to impose restrictions including, but not limited to, the suspension or termination of your User Account, your licence to use the Services with immediate effect without prior notice to you ("**Restrictions**"); and

(ii) you shall bear all the corresponding liabilities and consequences, and you shall indemnify and hold harmless DTC, its officers, directors, employees and Related Parties (including their respective successors), against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by DTC, its officers, directors, employees or Related Parties (including their respective successors), arising out of or in connection with your provision of such illegal, untrue, inaccurate or incomplete personal information.

75. You shall only be entitled to register a maximum of one (1) User Account.

76. DTC reserves the right, at its sole and absolute discretion, to refuse any application for a User Account and shall not be under any obligation to disclose the reason for such refusal.

77. You may be required to provide DTC with information and documents to enable DTC to carry out KYC, DTC - Terms of Service v2020.10 12

AML/CFT and other compliance checks. If you fail to produce all required information and documents requested by DTC, DTC may, at its sole and absolute discretion refuse your application for a User Account or impose certain Restrictions. DTC, its officers, directors, employees and Related Parties (including their respective successors), shall not be liable to you for any loss or damage (whether direct or consequential and including, but not limited to, loss of profits or interest) suffered by you or any other party arising out of or in connection with any action taken by DTC pursuant to this paragraph.

78. You will need to enter your Login Credentials when using certain features of the Services. If you forget your Login Credentials or are otherwise unable to access your User Account, DTC reserves the right to request for certain information, including, but not limited to:

(a) your Personal Data, for example, proof of identity, proof of residence, telephone number or email address;

(b) proof of ownership of the User Account; and

(c) any identifiable activity on the DTC Platform, for example, transaction IDs, order numbers or withdrawal amounts.

79. DTC may, at its sole and absolute discretion, refuse to retrieve your Login Credentials or restore access to your User Account if:

(a) you fail to provide any of the information requested by DTC for such purpose; (b) DTC is unable to verify your identity or ownership of the User Account; or

(c) for any other reason which DTC may notify you in writing from time to time.

80. You are solely responsible for controlling access to and the security of your User Account. You will: (a) keep your account details and password confidential and not allow any other person to access your User Account; and (b) notify us immediately if you have reason to believe that the security of your User Account has been compromised. DTC reserves the right to impose any Restrictions on you in the event that this paragraph is not complied with.

81. DTC, its officers, directors, employees and Related Parties (including their respective successors), shall not be responsible for any loss or damage suffered by you or any other party as a result of any unauthorised access to and use of your User Account, including, but not limited to unauthorised access caused by your failure to comply with paragraph 143 regardless of whether such failure is intentional or due to negligence.

## **V. COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA**

82. In this Section VI, “**Personal Data**” refers to data, whether true or not, about you which will allow you

to be identified:

(a) from that data; or

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(b) from that data and other information to which we have or are likely to have access.

83. By agreeing to these Terms, you consent to our collection and use of your Personal Data for any or all of the following purposes, by and on our behalf, and in the manner and for the purposes set out in the DTC Data Policy (the terms of which are deemed to be incorporated by reference in this paragraph):

(a) performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;

(b) verifying your identity;

(c) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;

(d) managing your relationship with us;

(e) processing payment or credit transactions;

(f) sending you marketing information about our services;

(g) carrying out KYC, AML/CFT and other compliance checks;

(h) complying with any Applicable Laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;

(i) performing or carrying out of our functions as the approved holder of eSGDs, including issuing, administering, processing claims for and providing refunds in respect of eSGDs;

(j) management and administration of our business;

(k) any other purposes for which you have provided the information; (l) any investigation, proceeding or enforcement action;

(m) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and

(n) any other incidental business purposes related to or in connection with the above.

84. You hereby acknowledge and agree that we may disclose your personal data:

(a) where such disclosure is required for performing obligations in the course of or in connection with our provision of the Services;

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(b) to third-party service providers, agents and other organisations we have engaged to perform any of the functions listed in paragraph 146 above for us; or

(c) to any of the following:

(i) our Related Parties;

(ii) our and our Related Parties' respective employees, agents, auditors, contractors, service providers and professional advisers;

(iii) any liquidator, a provisional liquidator, an administrator, a receiver, receiver and manager or judicial manager over us or any of our assets;

(iv) any regulatory, supervisory, governmental or quasi-governmental or other authority, court of law, tribunal or person, whether in Singapore or any other jurisdiction; and/or

(v) such other persons to whom disclosure is permitted by the DTC Data Policy from time to time

85. Any queries regarding this Section VI may be directed to the DTC Data Protection Officer at

privacy.policy@dtc.top. Further information on the collection, usage and disclosure of personal information can be found in the DTC Data Policy.

