

SPOKKZ

WEBSITE TERMS AND CONDITIONS

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SPOKKZ TERMS OF USE

Welcome to the <https://spokkz.com> website (the "**Website**"). Please read these terms and conditions carefully (the "**Terms of Use**"), as they govern your use and access of the Website, including (but not limited to) for purposes of purchasing the standard Ethereum ERC20-compatible SPOKKZ Tokens (the "**SPOKKZ Tokens**") from SPOKKZ Global Foundation Ltd, a validly established non-profitable foundation under the laws and regulations of Singapore (together with its parent company, subsidiaries and affiliates, "**Spokkz**"). By accessing and/or using the functionalities as provided on the Website, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not access and/or use this Website.

These Terms of Use are a legally binding agreement between you, the user, and Spokkz, individually referred to as a "**Party**" and collectively, the "**Parties**".

Access to and use of password protected and/or secure areas of the Website are restricted to certain individuals with accounts only. You may not obtain or attempt to obtain unauthorised access to such parts of the Website, or to any other protected information, through any means not intentionally made available by us for your specific use. A breach of this provision may be an offence under the Computer Misuse Act (Chapter 50A) of Singapore.

The Website is appropriate and available for users who are 18 years of age or older for personal use and is not offered for commercial use. The Website is not for children under the age of 18 years old. By using this Website, you warrant that you are (i) 18 years of age or older, (ii) not barred from using the Website or internet under any applicable law, and (iii) using the Website for personal use. If you do not meet all three of these requirements you must not use the Website.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless otherwise defined, the following terms shall have the meanings assigned to them below in these Terms of Use:

"Intellectual Property" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Materials" means, collectively, all web pages on the Platform, including the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available on the Platform and the functionalities or services provided on the Platform;

"Platform" means the platform that is to be developed by Spokkz and/or its related entities, as stated on the Website;

"Prohibited Material" means any information, graphics, photographs, data and/or any other material that;

(a) contains any computer virus or other invasive or damaging code, program or macro;

(b) infringes any third-party Intellectual Property or any other proprietary rights;

(c) is defamatory, libellous or threatening;

(d) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law (including without limitation the provisions of the Singapore Broadcasting Authority (Class Licence) Notification 1996); and/or

(e) is or may be construed as offensive and/or otherwise objectionable, in our sole opinion;

"Services" means any related services connected to the Website; and

"Trademarks" means the trademarks, service marks, trade names and logos used and displayed on the Platform.

2. ACCEPTANCE OF TERMS

- 2.1. By using and accessing the Website, you conclude a legally binding agreement with Spokkz, the owner and administrator of the Website. You also accept without limitation or qualification the Privacy Policy as found at <https://spokkz.com/static/documents/Privacy.pdf>.

- 2.2. We may amend these Terms of Use at any time by posting a revised version on the Website. An individual notice **will not** be sent to you. Any amended Terms of Use shall replace all previous versions of the same. If you do not agree to the amendments or changes to the Terms of Use, you should

immediately cease use of any of the services on the Website. After any such amendment becomes effective, we will deem your continued use of the Website to constitute acceptance and agreement to such amendment. You can review the most current version of the Terms of Use at any time at <http://spokkz.com/static/documents/Terms-And-Conditions.pdf>.

- 2.3. We will, from time to time, post on the Website, guidelines, notices, operating rules and policies and instructions relating to the use of the Website (the "**Guidelines**"). All such Guidelines are hereby incorporated by reference into the Terms of Use. You agree to comply with any and all the Guidelines, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these Guidelines at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Website.

3. SALE AND PURCHASE OF THE SPOKKZ TOKENS

- 3.1. Instructions on the purchase of the SPOKKZ Tokens, as well as details as to the timeline, pricing, and distribution will be posted on the Website, and updated periodically from time to time. By using the Website to purchase SPOKKZ Tokens from us, you agree and acknowledge that you have read and understood these instructions, and that you have followed these instructions in making your purchase of the SPOKKZ Tokens.
- 3.2. If necessary, we may require you to register and create an individual account including a login and password for the purposes of purchasing the SPOKKZ Tokens. By doing so, you warrant that all information you have provided for in your account is current, complete and accurate.
- 3.3. You hereby expressly warrant that you are solely responsible for the use of your login and password and for everything done using your registration details, including the privacy and confidentiality of your login and password, and shall be fully and solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.
- 3.4. Spokkz has sole discretion to approve the opening of accounts. Additionally, Spokkz reserves the right in its absolute discretion to suspend accounts temporarily or permanently, including where required or recommended by applicable governmental, regulatory, or law enforcement requirements or where you fail to provide sufficient information to verify your identity.

4. GENERAL USE AND ACCESS TO THE WEBSITE

- 4.1. You agree:
 - 4.1.1. to access and/or use the Website only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Website in good faith; and
 - 4.1.2. to ensure that any information or data you provide to us via the Website is accurate and agree to take sole responsibility for such information and data.
- 4.2. You agree and undertake NOT to:
 - 4.2.1. impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;

- 4.2.2. use the Website for illegal purposes;
 - 4.2.3. attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform or Services;
 - 4.2.4. post, promote or transmit through the Website any Prohibited Material;
 - 4.2.5. interfere with another's utilization and enjoyment of the Website;
 - 4.2.6. use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Website's data or damage or interfere with the operation of another user's computer or mobile device or the Website; and/or
 - 4.2.7. use the Website other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.
- 4.3. We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Website and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Website.
- 4.4. We reserve the right, but shall not be obliged to:
- 4.4.1. monitor, screen or otherwise control any activity, content or material on the Website. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action we deem appropriate;
 - 4.4.2. prevent or restrict the access of any individual to the Website;
 - 4.4.3. report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
 - 4.4.4. to request any information and data from you in connection with your use of the Website at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.
- 4.5. If you believe your account has been compromised, or you need to report a security incident, or you have experienced any operational problems, or have a security concern, please contact us immediately at support@spokkz.com. We have no responsibility for any loss that you suffer as a result of failing to comply with this section, or any failure to follow or act on any notices or alerts that we may send to you.

