

## ELEVATE TERMS OF USE

The Elevate Terms of Use ("Terms of Use") stated herein constitute a legal agreement between you and Funding Societies Group of Companies (as defined hereinafter). These Terms of Use govern your access and use of the Platform, whether as a guest or as a registered user.

Please read these Terms of Use carefully. Funding Societies offer a wide range of Services to which additional terms and conditions may apply. By using the Services on the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use and the Services Terms and Conditions (if applicable). Please refrain from using the Service and the Platform if you do not agree to be bound by all or any of these Terms of Use and the Services Terms and Conditions. Funding Societies shall not be liable for payment of any costs or expenses incurred as a result of downloading and using this Platform, including any operator network and roaming charges.

### 1 DEFINITIONS

1.1 In this Agreement:

**"Account"** means a login credential that allows you to access features of the Platform and Other Services.

**"Funding Societies", "we", "our" or "us"** means:

- (i) FS Technologies Pte. Ltd. in relation to the Platform;
- (ii) FS Capital Pte. Ltd. in relation to Elevate Financing and Elevate Credit Line Facility; and
- (iii) CardUp Pte. Ltd. in relation to Elevate Account & Cards and Elevate Payables & Receivables.

(each a **"service provider"**)

For the avoidance of doubt, Elevate Account & Cards (powered by Matchmove Pte Ltd) is provided by Matchmove Pay Pte Ltd.

**"Funding Societies Group of Companies"** means Funding Asia Group Pte. Ltd. and all of its subsidiaries and affiliate companies.

**"Other Services"** means any other products provided by the Funding Societies Group of Companies.

**"Platform"** means all websites, webpages and mobile applications in relation to the Elevate offering made available for download by FS Technologies Pte Ltd.

**"Services"** means all products, services, content, features, technologies or functions offered by Funding Societies on the Platform which may include but are not limited to:

- (i) Elevate Account & Cards (powered by MatchMove Pay Pte. Ltd.)
- (ii) Elevate Payables & Receivables (powered by CardUp Pte. Ltd.)
- (iii) Elevate Credit Line Facility (powered by FS Capital Pte. Ltd.)
- (iv) Elevate Financing (powered by FS Capital Pte. Ltd.)

**"Services Terms and Conditions"**

- (i) With respect to Elevate Account & Cards - the Elevate Account & Cards Terms and Conditions available on [elevateforbusiness.sg/terms-accounts-cards](https://elevateforbusiness.sg/terms-accounts-cards)
- (ii) With respect to Elevate Payables & Receivables - Elevate Payables & Receivables Terms and Conditions available on [elevateforbusiness.sg/terms-payables-receivables](https://elevateforbusiness.sg/terms-payables-receivables)
- (iii) With respect to Elevate Credit Line Facility - Elevate Credit Line Facility Terms and Conditions available on [elevateforbusiness.sg/terms-credit-line-facility](https://elevateforbusiness.sg/terms-credit-line-facility)
- (iv) With respect to Elevate Financing products - the relevant finance documents to be signed and/or accepted by customers with FS Capital Pte. Ltd.

“you” means the end-user who accesses or uses the Platform to use the Services.

## 2 AGE, ELIGIBILITY, AND LEGALITY REQUIREMENTS

- 2.1 **For Individuals:** You must confirm that you are 21 years or older to use the Services, and by opening an Account, you declare that you are 21 years or older. Funding Societies may require you to show proof of your age at any time.
- 2.2 **For Business, Company, Body Corporate:** To use the Services, you must confirm that you have the authority to bind the business, company, body corporate or any entity on whose behalf you are using the Services, and that business, company or entity accepts these Terms of Use and the Services Terms and Conditions.
- 2.3 **Legality:** You confirm that you are not violating any applicable laws by opening an Account and using the Services.