## **VI. ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES**

86. By accepting these Terms (or any part thereof), you represent, warrant and undertake to us that:

(a) you are at least 18 years of age;

(b) you have full legal capacity to agree to these Terms;

(c) all information provided by you to DTC is true, accurate and complete;

(d) if you are an entity (or an individual acting on behalf of an entity), you/the entity have/has full power and capacity to agree to these Terms and to exercise all your/its rights and perform all your/its obligations hereunder, and have/has taken all necessary corporate actions to authorise your/its agreement to these Terms and the exercise of your/its rights and the performance of your/its obligations hereunder;

(e) in agreeing to these Terms, you have relied on your own judgement and have not relied upon any representations, warranties or statements made or purported to be made by the DTC (other than expressly set out herein);

(f) the provision of these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the Applicable Laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and

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complied with all such restrictions at your own expense and without liability to us;

(g) these Terms constitute legal, valid and binding obligations enforceable against you in accordance with its terms and Applicable Laws and regulations;

(h) neither your acceptance of nor performance of these Terms, or your use of the Services conflicts or will conflict with, breaches or will result in a breach of, your constitutive documents (if you are an entity), any Applicable Laws, regulations, guidelines or policies, any order, writ, injunction or decree of any court of law or governmental or regulatory authority, or any agreement, undertaking, covenant, obligation or instrument to which you are a party or by which you are bound;

(i) you will comply with all Applicable Laws and regulations with respect to your activities in connection with the DTC Platform, DTC Wallet and our Services, and will not use the DTC Platform, DTC Wallet and our Services to engage in fraudulent, illegal or suspicious activities and/or transactions, including fraud, money laundering and financing terrorism;

(j) your use of the DTC Platform, DTC Wallet and/or any of the Services will not adversely affect DTC's reputation or cause DTC to assume any legal or other penalty or sanction; and

(k) all of the representations and warranties under these Terms are, and will continue to be, true, complete, accurate and non-misleading from the time of your acceptance of these Terms.

87. You further represent, warrant and undertake to us that:

(a) you have sufficient knowledge and understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of digital assets, blockchain technologies (including those relating to digital asset storage mechanisms), smart contract technologies and tokens to appreciate the risks and implications associated with use of the DTC Wallet and/or our Services;

(b) you are accessing the DTC Platform and using the DTC Wallet and/or Services at your own risk. You understand and accept that the risks associated with using our Services can be substantial, and you have carefully considered, before using the DTC Wallet and/or our Services, whether they are suitable for you in light of your circumstances and financial resources. You understand and accept that neither DTC nor its Related Parties at any point in time assume the risk of any losses suffered by you arising from or in connection with the DTC Platform and/or the Services, whether or not such loss was due to factors beyond DTC or its Related Parties' control; and

(c) you have the legal authority to deal with any digital assets that may be used in connection with your use of the DTC Wallet and/or Services and that such digital assets are not subject to any interests, claims or liens of whatsoever nature.



88. By using the DTC Platform and/or Services, you represent, warrant and undertake to us that you understand and accept any risks (whether direct, indirect or ancillary) associated with the DTC Platform, Services, and/or digital assets, which include but are not limited to the following:

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(a) digital asset price fluctuations – the prices of any digital asset, including BTC, may fluctuate significantly and may fall sharply;

(b) digital asset transactions may take some time to be confirmed, further, although the possibility is low, some digital asset transactions may never be confirmed;

(c) digital asset transactions are irreversible – if you send digital asset to any wrong person or address, you may not be able to cancel the transaction or reclaim the digital asset;

(d) if you lose or forget any PIN or password required to access and use your digital assets, the digital asset may be lost or unavailable to you;

(e) there may be inherent unknown technical defects;

(f) as the current legal supervision of digital assets is not mature, the value of a digital asset may not be protected by any law or regulation;

(g) some laws or regulations may designate digital assets as being illegal or place restrictions on the ownership and use of digital assets; and

(h) new laws, regulations, and policies affecting the use of digital assets may be issued and promulgated from time to time by various jurisdictions.

