

# END USER LICENSE AGREEMENT FOR VI MOBILE APPLICATION ("THIS EULA")

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Welcome to VI!

**PLEASE READ THIS EULA CAREFULLY BEFORE DOWNLOADING OR USING THE VI MOBILE APPLICATION ("APPLICATION"). BY DOWNLOADING OR CLICKING THE "ACCEPT" BUTTON OR USING THE APPLICATION, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY.**

**IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, DO NOT DOWNLOAD OR DO NOT USE THE APPLICATION OR STOP DOWNLOADING PROCESS NOW BY CLICKING THE CANCEL BUTTON. IN THIS CASE THE DOWNLOADING WILL TERMINATE.**

**THE TERMS OF THIS AGREEMENT SHALL APPLY RETROACTIVELY TO ALL USERS FROM THE FIRST LAUNCH OF THE APPLICATION INCLUDING BUT NOT LIMITED TO THE NEW USERS, EXISTING USERS THAT HAVE SUBSCRIBED ON PRELIMINARY LAUNCH AND UPCOMING USERS.**

## **1. General Terms**

Thanks for using the Application ("**Services**"). The Services are provided by 8BIT Global Pte. Ltd ("**8BIT**"), a company incorporated in Singapore. 8BIT Global Pte. Ltd is licensed by the Monetary Authority of Singapore under the Financial Advisers Act of Singapore ("**FAA**") to conduct activity of advising others, by issuing or promulgating research analyses or research reports, whether in electronic, print or other form, concerning securities and units in a collective investment scheme.

This EULA and the privacy policy shall constitute an agreement between yourself as subscriber, user or customer and 8BIT Global Pte Ltd for your access and use of our Services, Products and Applications ( the "**Agreement**").

## **2. Acknowledgements**

2.1 The terms of this Agreement apply to the Services accessible through the Application, including any updates or supplements to the Application, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Application, the terms of an open-source licence may override some of the terms of this Agreement.

2.2 From time to time updates to the Application may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the Application and accepted any new terms.

2.3 By using the Application or any of the Services, you consent to us collecting and using technical information about the devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

## **3. Terms of Services**

You may use our Services only as permitted by law. You shall not attempt to undermine the security computing systems or networks where the Services are hosted which may impair the functionality of the Services or the websites. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You shall not attempt to copy, reproduce, distribute or reverse engineer or decompile any computer program, design, functionality and any other component of the Services and/or applications or engage in any automated data collection for any purpose whatsoever without our prior written consent. You agree and acknowledge that any unauthorised copying, use, access to or distribution of VI or any information, data and software contained therein

may cause 8BIT and its associated companies and/ or its third-party licensors irreparable injury that cannot be adequately compensated by means of monetary damages. You therefore agree 8BIT or 8I group and/or third-party licensors may enforce the breach by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other legal rights and remedies that may be available to claim losses and damages against yourself as a result of your direct or indirect use of the Application or Services

You may only use the Services in accordance with and within the limitations of your subscription as set out in this clause. You shall not purport to licence, sell, lease or outsource or otherwise share or permit the use of the Services to or with any third party for commercial use. Usage beyond this limitation will result in a suspension or cancellation of your subscription or legal suits at worst scenario and you may also be liable for payment of any costs, losses and/ or damages that may be suffered by us as a result.

#### **4. Payment of the Services**

For any paid Services provided in the website or application, you are responsible for paying all fees and applicable taxes in a timely manner. For any payment made for our Services, you warrant and represent that you are authorized to supply the information required for the payment to be completed online. 8BIT reserves the rights to change any fees at its sole discretion. Any changes will be effective upon posting through the relevant Services.

The paid fee is strictly non-refundable for the paid subscription of the Services registered by the user.

#### **5. Your VI Account**

You will need an account in order to use our Services. To protect your account, you shall keep your username and password secure and confidential at all times. You are responsible for the activity that happens on or through your account. In the event of any unauthorised use of your username and password or any other security breach, you must notify us immediately and take all other actions necessary or as required by us to maintain the security of the Services.

**6. Renewal of Your Subscription** Where applicable, upon the end of the trial period, the said Subscriber's billing cycle shall commence. Upon the conclusion of the billing cycle, the relevant subscription shall automatically renew indefinitely until and unless the Subscriber choose to turn off the auto renewal on the subscription page. The subscription will cease to auto renew and will be terminated after the expiry of the subscription when the auto renewal is turned off before the next billing date.

8BIT shall not be responsible for any incurred payment charge on the Users as the results of the auto renewal or the Users' failure to turn off the auto renewal.

#### **7. Your Content in our Services**

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content.

When you upload, submit, store, send or receive content to or through our Services, you give 8BIT (and those we work with) a worldwide, perpetual, irrevocable, fully transferable, royalty-free license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our services. You shall ensure you own the necessary rights to grant us this license for any content that you submit to our Services. We reserve the right to remove or modify your content for any reason if we believe your content violates these Terms.

