

TERMS OF USE

1. Introduction

- 1.1. Welcome to the MariBank platform run by MariBank Singapore Private Limited and its affiliates (individually and collectively, "**MariBank**", "**we**", "**us**" or "**our**"). Please read these Terms of Use carefully before using any of MariBank's mobile applications, websites, embedded platforms (as defined below) and/or any other platforms or channels that MariBank may make available to you from time to time (each, a "**Platform**").
- 1.2. The services, functions or features MariBank provides or makes available (the "**Services**") include, but are not limited to, (a) the Platforms, (b) the services provided on the Platforms and by MariBank's client software made available through the Platforms, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services, or other materials made available through the Platforms or its related services ("**Content**").
- 1.3. By accessing the Platforms and/or using the Services, you agree to be bound by these Terms of Use. Any new features added to or augmenting the Services are also subject to these Terms of Use. If you do not accept any of these Terms of Use, you must immediately discontinue accessing the Platforms and using the Services.

2. Embedded Platform

MariBank may make certain services and products of MariBank available on the Shopee mobile application ("**Shopee App**") to eligible customers of Shopee via a platform maintained by MariBank and embedded into the Shopee App (the "**embedded platform**"). The embedded platform will be accessible to eligible customers of Shopee by clicking on an access point within the Shopee App ("**MariBank access point**") to access the embedded platform.

By clicking on a MariBank access point, and/or by accessing or using the embedded platform, you are deemed to have read and agree to be bound by these Terms of Use, which shall apply to your access and/or use of the embedded platform. If you do not accept any of these Terms of Use, you must immediately discontinue accessing the embedded platform.

3. Disclaimer

- 3.1. The information and materials contained in the Platforms and/or accessed through the Services are provided on an "as is" and "as available" basis, and are of a general nature which have not been verified, considered or assessed by MariBank in relation to the making of any specific investment, business, financial or commercial decision. You understand that such information and materials do not constitute as accounting, legal, regulatory, tax, financial or other advice, and do not take into account the specific investment objectives, financial situation or particular needs of any particular person. The information and materials contained in the Platforms and/or accessed through the Services are provided for general information only, and you should seek professional advice at all times, and obtain independent verification of the information and materials contained therein before making any decision based on any such information or materials.
- 3.2. The information and materials contained in the Platforms and/or accessed through the Services shall not be considered or construed as an offer, recommendation, solicitation, or advice to buy or sell any product and shall not be transmitted, disclosed, copied or relied upon by any person for whatever purpose.
- 3.3. The information and materials contained in the Platforms and/or accessed through the Services, including any statement, opinion, figures, data, projections and underlying assumptions, are based on certain assumptions, management forecasts and analysis of known information and reflects prevailing conditions, all of which are subject to change at any time without notice.

MariBank does not undertake an obligation to update the information or to correct any inaccuracy that may become apparent at a later time.

- 3.4. MariBank does not warrant the truth, accuracy, adequacy, completeness or reasonableness of the information and materials contained in the Platforms and/or accessed through the Services, and expressly disclaims liability for any errors in, or omissions from, such information and materials. No warranty of any kind, implied, express or statutory (including but not limited to, warranties of title, merchantability, satisfactory quality, non-infringement of third-party intellectual property rights, fitness for a particular purpose and freedom from computer virus and other malicious code), is given in conjunction with such information and materials, or the Platforms or Services in general.
- 3.5. Under no circumstances shall MariBank be liable regardless of the form of action for any failure of performance, system, server or connection failure, error, omission, interruption, malfunction, breach of security, computer virus, malware, malicious code, corruption, delay in operation or transmission, incorrect, garbled or incomplete data transmission, in connection with your access to the Platforms and/or use of the Services, even if MariBank had been advised as to the possibility.
- 3.6. In no event shall MariBank be liable to you or any other party for any damages, losses, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) arising in connection with your access to the Platforms and/or use of the Services; or reliance on any information or materials contained in the Platforms or accessed through the Services, regardless of the form of action and even if MariBank had been advised as to the possibility of such damages.
- 3.7. MariBank does not guarantee that any SMS, emails, messages or other electronic communications transmitted via the internet or mobile networks (collectively, “**communications**”) will be sent to you or received by MariBank; nor does MariBank warrant the privacy or security of these communications during transmission, which is outside MariBank’s reasonable control. MariBank accepts no liability for any loss or damage arising from any communications, whether sent by you, or by MariBank or otherwise.