89. You acknowledge and agree that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction, and the provision of these Terms to you does not imply that the Applicable Laws, regulatory requirements or rules have been complied with.

90. Each of your representations, warranties and undertakings contained in this Section VII and anywhere else in these Terms are without prejudice to any other representation, warranty or undertaking and, except where expressly stated otherwise, no provision contained in these Terms shall govern or limit the extent or application of any other provision.

91. If, at any point in time, any event or circumstance shall occur which will or is likely to result in the breach of any of your representations, warranties and/or undertakings in these Terms, or any of them becoming untrue or incorrect in any respect, you shall, upon becoming aware of the same, immediately:

(a) cease to use the DTC Platform, DTC Wallet and the Services; and

(b) notify DTC through the customer service channel.

92. If any of your representations, warranties and/or undertakings in these Terms are breached or become untrue or incorrect in any respect, and/or upon the receipt by DTC of a notice referred to in paragraph 154 above, DTC shall have the right to:

(a) immediately suspend the provision of the Services and/or your access to the Website and DTC - Terms of Service v2020.10 17

DTC Platform; and

(b) terminate your User Account with immediate effect without having to provide any prior notice to you.

## VII. PROHIBITED USE

93. Your use of the Website, DTC Platform, DTC Wallet and our Services is subject to the restrictions and obligations contained in this Section VIII.

94. You may not use the Website, DTC Platform, DTC Wallet or any of our Services to engage in the following categories of activity (“**Prohibited Uses**”). The specific types of use listed below are representative, but are **not** to be considered to be exhaustive. We may update the Prohibited Uses of the Services from time to time, and you hereby acknowledge and agree that it shall be your sole responsibility to ensure that your use of the Website, DTC Platform, DTC Wallet, or any of our Services does not involve a Prohibited Use.

95. By using the Website, DTC Platform, DTC Wallet or any of our Services, you confirm that you will not, and you will not aid, abet, encourage or induce any third party to engage in any of the following activities:

(a) **unlawful activity:** activities which would:

(i) violate, or assist in the violation of, any Applicable Laws administered in the countries

where DTC conducts business;

(ii) involve proceeds of any unlawful activity; and/or

(iii) publish, distribute or disseminate any unlawful material or information;

(b) **abusive activity:** actions which:

(i) impose an unreasonable or disproportionately large load on our infrastructure, or

detrimentally interfere with, intercept, or expropriate any system, data, or information;

(ii) transmit or upload any material to the Website and/or the DTC Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs;

(iii) attempt to gain unauthorised access to the Website and/or the DTC Platform, computer systems or networks connected to the Website and/or the DTC Platform, through password mining or any other means;

(iv) use the User Account of another party to access or use the Website and/or the DTC Platform;

(v) develop any third-party applications that interact with the Website and/or DTC Platform without our prior written consent; and/or

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(vi) transfer your User Account access or the rights to your User Account to a third party, unless by operation of law or with our express permission;

(c) **abuse other Users:** activities which:

(i) interfere with another User's access to or use of the Website, DTC Platform,

DTC Wallet, or any of the Services;

(ii) defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others, including but not limited to DTC, its representatives, employees and agents;

(iii) incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; and/or

(iv) use any robot, spider, crawler, scraper or other automated means or interface not provided by DTC to access the Services or to harvest or otherwise collect information from the Website and/or the DTC Platform, including but not limited to personal information on Users, without proper consent;

(d) **fraud:** activity which operates to defraud Users or any other person; provide any false, inaccurate, incomplete, or misleading information to DTC;

(e) **gaming:** gaming activities (the playing of any game of chance or of mixed chance and skill for money or money's worth) including amongst others:

(i) lotteries;

(ii) bidding fee auctions;

(iii) sports forecasting or odds making;

(iv) fantasy sports leagues with cash prizes; (v) internet gaming;

(vi) contests;

(vii) sweepstakes; and/or

(viii) games of chance;

(f) **intellectual property infringement:** any transactions, activities, and/or actions that:

(i) modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store proprietary or confidential data or other similar information provided via the Website, without our express prior written consent;