## 3 THE PLATFORM

- 3.1 **Access:** By accessing the Platform and/or using the Services, you agree to these Terms of Use and the Services Terms and Conditions, which may be updated by Funding Societies from time to time. You are responsible for ensuring that all persons who access the Platform through your internet connection or Account comply with these Terms of Use. If you continue to access the Platform and use the Services, you will be deemed to have accepted these Terms of Use and the Services Terms and Conditions without reservation.
- 3.2 **Information Collection and Use:** We may collect and hold personal information/data (“**Personal Information**”) about you or someone else whom you have provided us with information of in this Platform, whether an Account has been reacted with us or not, that is, information that can identify you or such other party, including without limitation, full name, date of birth, gender, nationality, email address, residential address, postal address, mobile number, other contact details, identification details (including but not limited to NRIC or passport), payment details, financial details (including source of funds) and other information (including your IP address, device information or logs) that is relevant to enable us to provide you with the services you and/or the other party are, or someone else you know is, seeking, which we receive from you through our Platform.
  - a.
- 3.3 **Contents Disclaimer:** The contents and materials available to you, including but not limited to, all text, information, images, photographs, video, audio, graphics, software programs and links found on the Platform (“**Contents**”) are for informational purposes only. Before making any decision, it is solely your responsibility to obtain the necessary independent legal, accounting, tax, financial or other advice in connection with the Contents. You should evaluate the accuracy, completeness and usefulness of all information and services provided by Funding Societies. Funding Societies has made every effort to ensure that its Services are always made in accordance with the applicable regulations.
- 3.4 **Modification of Contents:** Funding Societies reserves the right to unilaterally modify and remove any Contents without any liability to you in its sole discretion.
- 3.5 **Preservation of Contents:** Funding Societies reserves the rights to access, read, preserve, and disclose any information that it receives in or from the Platform as it reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Use or the Services Terms and Conditions, including investigation of potential violations hereof, (iii) detect, prevent or otherwise address fraud, money laundering, illegal activities, security or technical issues, (iv) respond to your request, (v) protect the rights, property or safety of Funding Societies, its users and the public, and/or (vi) carry out its daily operation, activities, or in the ordinary course of its business. Funding Societies may enforce or execute these rights at any time without providing any benefits, commercial rights or compensation to you.

- 3.6 **Creation of Accounts:** To access the Platform and to use the Services, you must create an Account and password either through the Platform sign up or the other platforms and services provided by any of the Funding Societies entities. You agree to provide true, accurate, reliable, valid, and complete information about yourself to ensure that the Account is kept accurate, current and complete. If there are changes to your information, you must inform us immediately to enable effective communication.
- 3.7
- 3.8 **Account Sharing across the Group:** When you create an Account to use the Services and Platform, we will automatically create an account which allows you to access Other Services within the same jurisdiction which is provided by the Funding Societies Group of Companies. This is meant to say that upon completing the necessary onboarding flow, you will be able to use the same log-in information from this Account to log in to Other Services. You agree that we will use and combine information of your Account, including its encrypted passwords and login information with entities within the Funding Societies Group of Companies, across different Platform and Other Services to provide a more personalised experience to you. We will adjust your account information to match across your usage of the Services and the Other Services provided by different entities within the Funding Societies Group of Companies.
- 3.9 **Password and Security:** Funding Societies advises you to keep your password safe and to not share or disclose it with anyone. If you suspect or know that someone else knows your password, please notify us at [help@elevateforbusiness.com](mailto:help@elevateforbusiness.com). Funding Societies shall not be responsible or liable, directly or indirectly, in any way for any loss or damages of any kind incurred as a result of, or in connection with, your failure to comply with this clause. If Funding Societies has a reason to believe that there is likely to be a breach of security or misuse of the Platform, we may require you to change your password or suspend your Account.
- 3.10 **Privacy Notice:** Funding Societies processes your information in accordance with the Privacy Notice. By accessing the Platform and using the Services, you agree to the processing in accordance with the Privacy Notice.
- 3.11 **Performance and Availability:** Funding Societies will use reasonable efforts to keep the Platform operational 24 hours but does not guarantee that the Platform will be fault-free, uninterrupted, timely, error-free, and free of viruses, worms and/or other harmful or invasive elements. Funding Societies does not guarantee that the Platform will be protected against any malicious attack or that your data will not be compromised under such attack. In case of an interruption in your access and use, please notify us at [help@elevateforbusiness.com](mailto:help@elevateforbusiness.com). Additionally, the Platform is dependent on other third-party service providers, including but not limited to website domain hosts, service providers, and payment providers. Funding Societies does not guarantee that the Platform will be available at all times. Funding Societies may also need to occasionally perform maintenance, repairs, testing, and updates. Funding Societies will not be liable to you if for any reason the Platform is unavailable at any time or for any period.
- 3.12 **Third-Party Links:** The Platform may include hyperlinks to external websites which are not maintained by Funding Societies ("**External Websites**"). These links are provided solely for your convenience and Funding Societies assumes no responsibility for the contents, accuracy, continuity, or security of the External Websites. Additionally, Funding Societies shall not be liable for any injury, damage, expense, or loss arising from access to or use of the External Websites, or for any goods or services offered on the External Websites. Please be aware that using such hyperlinks is at your own risk.
- 3.13 **Disclaimer of Third-Party Links:** Funding Societies does not endorse any services, information, products, or materials provided by a third party through External Websites. Funding Societies is not responsible for any damages or loss resulting from your use of the External Websites, their services, information, products, or materials. Furthermore, Funding Societies is not associated or affiliated with any trademarks, logos or other devices used or displayed on the External Websites.
- 3.14 **Hyperlinking:** Your hyperlinking to, or framing of, any part of the Platform or any of the Contents constitutes acceptance of these Terms of Use and the Services Terms and Conditions (as may be amended from time to time). Please refrain or stop hyperlinking or framing the