5. INTELLECTUAL PROPERTY

- 5.1. The Intellectual Property in and to the Website (and the Materials) are owned, licensed to and/or controlled by us and/or our licensors. We reserve the right to enforce the Intellectual Property to the fullest extent of the law.
- 5.2. No part or parts of the Platform, or any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant Intellectual Property owners. Subject to Clause 5.3, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant Intellectual Property owners retain all copyright and other proprietary rights in the Materials and that all notices remain visible in the Materials.
- 5.3. The Trademarks are registered and unregistered trademarks of ours or third parties. Nothing on the Website and in these Terms of Use shall be construed as granting, whether expressly, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a "hot" link to any other website) any Trademarks displayed on the Website or Services, without our written permission or that of any other applicable trademark owner.

6. DISCLAIMER OF WARRANTIES

- 6.1. Your use of the Website is at your sole risk. We disclaim all warranties of any kind whatsoever, whether express or implied. Without prejudice to the foregoing, we make no warranty:
 - 6.1.1. on the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the Website;
 - 6.1.2. that the Website will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;
 - 6.1.3. that the Website is free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and/or
 - 6.1.4. on the security of any information transmitted by you or to you through the Website, and you accept the risk that any information transmitted or received through the Website may be accessed by unauthorised third parties and/or disclosed by us or our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and electronic mail may be subject to unauthorised access, diversions, interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.
- 6.2. We cannot and do not endorse, and cannot be responsible for, the messages, views, opinions, research and recommendations of individuals, users, and organisations of deemed interest, or advocate any patronage of any particular service provider, course of treatment or commercial dealings nor does the inclusion on the Website of a link to other website(s) or resources imply any form of endorsement by us.
- 6.3. We do not actively review or edit the messages, views, opinions, research and recommendations of users, even if such messages, views, opinions, research

and recommendations are made by the users using the Website. While the information on the Website has been obtained from sources believed to be reliable, none of the data, news, information, reports or opinions nor any of the recommendations (if any) has been customised for any specific person or class of persons. Therefore, any use of the Website is at your own risk.

- 6.4. By making available information and data on the Website, including facts, views, opinions and recommendations of individuals and organisations of deemed interest, we and our content providers are not giving or purporting to give or representing or holding ourselves or themselves out as giving financial, investment, tax, legal and other professional advice or opinions. You shall always seek the relevant professional advice before making any decisions.

7. LIABILITY AND INDEMNITY

- 7.1. We shall not be liable to you for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to damages for loss of profits, opportunity, goodwill, use, data or other tangible or intangible losses (even if we have been advised of the possibility of such damages or losses), resulting from:

- 7.1.1. the access or use or the inability to access or use the Website;
- 7.1.2. reliance on any data or information made available through the Website. You should not act on such data or information without first independently verifying its contents;
- 7.1.3. any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros;
- 7.1.4. any use of or access to any other website or webpage linked to the Website, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same; and/or
- 7.1.5. instances where Spokkz has been prevented from performing the transaction properly or on time, for example as a result of matters beyond the reasonable control of Spokkz, force majeure or measures, orders, and/or decrees issued by domestic or foreign governmental authorities.

- 7.2. Any risk of misunderstanding, error, damage, expense or losses resulting from the access or use of the Website is entirely at your own risk and we shall not be liable therefor. You are fully aware that the access to and the use of the Website through the Internet, the wallet, and from abroad might violate foreign laws applicable to you. You undertake to inform yourself and to assume sole responsibility and liability for any risks relating to such foreign legislation. Any responsibility and/or liability of Spokkz regarding the possible infringement of foreign laws in connection with your access or use of the Website and Services from abroad is expressly and completely excluded.

- 7.3. You agree to wholly indemnify and hold us, and our subsidiaries, affiliates, officers, agents or other partners, and employees, harmless from any claim, demand, expenses, losses or damages including attorneys' fees, made by any third party due to or arising out of your violation of these Terms of Use.

8. PRIVACY POLICY

All personal data about you is subject to our privacy policy accessible at <https://spokkz.com/static/documents/Privacy.pdf> (the “**Privacy Policy**”). The Privacy Policy shall be deemed to be incorporated into these Terms of Use by reference to this Clause.

9. TERMINATION

- 9.1. In our sole and absolute discretion, we may with immediate effect, terminate your use and disable your access to the Website, for any reason whatsoever, including a breach of any of these Terms of Use or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing you access to the Website.
- 9.2. Restriction, suspension or termination of your access to all or any part of the Website shall be without prejudice to any other rights or remedies we may be entitled to under the Terms of Use, at law or in equity and shall not affect any accrued rights or liabilities nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such restriction, suspension or termination.

10. CONSENT TO ELECTRONIC DELIVERY

- 10.1. You consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, “**Communications**”) that Spokkz may provide in connection with this Terms of Use, your account or any Services. You agree that Spokkz may provide these Communications to you by posting them via the Website, emailing them to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

11. GENERAL

- 11.1. The Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Singapore, and any claims or disputes of whatever nature arising out of or in connection with the Terms of Use, Website or Services shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 11.2. Our delay or failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.