(ii) make use of intellectual property, name, or logo, including use of trade or service marks belonging to DTC without express consent from us or in a manner that otherwise harms

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DTC;

(iii) reverse engineer or disassemble any aspect of the DTC Platform, DTC Wallet and/or the Services in an effort to access any source code, underlying ideas and concepts, and algorithms which are not already publicly disclosed by DTC; and/or

(iv) implies an untrue endorsement by or affiliation with DTC;

(g) **activity which brings disrepute and/or is detrimental to DTC:** any activity which could be expected to bring disrepute upon or be detrimental to DTC, the Services, the Website, the DTC Platform, you, the Users, or any other third party;

(h) **Disqualified Person/Entity:** if you are a Disqualified Person/Entity, using any virtual private network, proxy service, or any other third party service network, or product with the effect of disguising your internet protocol (IP) address or location;

(i) **prohibited businesses:** use the Website, DTC Platform and/or the Services in connection with any business, activity, practice, or item which is prohibited or in conflict with the Applicable Laws; and/or

(j) **breach of these Terms:** any activities, and/or actions that are in breach of and/or violate these Terms.

96. In the event you become a Disqualified Person/Entity, you should immediately:

(a) stop accessing the DTC Platform and using the Services; and

(b) notify DTC through the customer service channel to terminate your use of the Services, upon which DTC may, at its sole and absolute discretion, refund you for any unutilised portions of the Services.

## VIII. LIMITATION OF LIABILITY AND INDEMNIFICATION

97. Without prejudice to any other right or remedy under these Terms and to the maximum extent permitted by all Applicable Laws, regulations and rules of the Republic of Singapore, in the event you suffer any loss as a result of or in connection with the use of the DTC Platform, DTC Wallet or any of the Services, a hack or theft of any digital assets, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against DTC, its directors, officers, employees, agents, successors, permitted assigns or Related Parties.

98. Any links or references to any third-party website or source provided by DTC is for your convenience and reference only. DTC does not guarantee that such third-party websites and sources are secure and free of viruses. Further, DTC, its officers, directors, employees and Related Parties (including their respective successors), shall not be in any way responsible if you are unable to access such third-party

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websites and sources for any reason.

99. To the maximum extent permitted by law, we shall not be liable for any damage or loss of any kind, or any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever, arising out of or relating to:

(a) your use, access or reliance on the DTC Platform, DTC Wallet (including any transaction conducted through the DTC Wallet or using eSGDs) and/or any of our Services;

(b) the furnishing or performance of the DTC Wallet or the eSGDs or our Services or any delay or failure thereof; regardless of the form of action whether in contract, tort (including negligence), product liability or otherwise, even if we have been advised of the possibility of such damages.

100. In any event, the cumulative aggregate liability of DTC, its directors, officers, employees, agents, successors, permitted assigns and Related Parties in tort, contract or otherwise, arising out of or in connection with the use of the Website, DTC Platform, DTC Wallet and/or any of the Services shall not for any reason exceed **S\$100**. This limitation applies to all causes of action in the aggregate including, without limitation, breach of contract, breach of warranty, negligence, misrepresentations, strict liability, and other torts. In any jurisdiction in which these limitations of liability are restricted, our liability is limited to the greatest extent permitted by law.

101. You hereby agree to waive all rights to assert any claims against DTC, its directors, officers, employees, agents, successors, permitted assigns and Related Parties under the Applicable Laws and agree that you may make claims based only on these Terms.

102. To the maximum extent permitted by the Applicable Laws, regulations and rules of the Republic of Singapore, you shall indemnify, defend, and hold DTC, its directors, officers, employees, agents, successors, and permitted assignees ("**Indemnified Persons**") harmless from and against any and all losses, damages, actions, proceedings, costs, expenses, claims, demands, liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) which may be suffered or incurred by the Indemnified Persons or asserted against the Indemnified Persons by any person, party or entity whatsoever arising out of the following:

(a) a breach of any warranty, representation, or obligation by you of any provision in these Terms;

- (b) your use and access of the DTC Platform and our Services including the use of the DTC Wallet;
- (c) our reliance on information, data or records provided by you;
- (d) your violation of any Applicable Law or the rights of any third party; and/or
- (e) the occurrence of any event due to your act, omission or default which compromises the security or integrity of the DTC Platform, DTC Wallet or our Services generally

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## **IX. INTELLECTUAL PROPERTY RIGHTS**

103. The Website, the DTC Platform and the DTC Wallet are, and shall remain at all times, the property of DTC.

104. These Terms shall not entitle you to any Intellectual Property Rights (whether such rights are registered or not), including the rights in relation to the use, for any purpose, of any information, image, design, content (including pages, documents, online graphics, audio and video), user interface, logo, trademark, service mark, trade name, domain name, or copyright in connection with the Website, the DTC Platform, the DTC Wallet, the Services, the Company or our Related Parties.

