

## 1. TERMS OF USE

- 1.1. These Terms of Use were last updated on 23 June 2023.
- 1.2. Subject to the applicable law, you agree that by accessing this website (“**Site**”), you shall be deemed to have accepted to be legally bound by the Terms of Use herein between yourself and D-Risk Technology Pte. Ltd. (“**D-Risk**”, “**we**”, “**our**” or “**us**”). The capitalized terms used herein shall have the meaning ascribed to them in this Terms of Use.
- 1.3. The terms of this Terms of Use may be changed from time to time. Any and all changes will be posted on this page, and your access or use of the Site after such changes have been posted will constitute your agreement to the modified terms of this Terms of Use and all of the changes. You agree to review this page carefully each time you access the Site.
- 1.4. If you do not agree to these Terms of Use, please do not access or use the Site. Any continued access or use of the Site (whether this time or in future) will imply that you have accepted the terms of these Terms of Use.

## 2. SERVICES

- 2.1. Through the Site, D-Risk provides a trade credit management platform where clients can obtain an indicative score of trade counterparties using a proprietary and data-driven approach that suggests suitable credit terms and credit limits (“**Services**”).

## 3. DISCLAIMER

- 3.1. You agree that the indicative scores and other opinions provided via the Site (a) are, and will be construed solely as, statements of opinion of the relative future credit risk of companies, and not (i) statements of current or historical fact as to credit worthiness of companies, (ii) business, legal, investment or financial advice, or recommendations in respect of any securities issued or to be issued by the companies, including the purchase, holding or sale of such securities, (iii) endorsements of the accuracy of any of the data or conclusions, or (iv) attempts to independently assess or vouch for the financial condition of any company; (b) do not address other risks including but not limited to market risk and operation risk (c) do not take into account your personal objectives, financial situations or needs; and (d) will be weighed, if at all, solely as one factor in any credit decision made by you or on your behalf.
- 3.2. Accordingly, you further agree that you will with due care, make your own study and evaluation of each credit decision that you may consider making. You further agree that any material or information on this Site is not a substitute for financial advice, not an inducement or recommendation to provide such credit term and credit limit, nor in the alternative, a substitute for the exercise of independent judgement and expertise. This Site and its Services is not a substitute for financial advice, and you should always seek the assistance of a professional for advice on provision of credit, tax, the law or other professional matters.
- 3.3. Notwithstanding the foregoing, we are not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing

materials made available on the Site. Accordingly, we wish to refer you to our warranty disclaimer (Section 4).

#### **4. WARRANTY DISCLAIMER**

- 4.1. WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS AS TO THE ACCURACY, CORRECTNESS, RELIABILITY, CURRENTNESS, TIMELINESS, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SITE, INCLUDING BUT NOT LIMITED TO ANY DATA OBTAINED BY OR FROM ANY THIRD PARTIES.
- 4.2. THE SERVICES AND THE SITE ARE PROVIDED ON AN “AS-IS, WHERE-IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXPECTATION OF PRIVACY AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DO NOT WARRANT AND HEREBY DISCLAIM ANY WARRANTY THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE ARE AND WILL BE FREE OF ALL VIRUSES AND / OR OTHER HARMFUL ELEMENTS.
- 4.3. WE SHALL ALSO NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF ANY KIND, HOWSOEVER CAUSED AS A RESULT (DIRECT OR INDIRECT) OF THE ACCESS OR USE SITE, INCLUDING BUT NOT LIMITED TO ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF RELIANCE ON THE SITE.

#### **5. INDEMNITY**

- 5.1. You shall indemnify and hold us, our officers, directors, shareholders, successors-in-title, employees, agents, subsidiaries and affiliates, harmless from all demands, claims, actions, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever against us, our officers, directors, shareholders, successors-in-title, employees, agents, subsidiaries and affiliates, by any third party arising from or in connection with your use of the Site, any transmission or disclosure of any information through the Site, or with any failure by you to comply with this Terms of Use.

#### **6. ACCOUNT ADMINISTRATION**

- 6.1. You shall be responsible for all acts, activities and transactions by you carried out through the Site.
- 6.2. You agree and acknowledge that you are responsible for the security of its account information, including without limitation your username and password. You agree and will procure that you will take all appropriate measures to ensure the security and confidentiality of your username and password. We will not be responsible for all consequences arising from any unauthorized or fraudulent use of your account.
- 6.3. You agree to notify us immediately of any unauthorized use of your password and/or account.

#### **7. PROVISION OF ACCOUNT AND SERVICES**

- 7.1. You are hereby granted a revocable, non-exclusive, non-transferable, non-assignable, personal, limited licence to use the Site in accordance with the terms of this Terms of Use. All rights not expressly granted to you are reserved by us.
- 7.2. We may, at our sole discretion, with immediate effect and without any prior written notice to you, terminate your account on the Site and/or access to and licence to Site (a) if you have breached or violated any of the terms of this Terms of Use, our Privacy Policy or any other terms and conditions with us, or (b) without giving any reason whatsoever.
- 7.3. In the event of any termination, you will have no rights to the continued use or access to our Services or any risk reports purchased by you. We will have no obligation to maintain your account or to retain or forward any information in your account, except as required by the applicable law.
- 7.4. We also reserve the right to limit or suspend your access for the purpose of scheduled, ad hoc, or urgent maintenance of the Site, in which case such limitation or suspension will be communicated through the Site.
- 7.5. We may, at our sole discretion, update our Site without prior notice to you. Updates (including any patch or fix of bugs, error connections, additional, modification or removal of features, security, software, hardware, operation and/or functionality of the Site) may add, modify or delete in their entirety certain features and functionality. You acknowledge and agree that we have no obligation to provide any updates or to continue to provide or enable any particular feature or functionality.