Platform or the Contents if you do not accept the Terms of Use and the Services Terms and Conditions. For the avoidance of doubt, this clause does not exempt you from seeking Funding Societies' written permission before hyperlinking or framing the Platform or any of the Contents under Clause 6.1(k). Funding Societies may disable any hyperlink to or frame of, the Platform or any of the Contents at any time, notwithstanding any prior consent given by Funding Societies.

- 3.15 **Change of URL:** Funding Societies may amend or change the URL of the Platform at any time without the obligation to give prior notice to you.

## 4 THE SERVICES

- 4.1 **Services Options:** Funding Societies provides various Services options which may include solution offerings from third-party service providers. Funding Societies shall not be responsible for any offerings provided by third-party service providers, including their quality, reliability, or suitability for any particular purpose. You are solely responsible for evaluating and selecting the Services that best meet your needs and for any interactions or transactions with third-party providers. By using the Services, you agree to be bound by the Services Terms and Conditions which include the terms and conditions of third-party service providers. Funding Societies shall have no liability for any such interactions or transactions with third-party service providers.
- 4.2 **Services Modifications:** While Funding Societies use reasonable efforts to keep the Services operational, Funding Societies reserves the right to change our Services offerings and its availability from time to time without notice or liability to you due to technical difficulties, maintenance, repairs, testing, and updates.
- 4.3 **New Services:** Funding Societies may introduce new Services options for you from time to time, at its sole discretion. Funding Societies will make reasonable efforts to inform you of any new Service options and the applicable terms and conditions but shall have no obligation to provide any advance notice to you.
- 4.4 **Discontinuation of Services:** Funding Societies may discontinue any Service, at its sole discretion, at any time and without any liability to you. Funding Societies will make reasonable efforts to inform you of any discontinuation of Services but shall have no obligation to provide any advance notice to you. In the event of a discontinuation of a Service, you will not be entitled to any compensation or refund. Funding Societies shall have no liability for any harm, loss or damage resulting from the discontinuation of any Services.
- 4.5 **Services Disclaimers:** Funding Societies does not guarantee the functionality, suitability, reliability, satisfactory quality, merchantability, fitness for a particular purpose, successful outcome, successful dealings and transactions of the Services. Therefore, Funding Societies will not indemnify you nor provide any form of compensation whatsoever, save for instances where it is proven by a final and binding court decision that such instances are attributable to Funding Societies' gross negligence fraud and wilful misconduct. Funding Societies does not assume any advisory, fiduciary or similar other duties or act as a professional adviser to you. You agree that you have taken, or will take, the necessary independent legal, accounting, tax, financial or other advice in connection therewith before making any decision as may be appropriate in relation to the Services.

## 5 INTELLECTUAL PROPERTY

- 5.1 **Rights:** The Platform, the Services, the materials, features, function, design, and all of the Contents therein are owned by Funding Societies, its holding company, its subsidiaries, its affiliate companies, partners and third-party proprietors identified on the Platform (where applicable) and are protected by intellectual property laws. You may not reproduce, mirror, transmit, publish, perform, broadcast, store, adapt, distribute, display, license, alter, hyperlink, reverse engineer, attempt to discover any source code, sell, assign, or otherwise use, in whole or in part, in any manner, for any purpose without the prior written consent of Funding Societies. Any unauthorised use is strictly prohibited and may result in legal action.

- 5.2 **Intellectual Property:** All trademarks, marks and logos used in the Platform belong to Funding Societies, its holding company, its subsidiaries, its affiliate companies, partners and third-party proprietors identified on the Platform (where applicable). Your access to the Platform and use of the Services shall not be construed as granting any license or right to use any trademarks, marks, and logos without the prior written consent of Funding Societies and/or its relevant owners. Please refrain from using the trademarks, marks and logos as a hyperlink or mark any hyperlink to the Platform without our prior written consent.
- 5.3 **Use of Content:** You are free to check out the Contents on the Platform using your devices such as a computer, mobile phone, or tablet. You may save any Contents on your device for personal use provided that you abide by these Terms of Use and the Services Terms and Conditions.