105. You represent, warrant and undertake that you will not engage in any commercial activities using DTC's Intellectual Property, including name or trademarks, and will not use any material, information or data published on the Website without DTC's prior written authorisation.

## **X. SUSPENSION AND TERMINATION**

106. We may, in our sole and absolute discretion, at any time and for any reason, with or without prior notice, suspend or terminate your access and/or use of the DTC Platform, DTC Wallet and/or any Services without liability to you, if:

- (a) you fail to comply with any of these Terms;
- (b) you have used or are using the DTC Platform, DTC Wallet and/or any Services for any fraudulent, illegal or impermissible purpose or activity including any activity which may expose or potentially expose us to civil or criminal liability or any form of third party claims;
- (c) we deem fit to do so for security reasons or to protect our interests or the interests of other users of the DTC Platform, DTC Wallet and/or any Services; or
- (d) we are required to do so in compliance with any Applicable Law or regulation, or we are ordered to do so by any enforcement, regulatory or other Governmental Authority.

107. DTC, its officers, directors, employees and Related Parties (including their respective successors), shall not be liable to you for any loss or damage (whether direct or consequential and including, but not limited to, loss of profits or interest) suffered by you or any other party arising out of

or in connection with the suspension or termination of your access and/or use of the DTC Platform, DTC Wallet and/or any Services pursuant to these Terms.

108. Upon the suspension or termination of your access and/or use of the DTC Platform, DTC Wallet and/or any Services for any reason, DTC shall not be under any obligation to:

(a) complete any processes that were incomplete as at the time of such suspension or termination; o

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(b) continue providing you access and/or use of the DTC Platform, DTC Wallet and/or any Services

109. Notwithstanding our suspension or termination of your access and/or use of the DTC Platform, DTC Wallet and/or any Services, or our suspension or discontinuance of the DTC Platform, DTC Wallet and/or any Services, you may still request for the withdrawal of any digital assets in your DTC Wallet, subject to all applicable terms and conditions.

110. Upon the suspension or termination of your access and/or use of the DTC Platform, DTC Wallet and/or any Services, you shall immediately cease the use of the DTC Platform, DTC Wallet and/or any Services. Termination shall be without prejudice to any accrued rights of either party.

111. In the event of any revisions to these Terms, and you have any objections to the amendments made, you should immediately:

(a) stop accessing the DTC Platform and using the Services; and

(b) notify DTC through the customer service channel to terminate your use of the Services, upon which DTC may, at its sole and absolute discretion, refund you for any unutilised portions of the Services.

## **XI. GENERAL TERMS**

112. Notwithstanding any other provision under these Terms, DTC's continuing obligations under these Terms are contingent upon your compliance with all the terms and conditions hereunder. DTC shall not be obliged to perform any of its obligations under these Terms, and you shall not be entitled to enforce any term hereunder against DTC, unless you have performed all of your obligations under these Terms.

113. You will provide all support, information and assistance necessary for us or our authorised representatives to conduct investigations, audits or inspections, or any other actions necessary for the purpose of ensuring proper compliance with these Terms and/or our legal or regulatory obligations, without any cost to us. This includes cooperation with all requests made in connection with verifying your identity, personal particulars, contact information, funding sources or transactions.