## **8. COLLECTION OF PERSONAL DATA**

- 8.1. On registration and in the course of your use of the Site, you may provide us with personal information, including an email address and password. By providing your personal information to us, you hereby consent to our collection, use, disclosure and retention of your personal information in accordance with our Privacy Policy.
- 8.2. All information provided to us shall be true, correct and not misleading. If you provide any information that may be untrue, incorrect or misleading in any respect, you shall be in violation of this Terms of Use and we have the right but not the obligation to terminate your use of the Site at any time without notice.

## **9. PROPRIETARY RIGHTS**

- 9.1. The Site is owned and operated by D-Risk.
- 9.2. The content and materials located on this Site, including the information, images, videos as well as any software programs available on or through the Site (collectively “**Site Content**”), are protected by copyright, trademark and other forms of proprietary rights. Unless expressly stated, all rights, title, benefit and interest in the Site Content are owned by, licensed to or controlled by D-Risk.

## **10. RESTRICTIONS ON THE SITE**

- 10.1. All information made available on this Site are property of D-Risk and must not be disclosed, disseminated, or distributed to any third party. For the avoidance of doubt, the risk ratings are intended for your personal or internal use and is not intended for public disclosure or distribution.
- 10.2. You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.
- 10.3. You shall not hyperlink, reproduce, retransmit, disseminate, sell, distribute, republish, broadcast, circulate or commercially exploit any part of this Site in any manner for any public or commercial purpose without our express written consent. We shall have the discretion to consent, grant or refuse at our sole discretion and may impose terms and conditions to be adhered to arising from the written request.
- 10.4. Modification of the Site for any other purpose will be a violation of copyright and other intellectual property rights of D-Risk. Graphics and images on the Site are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of their respective copyright owners and D-Risk.
- 10.5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper operation of the Site.
- 10.6. In addition, you acknowledge and agree that you shall not:
  - 10.6.1. Use the Service for any unlawful purpose or for the promotion of illegal activities;
  - 10.6.2. Intentionally allow another user to access your account;
  - 10.6.3. Provide false or inaccurate information when registering an account;
  - 10.6.4. Interfere or attempt to interfere with the proper functioning of the Service;
  - 10.6.5. Make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; or
  - 10.6.6. Make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure.

## **11. LINKS FROM THE SITE TO OTHER SITES**

- 11.1. The Site may contain hyper-links to sites which are not produced or maintained by us. We make no representation and are not responsible for the content of those sites and shall not be liable for any damages or loss arising from access to those sites. Any content, services,

representations made on such sites are solely the responsibility of the operator of those sites and we assume no responsibility for any content, the operation or the services provided thereon. Use of the hyper-links and access to such linked sites are entirely at your own risk.

- 11.2. In no circumstances shall D-Risk be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the sites to which the Site is linked.

## **12. SUBSCRIPTION OF SERVICE**

- 12.1. The subscription of service will be subject to prior payment of the subscription fees.
- 12.2. The fees payable for each subscription will be reflected in the type of subscription. (“**Subscription Fees**”).

## **13. PAYMENT TERMS**

- 13.1. All payments to us will be made through our payment gateway service provider, *Stripe*, or any other payment gateway service provider of our choosing. Unless otherwise indicated, all payments made pursuant to this Terms of Use are exclusive of applicable taxes, and you agree to be responsible for the payment of any such taxes assessed on the Fees, including but not limited to, all sales taxes, goods and services taxes, value added taxes or similar taxes.
- 13.2. You may be required to provide your credit / debit card details to our payment gateway service provider upon the purchase of your chosen type of subscription. By providing the credit / debit card details, you authorize our payment gateway service provider to charge to your credit / debit card the applicable Fees for the purchase of the chosen type of subscription.
- 13.3. All payments through our payment gateway service provider will be subject to the terms and conditions of such payment gateway service provider. You may refer to the terms and conditions of Stripe at:-  
  
Legal – <https://stripe.com/en-sg/legal>  
Privacy Policy – <https://stripe.com/en-sg/privacy>
- 13.4. All monies paid to us are non-refundable, to the extent permitted by the applicable law.
- 13.5. We reserve the right to revise our Subscription Fees from time to time.

## **14. MISCELLANEOUS**

- 14.1. Nothing contained in this Terms of Use shall be so construed as to create any agency, employment, partnership or joint venture of any kind between you and D-Risk hereto.
- 14.2. No failure by us to exercise and no delay by us in exercising any right, power or remedy under this Terms of Use will operate as a waiver. Nor will any single or partial exercise by us of any right, power or remedy preclude any other or further exercise of that or any other right, power

or remedy by us. No waiver shall be valid unless in writing signed by us. The rights and remedies herein are in addition to any rights or remedies provided by law.

- 14.3. Except with our written consent, you shall not assign and/or transfer any of the right and/or obligations under this Terms of Use to any third party. We shall be entitled to assign and/or transfer any or all of the rights and/or obligations under this Terms of Use to any third party without your consent.
- 14.4. Any clause, stipulation or provision of this Terms of Use , or any part thereof, which is declared or adjudged to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of this Terms of Use, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clauses, stipulations or provisions in any other jurisdiction.

## **15. GOVERNING LAW**

- 15.1. This Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Singapore.

## **16. DISPUTE RESOLUTION**

- 16.1. The courts of the Republic of Singapore shall have exclusive jurisdiction to deal with any dispute arising out of or in connection with this Terms of Use, including any question regarding its existence, validity, or termination.

## **17. PRIVACY POLICY**

- 17.1. By accessing or using the Site, you are deemed to have also accepted our Privacy Policy at [https://d-risk.tech/Privacy\\_final.pdf](https://d-risk.tech/Privacy_final.pdf).

**This Agreement has been entered into on the date stated at the beginning of it.**