## 6 PROHIBITED USE

- 6.1 **List of Prohibited Use:** You may not use the Platform for any of the following purposes:
- (b) any activities that violate the Terms of Use, the Services Terms and Conditions, and/or any third-party service provider terms of use.
  - (c) sharing any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.
  - (d) transmitting material that encourages action or conduct which may constitute a criminal offence or otherwise breach of applicable laws, regulations or code of practice.
  - (e) interfering with any other person's use or enjoyment of the Platform.
  - (f) accessing or tampering with parts of the Platform which are not meant for the public and systems used by Funding Societies and other third-party service providers.
  - (g) probing, scanning, or testing the vulnerabilities of any system or network or breaching or circumventing any security or authentication measures.
  - (h) accessing or searching or attempting to access or search the Platform by any means (automated or otherwise) other than through our currently available, published interface that is provided by Funding Societies (and only pursuant to the Terms of Use and the Services Terms and Conditions).
  - (i) forging any TCP/IP packet header or any part of the header information in any email or posting.
  - (j) interfering with, or disrupting (or attempting) to disrupt the access of any user, host, or network including but not limited to sending a virus, trojan, worm, logic bomb or other malicious material or technologically harmful, overloading, flooding, spamming, mail-bombing the Platform, or by scripting the creation of the Contents in such manner as to interfere with or create an undue burden or large load on the server or the Platform.
  - (k) carrying out any activities or inducing anyone to undertake any action which may (i) hinder or factually obstruct the operation of the Platform or the provision of the Services; (ii) impose any threat to its reputation; and/or (iii) result in any detrimental effects on Funding Societies business, affiliates, employees, agents, the management or relationship with any third party.
  - (l) hyperlinking to, or framing of, the Platform or any of the Contents without Funding Societies' prior consent.
  - (m) using any robot, web crawler, spider, or any other automatic device, or manual process to monitor, in whole or in part, the Platform or any of the Contents.
- 6.2 **Non-compliance:** In the event of non-compliance with the list of prohibited use above, Funding Societies shall have the right, at all times, to suspend, remove, or terminate you and to reclaim your Account without any further liability to Funding Societies. You will be responsible for any losses and costs incurred by Funding Societies resulting from your non-compliance and Funding Societies may use all available legal or equitable remedies available against you.

## 7 SUSPENSION OR CANCELLATION

- 7.1 **Account Suspension or Cancellation:** Funding Societies reserves the right to suspend or cancel your Account at its discretion if you violate any of the Terms of Use or the Services

Terms and Conditions. In the event of a suspension or cancellation, Funding Societies will make reasonable efforts to notify you via your email address or during your next attempt to access your account.

- 7.2 **Request for Cancellation:** You may cancel your Account at any time by making a cancellation request in writing to [help@elevateforbusiness.com](mailto:help@elevateforbusiness.com). We will guide you on the cancellation procedure accordingly.
- 7.3 **Clarification of Legal Rights:** The suspension or cancellation of your Accounts and your rights to use the Platform shall not affect Funding Societies' rights or liabilities nor shall it be deemed or construed as a waiver of Funding Societies' rights to take any action against you for any loss and damages suffered as a result of your breach of these Terms of Use.

## 8 DISCLAIMERS

- 8.1 **"As Is" and "As Available" Basis:** The Platform and the Services are provided by Funding Societies on an "as is" and "as available" basis without warranties of any kind.
- 8.2 **Information and Materials:** While Funding Societies try its best to make sure that the information and materials on the Platform and in relation to the Services are correct, we cannot guarantee or warrant that they are complete, accurate, up-to-date, or error-free. Funding Societies does not accept any liability for any errors or omissions, to the extent permitted by law.
- 8.3 **Compatibility:** Funding Societies does not guarantee that the Platform will be compatible with all hardware and software that you use. Therefore, we are not responsible or liable for any damage, viruses or other issues that may affect your device, software, data or other property as a result of your access to the Platform or use of the Services.
- 8.4 **Limitation of Liability:** Funding Societies, its directors, officers, employees, members representatives, affiliates, agents, parent, subsidiaries, successors and assigns shall not be liable for any losses, expenses, or damages of any kind arising from your access to the Platform or use of the Services, or any part of it, including reliance on information, tools or features provided, technical or software failures, interruptions, errors, omissions, delays, viruses, or any other cause. This includes direct, indirect, special, incidental, consequential, or punitive damages as well as loss of profit or savings, whether under contract, tort, negligence, strict liability or any other basis, even if Funding Societies has been advised of the possibility of such damages or loss.
- 8.5 **Continuing Effect:** The disclaimers above apply to the fullest extent permitted by law and remain in effect even after you stop accessing the Platform or using the Services.
- 8.6 **No Warranties & Disclaimer:** We provide no warranty, whether expressly or implied, of any kind including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or noninfringement. All such implied terms and warranties are hereby excluded. Funding Societies does not warrant that the functions contained in the materials will be uninterrupted or error free, that defects will be corrected or that this Platform or this server that makes it available is free of any virus or other harmful elements. Funding Societies does not warrant or make any representations regarding the correctness, accuracy, reliability or otherwise of the materials in this Platform or the results of their use.