114. You acknowledge and accept that where there are any applicable taxes, fees, costs, expenses and charges ("**Other Charges**"), whether imposed by any other party or governmental or regulatory authority associated with a Purchase Order, Deferred Delivery Purchase Order, or any other goods or services offered by DTC, such Other Charges will be borne solely and exclusively by you. All payments made by you to DTC shall be made free from any set-off, counterclaim or other deduction or withholding of any nature whatsoever. If any deductions or withholdings are required by Applicable Law to be made from any such payments, the amount of the payment shall be increased by such amount ("**Increased Payment Amount**") as will, after the deduction or withholding has been made, leave DTC with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

115. [You further hereby agree that DTC may at any time, without notice to you, set off any amounts payable by you to DTC or any liability owed by you to DTC, against any amounts payable by DTC to you or held by DTC on your account, or any liability of DTC to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms. If the liabilities to be set off are

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expressed in different currencies, DTC may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by DTC of its rights under this paragraph shall not limit or affect any other rights or remedies available to it under these Terms or otherwise.

116. You agree that in the event of any dispute or claim between us of whatever nature arising out of or in connection with any transaction conducted through the DTC Wallet, the records of such transactions as recorded by us shall prevail. You shall fully reimburse us for all reasonable costs and expenses incurred to investigate and collate the relevant records and information in connection with such disputes or claims.

117. We may from time to time track and capture non-personal information such as the number of users and their frequency of use, profiles of users and their online preferences, using cookies on the DTC Platform and DTC Wallet. We may also collect and use technical and associated information of the device(s) that you use to access the DTC Platform and DTC Wallet. You hereby consent to our use of cookies and collection of such information, for our business purposes.

118. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire agreement between you and us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements or representations. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce these Terms.

119. We may assign our rights and duties hereunder to any third party at any time without consent or notice to you. You shall not assign these Terms or any rights or obligations herein without our prior written consent.



120. No failure or delay on the part of DTC to exercise any right or remedy conferred under these Terms shall operate as a waiver of such right or remedy, and no single or partial exercise by DTC of any right or remedy under these Terms shall preclude any further exercise thereof or the exercise of any other rights or remedies by DTC.

121. You agree that these Terms shall be construed in accordance with the laws of Singapore. Any claim or dispute arising in connection with your use of the DTC Platform, DTC Wallet and/or any of the Services shall be brought exclusively in the courts of the Republic of Singapore. Any cause of action or claim you may have against us must be commenced within one (1) year after the cause of action or claim arises.

122. You shall not reproduce, republish, post, transmit, communicate, distribute, use or otherwise exploit any content of the Website, DTC Platform or DTC Wallet in any way without our prior express written permission, which may be withheld for any or no reason.

123. Unless any goods and/or service was directly provided by us or our Related Parties, a Holder shall address and/or resolve any question, dispute or claim relating to any goods and/or services directly to and/or with the Merchant from whom the goods and/or services were obtained. Neither we nor our Related Parties shall not be liable for any claim, demand, loss, cost, expense or liability of any kind (whether direct, indirect, special, consequential or otherwise) which may be suffered or incurred by any person:

(a) in using or attempting to use any eSGDs (in any way and for any purpose);

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(b) in relation to any goods and/or services provided or to be provided by a Merchant (including for any defect, damage, disruption, failure and/or unavailability); or

(c) in connection with any act or omission by a Merchant (including the refusal of a Merchant to accept, recognise or honour any eSGDs), unless we or our Related Parties had provided the goods and/or services subject of the relevant dispute or claim.

124. Our employees, agents, auditors, contractors, service providers, professional advisors and Related Parties shall not have authority to contract or make any representations, undertakings or warranties on our behalf.

125. No person other than us, our Related Parties, Holders, Purchasers and users of our DTC Platform, DTC Wallet, and any of our Services shall have any right to enforce any term of these Terms.

126. These Terms may be translated into other languages but in the event of any inconsistency, the English version shall prevail over any other version.

127. These Terms, and all activities, transactions and dealings carried out or made in connection with or otherwise contemplated by these Terms, shall be governed by Singapore law. In carrying out any such activity or transaction or making any such dealing, each person agrees to submit to the exclusive jurisdiction of the Singapore courts. However, nothing in these Terms shall prevent us from instituting proceedings in any other court of competent jurisdiction.

## 1. DEFINITIONS

### Annex A to the Terms of Service Definitions and Interpretations

In these Terms, unless the context otherwise requires:

“**AML/CFT**” means Anti-Money Laundering/Combating the Financing of Terrorism.

“**Applicable Laws**” means all relevant or applicable statutes, laws (including any reporting and/or withholding tax requirements of any government), rules, regulations, directives, circulars, notices, guidelines and practice notes of any Governmental Authority.