Our automated systems analyse your content to provide you personally relevant product features, such as customized Services and tailored advertising. This analysis occurs as the content is sent, received, and when it is stored.

If you have an account with VI, we may display your profile name, profile photo, and any actions you take on 8BIT or on third-party applications connected to your account in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your account.

## **8. User's Obligations**

As a User, you represent, warrant and covenant that:

- You will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libellous content or information.
- You will not frame or embed the Services to circumvent the Services.
- You will not impersonate another person or gain unauthorized access to another person's Account.
- You will not introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the Services.
- You may not transfer your account to any other person and you may not use anyone else's account at any time. If you have authorized or registered another individual, including a minor, to use your account, you are fully responsible for (i) the online conduct of such user; (ii) controlling that the user's access to and use of the Services; and (iii) the consequences of any misuse.

## **9. Modification or Termination**

9.1 We will continuously improve, improvise and update our Services. We may add or remove certain features, or requirements, and we may suspend or stop a Service altogether. Accordingly, 8BIT has discretion to terminate your use of any Service for any reason. None of 8BIT, its participating users, its contributors and other business partners, third party services providers, their employees, contractors, and other agents shall have any liability to you for any such action. We would want you to learn to the fullest and you can terminate our Services any time if you decide to do so.

9.2 We may terminate this Agreement immediately by 7 days written notice to you if you commit any breach of this Agreement.

9.3 On termination for any reason:

- (a) all rights granted to you under this Agreement shall cease;
- (b) you must immediately cease all activities authorized by this Agreement;
- (c) you must immediately delete or remove the Application from all devices, and immediately destroy all copies of the Application and documents that in your possession, custody or control and certify to us that you have done so.

## **10. No Investment Recommendation and Financial Advice**

You agree and understand that any recommendation through reports, analyses and other content provided to you by the Services through the features made available in VI App is solely for general circulation and your own general information purposes. The recommendation does not take into account the specific investment objectives, financial situation or particular needs of any particular person; and any financial advice should be sought from a financial adviser regarding the suitability of the investment product, taking into account the specific investment objectives, financial situation

or particular needs of any person in receipt of the recommendation, before the person makes a commitment to purchase the investment product. We do not, whether directly or indirectly, extend any investment recommendations and offers to subscribe to or for any investment products, securities and/or instruments. Past Performance is not indicative of future results. 8BIT assume no liability for damages from or arising out of the use of such information.

## **11. Intellectual Property**

The technology and contents of the Services, including, but not limited to our websites, applications and all other materials in whatsoever forms are owned by 8BIT and/or other third party services providers or business partners or distributors or licensors, which is protected by intellectual property laws and international treaties, as may be applicable.

For your use of the Services, we grant you a non-exclusive, limited, non-transferable and revocable license, during the term of this Agreement, to use our websites and applications solely for your own personal and non-commercial use. These terms do not grant you the right to use any 8BIT's branding or logos used in our Services. You hereby agree that any third-party licensor of any portion of the Application/ Services may enforce its rights against yourself as an intended third-party beneficiary of this Agreement, even though such licensor is not a party to this Agreement.

## **12. Modification of Terms**

We may revise the terms of this Agreement from time to time and the most current version will always be posted on the Websites and/ or mobile application. The revisions will be updated and you are responsible for checking such postings regularly. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised terms. If you do not agree to the revised terms, you may cancel your subscription by sending us a request via the message function in our websites or applications, or by sending an email to us at [hello@vi.app](mailto:hello@vi.app).

We reserve our rights to stop providing Services to you, or add or create new limits to our Services at any time.

## **13. Warranties and Disclaimers**

We provide our Services using a commercially reasonable level of skill and care.

Other than as expressly set out in these terms or additional terms, neither 8BIT nor its associated companies or suppliers or distributors make any specific promises or warranties about the Services. Our Service is provided to you on an "as is" basis and, to the extent permitted by law, we make no express or implied warranty as to the accuracy, timeliness, availability or uninterrupted use of the Service.

You hereby acknowledge that your use of the services is at your sole risk and we do not provide any guarantee for the accuracy, integrity, merchantability or quality of this process or any reports and/or analysis generated by us or third party licensors. Subject to that, we will take steps to investigate and rectify any confirmed errors as soon as reasonably practicable following receipt your notification.

Performance projections are based on financial modelling and historical performance of the assets. While this method is grounded in sound financial theories, they are in no way absolute predictors of future performance. Returns shown above are in no way guaranteed.

## **14. Limitation of Liability**

To the maximum extent permitted by law, 8BIT, 8I group and its suppliers/ distributors, shall not be responsible for lost profit, revenue, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages, including without limitation any loss or damage whatsoever arising from any use of this Services. In all cases, 8BIT, 8I group and its suppliers/ distributors, will not be liable for any loss or damage that is not reasonably foreseeable. The Services are only a technology platform for the users. We are not responsible or liable for any interactions or consequential transactions following the use of our Services. We are not responsible for disputes,

claims, losses, injuries, or damage of any kind that might arise out of or relate to conduct of Users, including, but not limited to, any User's reliance upon any information provided by 8BIT and/ or its distributors or suppliers.