4. Third Party Sites

For your convenience, MariBank may include links to websites, software, mobile applications, and platforms owned, controlled or offered by third parties (“**Third Party Sites**”). These Third Party Sites are not under the control of MariBank and MariBank cannot accept responsibility for the contents of or the consequences of accessing these Third Party Sites. Furthermore, the links provided in the Platforms shall not be considered or construed as an endorsement or verification of such Third Party Sites or the contents therein by MariBank. You agree that your access to and/or use of such Third Party Sites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein. MariBank shall not be responsible for any loss or damage arising in connection with any Third Party Sites.

5. Indemnity

You hereby agree to indemnify and save MariBank harmless against all damages, losses, expenses and costs (including legal costs) suffered or incurred by MariBank in connection with or arising from (1) your access to the Platforms and/or use of the Services; or (2) any other party's access to the Platforms and/or use of the Services using your user ID and/or login password; or (3) your breach of any of these Terms of Use; or (4) any other party's breach of any of these Terms of Use where such party was able to access to the Platforms and/or use the Services by using your user ID and/or login password.

6. Intellectual Property Rights

All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("**Intellectual Property**") displayed on the Platforms are the property of MariBank and where applicable, third party proprietors identified in the Platforms. No right or licence is granted directly or indirectly to any party accessing the Platforms to use or reproduce any Intellectual Property, and no party accessing the Platforms shall claim any right, title or interest therein. By accessing the Platforms and/or using the Services, you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Platforms and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Platforms or its Content. You also may not, without MariBank's prior written consent, mirror or frame any part or whole of the contents of the Platforms on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy the Content, without MariBank's prior written consent (such consent is deemed given for standard search engine technology employed by internet search websites to direct internet users to the Platforms).

7. Availability

- 7.1. The information and materials contained in the Platforms and accessed through the Services are subject to change (including, without limitation, modification, deletion or replacement thereof) without notice.
- 7.2. MariBank reserves the right to change, modify, suspend or discontinue any portion of the Platforms and/or Services. MariBank may also impose limits on certain features or restrict your access to parts of, or the entire Platforms and/or Services in its sole discretion and without notice or liability.
- 7.3. MariBank reserves the right to refuse to provide you access to the Platforms and/or Services for any reason.
- 7.4. Your eligibility for the products and services described in the Platforms and/or Services is subject to MariBank's discretion. MariBank may accept or reject your applications for these products and services at its discretion, and subject to any conditions it deems fit to impose. Any description of the products and services is qualified in its entirety by the terms and conditions of these products and services.
- 7.5. The contents in this Platforms and/or the Services do not constitute the distribution of any information or the making of any offer or solicitation by anyone in any jurisdiction in which such distribution or offer is not authorized or to any person to whom it is unlawful to distribute such contents or make such an offer or solicitation.

8. Privacy

Your privacy is very important to MariBank. To better protect your rights, MariBank has provided its Privacy Policy to explain its privacy practices in detail. Please review the MariBank Privacy Policy to understand how MariBank collects and uses the information associated with your access to the Platforms and/or use of the Services. By accessing the Platforms and/or using the Services, you agree to these Terms of Use and accordingly consent to MariBank's collection, use, disclosure and/or processing of your personal data as described in the MariBank Privacy Policy.

9. Governing Law and Jurisdiction

Nothing herein shall be construed as a representation by MariBank that the information and materials contained in the Platforms and/or accessed through the Services is appropriate or available for use in geographic areas or jurisdictions other than Singapore. By accessing the Platforms and/or using the Services, you agree that such access and/or use, as well as these

Terms of Use shall be governed by, and construed in accordance with, the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of the Singapore courts.

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