“**Bitcoin Wallet**” means a digital asset wallet owned by you which is compatible with BTC.

“**BTC**” means bitcoin, the cryptographic token associated with the Bitcoin blockchain.

“**Centralised Exchange**” means any centralised web and application programming interface (API) platform which provides services to allow users of the platform to convert certain digital assets, cryptographic tokens and blockchain assets.

“**Deferred Delivery Sale**” has the meaning ascribed to it in paragraph 68.

“**Deferred Delivery Purchase Order**” means an order placed by you for purchase of digital assets in relation to a Deferred Delivery Sale on the DTC Platform in accordance with Section III Part B of these Terms.

“**digital asset**” means digital and cryptographic payment tokens, but for avoidance of doubt shall exclude eSGDs.

“**double spending**” means to undertake, or attempt to undertake, two (2) different transactions on the Bitcoin blockchain or any other digital asset network and spend the same account balance on each of the transactions.

**DTC**, “**we**”, “**us**” and “**our**” shall mean Digital Treasures Center Pte. Ltd. (Company Registration No.: 201935231K), a company incorporated in the Republic of Singapore and having its registered office at 7 Straits View #05-01 Marina One East Tower Singapore 018936, and our related and/or affiliated organisations.

“**DTC Data Policy**” means the personal data protection policy which we may published from time to time on our Website.

**“DTC Platform”** shall mean the platform(s), and hardware and software utilised for the provision of the Services, as may be operated by us from time to time.

**“DTC Wallet”** means, in relation to any person, the electronic wallet service provided, owned and DTC - Terms of Service v2020.10 26

maintained by us. For the avoidance of doubt, we may from time to time provide more than one electronic wallet per Holder, and, where there is more than one such wallet, a reference to **“DTC Wallet”** herein shall be deemed and construed as a reference to all DTC Wallets unless otherwise specified or the context so requires.

**“Disqualified Person/Entity”** means (a) any person or body corporate seeking to access the Website / use the Services from within the Excluded Jurisdictions; (b) any person (being a natural person) who is citizen of, domiciled in, or resident of, a country whose laws prohibit or conflict with the access of the Website or use of the Services; and/or (c) any body corporate that is incorporated in, domiciled in, or organised in, a country whose laws prohibit or conflict with the access of the Website or use of the Services;

**“Excluded Jurisdictions”** means the jurisdictions stipulated in Annex B of these Terms.

**“Extension Licence Period”** has the meaning ascribed to it in paragraph 79 of these Terms.

**“Extension Request”** means a request for extension of the Initial Licence Period.

**“External Wallets”** means the address(es) of one or more of your external digital asset wallet(s), as the case may be (including but not limited to a Bitcoin Wallet).

**“Governmental Authority”** means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either you or to us.

**“Holder”** means, in relation to any eSGDs, the person in whose DTC Wallet such eSGDs is for the time being credited.

**“Increased Payment Amount”** has the meaning ascribed to it in paragraph 177 of these Terms

**“Indemnified Persons”** has the meaning ascribed to it in paragraph 165 of these Terms.

**“Initial Licence Period”** means the desired term of licence in relation to the Licensed Hash Power stipulated in a CMS Order.

**“Intellectual Property Rights”** means all copyright, patents, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

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“**KYC**” means Know-Your-Customer.

“**Licensed Hash Power**” means the amount of hash power stipulated in a CMS Order.

“**Login Credentials**” means the username, password and/or any other information required to login to a User Account and/or to access certain features of the Services.

“**Merchant**” means persons which we may approve to engage in the sale of goods and/or services on the DTC Platform (which may from time to time, include DTC), and to accept eSGDs as stored in the relevant DTC Wallet as a means of payment for such sale of goods and/or services.

“**Other Charges**” has the meaning ascribed to it in paragraph 177 of these Terms. “**Party**” refers to either you or us, and “**Parties**” refers to you and us collectively. “**Payment Dispute**” has the meaning ascribed to it in paragraph 115 of these Terms. “**PDRA**” has the meaning ascribed to it in paragraph 116 of these Terms. “**Prohibited Uses**” has the meaning ascribed to it in paragraph 157 of these Terms. “**PSOA**” means the Payment Systems (Oversight) Act (Chapter 222A).