## 9 INDEMNITY

- 9.1 **Indemnity:** You agree to indemnify, defend and hold Funding Societies (including our management, employees, subsidiaries, representatives and affiliates) harmless from any and all liabilities, damages, claims, actions, penalties, costs, and expenses (including legal fees) arising out of or in connection with:
- (a) information you submit, post, transmit or make available through the Platform or use of the Services

- (b) your breach of any of these Terms of Use or the Services Terms and Conditions
- (c) your access to the Platform, use of the Services, or use of the Contents
- (d) any non-compliance with or violation of prevailing laws, regulations, government policies, directives, court verdicts or arbitral awards committed by you and/or your affiliates, employees, or related parties during or after accessing the Platform, using the Services, or browsing the Platform.

This clause shall remain in effect even after you stop accessing the Platform or using the Services.

## 10 NOTICES AND ELECTRONIC COMMUNICATION

**Electronic Communications:** Notices and other communications between Funding Societies and yourself may be made through electronic means, including email or intercom on the Platform. You consent to receive communications from Funding Societies electronically and agree that electronic communications shall satisfy any legal requirements for written communications. You are responsible for keeping your contact information up-to-date and accurate for communications. Any notices or communications sent by Funding Societies to the email address on record shall be deemed by the recipient within 24 hours of the time sent unless Funding Societies receives notice of delivery failure.

## 11 DISPUTE RESOLUTION AND APPLICABLE LAW

- 11.1 **Applicable Law:** These Terms of Use and the Services Terms and Conditions shall be governed by and interpreted in accordance with the laws of Singapore.
- 11.2 **Dispute Resolution:** If you have any disputes or complaints, you may contact us using our live chat bots or write to us to [help@elevateforbusiness.com](mailto:help@elevateforbusiness.com). If the dispute remains unresolved, the parties irrevocably submit to the non-exclusive jurisdiction of the Singapore courts to settle any dispute which may arise out of or in connection with these Terms of Use or the Services Terms and Conditions.

## 12 MISCELLANEOUS

- 12.1 **Severability:** If any of the provisions of the Terms of Use or the Services Terms and Conditions is prohibited by law or becomes void or unenforceable, to the extent required, the provision shall be severed from the Terms of Use of the Services Terms and Conditions and rendered ineffective without modifying the remaining provisions. The severed terms shall not in any way affect the validity and enforceability of the remaining provisions. Funding Societies may unilaterally decide in its sole discretion a substitute provision which achieves the economic, legal and commercial objectives of the severed provision without your prior approval or notification.
- 12.2 **Variation:** Funding Societies may vary or modify the Terms of Use or the Services Terms and Conditions at any time by posting the revised Terms of Use or the Services Terms and Conditions on the Platform and/or by making an announcement on the Platform. You should therefore read the Terms of Use and the Services Terms and Conditions carefully each time you visit the Platform. If you do not wish to accept the revised terms, you should refrain from accessing the Platform and or continue to use the Services. If you continue to access the Platform and use the Services after the effective date, you'll be deemed to render acceptance of these Terms of Use and the Services Terms and Conditions without reservation.
- 12.3 **International Use:** Funding Societies cannot guarantee that materials on the Platform are suitable or available for use in locations outside Singapore. It is prohibited to access the Platform from territories where the Contents are illegal or unlawful. If you choose to access the Platform from outside Singapore, you are responsible for complying with the local laws and regulations and doing so at your own risk.
- 12.4 **Assignment:** You may not transfer or assign any of your rights under these Terms of Use and the Services Terms and Conditions. Funding Societies may transfer or assign its rights under

these Terms of Use and the Services Terms and Conditions to another entity where it reasonably believes that your right will not be affected.

- 12.5 **Consequences of Breach:** If you violate any of these Terms of Use or the Services Terms and Conditions, Funding Societies retains all rights and remedies available and no delay or failure to exercise any right or remedy shall be construed as a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.