Our total liability arising under this Agreement shall not in any case exceed the total amount of fees paid by yourself as a user of our Application during the subscription period prior to the date the claim arose in the event it is due to our negligence and breach of terms under this Agreement. You assume sole responsibility for results obtained from the use of the Services and the conclusions drawn from such use.

## **15. Indemnity**

You agree to fully indemnify, be liable and hold harmless, 8BIT, its associated companies and third party licensors from and against any and all costs, losses and damages or liabilities (including legal fees) arising from your breach of any terms of this Agreement on the use of the Services and any other obligations you may have to us.

## **16. Third Party Services, Websites and Content**

The Services may enable you to link to the websites and to access the content, products and/or services of third parties, including users, advertisers, affiliates and sponsors of such third parties. We have no control over and are not responsible and liable for any such third party websites or content, products or services and you agree to bear all risks associated with your access to and/or use of any such third party websites, content, products and services.

## **17. Use of Information**

**17.1 Consent to Use Information.** You hereby authorize and consent to the collection, storage and use, by 8BIT and its affiliates, holding company, business partners and agents, of any information and data related to or derived from your use of the Application, and any information or data that you provide to 8BIT and its affiliates, partners and licensors ("**Information**"). The information shall include, without limitation, the following types of information and data, in an aggregate (not user level) form; search requests, search results, patterns, data and suggestions based on user actions. Notwithstanding the foregoing, you shall not provide or disclose and the Information shall not include any information or data that is personally identifiable to you. The Information will be treated as being non-confidential and non-proprietary, and 8BIT assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such Information.

**17.2 Privacy Policy.** You represent that you shall comply with the terms and conditions of the 8BIT's Privacy Policy which sets forth and describes the practices of the company with respect to the collection, use and disclosure of information in connection with your use of the Application and Services. 8BIT reserves the right to change the provisions of its Privacy Policy. Your use of the Application following the posting of such changes to the Privacy Policy will constitute your acceptance of any such changes.

## **18. Referral Rewards**

The User of VI is entitled to rewards points for each successful referral of new user for paid subscription. The referral rewards are not exchangeable for cash. If the rewards of referral is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

8BIT may at any time vary, modify or amend these terms and conditions in relation to the referral rewards program as it may, in its reasonable discretion, think fit, and you shall be bound by such variations and amendments.

### **19. Social Bubble Feature**

All statements, views or opinions expressed here are the personal views of the users of VI App. They do not represent nor should they be construed as representing statements, views or opinions of 8BIT and its associated companies. For the avoidance of doubt, any such statements, views or opinions are not and shall not be construed as financial advice.

### **20. Retirement Calculator Feature**

8BIT does not collect, use or disclose any personal information that you may enter or input into this retirement calculator. Any such information or the results of this calculator will not be used in, taken into account in or otherwise linked to other features and tools on the VI App. Therefore, for the avoidance of doubt, any research reports that may be provided via this VI App do not take into account your specific needs or circumstances.

### **21. Portfolio Consolidation Feature**

8BIT does not collect, use or disclose any personal information that you may enter or input into this portfolio section. Any such information will not be used in, taken into account in or otherwise linked to other features and tools on the VI App. Therefore, for the avoidance of doubt, any research reports that may be provided via this VI App do not take into account your specific needs or circumstances.

### **22. Miscellaneous**

#### **(a) Entire agreement**

This Agreement, together with our Privacy Policy, your registration, subscription and other notices given to you under this Agreement, supersedes and replaces all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and us relating to the Service and the use of our Websites and Applications.

#### **(b) Waiver**

No waiver of any claim, right or entitlement will be effective unless made in writing. If either Party waives any breach of this Agreement, this will not constitute a waiver of any other or continuing breach.

#### **(c) Delays**

Neither Party will be liable for any delay or failure in performance of its obligations under this Agreement if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money. If the event leading to such delay continues until the expiration of the renewal, either Party will be entitled to terminate this Agreement, upon written notice to the other, whereupon this Agreement shall forthwith terminate with no further claims on the part of either Party but without prejudice to any previously accrued claims.

#### **(d) Severability**

In the event any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

#### **(e) Relationship of Parties**

You acknowledge and agree that we are merely a service provider in connection with the Services and that nothing in this Agreement shall cause or constitute the Parties to be partners, agents or fiduciaries of, or joint ventures with, each other.

(f) Governing Law

This Agreement shall be governed and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("**SIAC**") for the time being in force which rules are deemed to be incorporated by reference to this clause.

The tribunal shall consist of one (1) arbitrator to be appointed by the President of the SIAC Court of Arbitration. The language of the arbitration shall be in English.

Last update: 10<sup>th</sup> December 2020