“**Purchase Order**” means an order placed by you for the spot purchase of digital assets on the DTC Platform in accordance with Section III Part A of these Terms.

“**Purchaser**” means, in relation to any eSGDs, the person who had originally purchased such eSGDs from us.

“**Receiving Address**” means your receiving digital wallet address used to digital assets.

“**Related Party**” means, in relation to any person, any of such person’s head office, branches, representative offices, related corporations or affiliates in Singapore or any other jurisdiction, and in relation to us, includes any fund or trust managed by us or any of our related corporations or affiliates

“**Required Confirmations**” in relation to:

- (a) a transfer of BTC, such transfer having six (6) confirmations on the Bitcoin network; or
- (b) a transfer of digital assets other than BTC, such transfer having such number of confirmations on the relevant blockchain / network as we may prescribe in our sole and absolute discretion from time to time such that the relevant transfer is deemed to be effectively immutable to our satisfaction;

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“**Restrictions**” has the meaning ascribed to it in paragraph 137(c)(i) of the Terms.

“**Services**” means the issuance, purchase, use and other activities, transactions and dealings involving eSGDs and the DTC Wallet, and to the extent applicable, the DTC Platform, which includes:

- (a) the sale of digital assets and other goods and services offered by Merchants on and/or through the DTC Platform.

“**eSGDs**” shall mean Digital Treasure Center E-Dollars, the functions and uses of which are as described in these Terms.

“**Terms**” means the terms and conditions contained in this document entitled “**TERMS OF SERVICE**”, as may be amended, supplemented, updated or substituted from time to time and includes the Annexes hereto;

“**Transaction Fees**” means all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with the relevant transfer.

“**User**” means a person accessing or utilising our Website, the DTC Platform, DTC Wallet and/or our Services.

“**User Account**” means an account on our DTC Platform created by us for you for use of the Services on our DTC Platform.

“**You**” refers to any person accessing the DTC Platform, or using any Services as accessible through, our Website, mobile applications or any other applications, and “**your**” shall be construed accordingly.

“**Website**” means our website which is accessible at <https://dtc.top>.

## 2. MISCELLANEOUS

In these Terms, unless the context otherwise requires:

(a) words importing the singular include the plural and *vice versa*, words importing any gender include every gender;

(b) references to a “**person**” include any company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality) and references to a “**company**” include any company, corporation or other body corporate, wherever and however incorporated or established;

(c) the words “**include**” or “**including**” shall be deemed to be followed by “**without limitation**” or DTC - Terms of Service v2020.10 29

(1) Albania# (2) Bahamas# (3) Barbados# (4) Botswana#  
(5) Cambodia# (6) Canada

“**but not limited to**” whether or not they are followed by such phrases or words of like import, and “**otherwise**” shall not be construed as limited by words with which it is associated;

(d) headings for paragraphs, parts or sections are for convenience of reference only and shall not affect the interpretation of these Terms;

(e) the words “**written**” and “**in writing**” include any means of visible reproduction; and (f) eSGDs may be constituted in an amount that is not a whole number.

(7) Democratic People's Republic of Korea#^ (8) Democratic Republic of Congo^

(9) Ghana#

(10) Iceland#

(11) Indonesia (12) Iran#^ (13) Jamaica# (14) Libya^ (15) Malaysia

## **Annex B to the Terms of Service Excluded Jurisdiction**

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(16) Mauritius#

(17) Mongolia# (18) Myanmar#

(19) Nicaragua# (20) Pakistan#

(21) Panama# (23) Somalia^

(24) South Sudan^ (25) Sudan^

(26) Syria# (27) Uganda# (28) Thailand

(29) United States of America (30) Yemen#^

(31) Zimbabwe#

(32) Any jurisdiction in which the Website, DTC Platform, DTC Wallet and/or the Services is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction

*# Jurisdictions with strategic anti-money laundering / counter-financing of terrorism deficiencies most recently identified by the Financial Action Task Force at <<http://www.fatf-gafi.org/countries/#high-risk>> (last accessed on 22 March 2020)*

*^ Jurisdictions in which designated individuals and entities are identified by the MAS for the purposes of regulations promulgated under the Monetary Authority of Singapore Act (Chapter 186) of Singapore, the United Nations Act (Chapter 339) of Singapore or the Terrorism (Suppression of Financing) Act (Chapter 325) of Singapore*