

CRYPTO GLOBAL UNITED TERMS OF USE

Effective Date: 20th February 2023

Please read these Terms of Use (“Terms”) carefully before using this website at www.cgu.io (“Site”). By browsing, accessing and/or using this Site, you signify and agree that you have read and accepted these Terms. If you do not agree to these Terms, please exit our Site and refrain from any further use and/or access to our Site. You are responsible for your compliance with all applicable laws and regulations in any jurisdiction.

1. GENERAL

- 1.1. These Terms govern your use of or access to our Site, including any information, services, contents, functionalities, products or features that form part of the Site as offered and/or operated by Dragonfly Pte. Ltd. (“**Dragonfly**”, “**we**”, “**us**”, “**our**”), doing business as Crypto Global United (“**CGU**”). “**You**” and “**your**” refers to any person and/or entity accessing and/or using the Site. These Terms constitute a binding agreement between you and Dragonfly.
- 1.2. You are solely responsible for seeking independent professional advice regarding your lawful ability to agree to these Terms and access the Site, as well as the legal implications for you to access and use the Site.
- 1.3. Your right to access and use the Site is revoked where:
 - 1.3.1. these Terms or use of the Site is prohibited by the laws applicable to you or
 - 1.3.2. the offering, sale or provision of the information, services, contents, functionalities, products or features on the Site conflicts with any applicable law, rule or regulation.
- 1.4. The Site is offered only for your use, and not for the use or benefit of any third party.
- 1.5. We may revise these Terms at any time without prior notice to you. You should visit this page from time to time and review the Terms to ensure that you understand all the terms and conditions that apply to your access to and use of the Site. Your continued access to and/or use of the Site indicate your acceptance of the revised Terms.
- 1.6. We may modify or discontinue any information or features that form part of the Site at any time, without notice to you, and without liability. We may also, in our discretion, cease to operate the Site at any time, but will give you advance notice of such intention.
- 1.7. From time to time, we may (including through our service providers or third parties) offer specific or new products, features, functionalities and/or services to complement or supplement the product/service offerings comprised within the Site. Additional or separate terms and conditions may apply to these products, features, functionalities and/or services, and you will need to accept and comply with those terms and conditions to enjoy them.
- 1.8. We may also from time to time publish additional guidelines, rules and conditions applicable to the access and use of the Site. You agree to comply with these additional guidelines, rules and conditions, which are incorporated by reference into these Terms.

2. DEFINITIONS

2.1. In these Terms, the following words and expressions shall have the meaning assigned hereunder except where the context otherwise requires:-

Account	refers to accounts that you may be able to register on the Site, if and when they become an available feature;
Advertisements	refers to advertisements such as banners, java applets and/or any other material for the purposes of advertising products and/or services;
Confidential Information	refers to any information provided by us or on our behalf that is marked or is by its nature confidential or proprietary;
Content	includes, without limitation, material, content, information (including pages, documents, and online graphics, audio and video), data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, logos, trade marks, service marks, domain names, trade names, designs, the source and object codes, and the format, directories, queries, algorithms, structure and organisation of our Site. and interactive features generated, provided, or otherwise made accessible on or through the Site;
External Sites	refers to other websites and/or platforms;
Marks	refers to trademarks, logos, and service marks

3. PERMITTED USE

- 3.1. The primary purpose of the Site is to provide information to users about what CGU offers. Our Site contains information about our games, courses and work opportunities offered and allows users to submit applications and inquiries.
- 3.2. The Site is not aimed at any person under the age of eighteen (18). By accessing the Site and registering an account, you represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason, use the Site. We may, in our sole discretion, refuse to grant access to the Site to any user under 18 years of age, once we become aware of the fact, and we reserve all rights to determine the most appropriate course of action to deal with your account at any time.
- 3.3. Your use of the Site is subject to your compliance with these Terms. You represent, undertake and warrant that you will:
 - 3.3.1. provide us with all necessary information and/or produce all necessary documents as may be required by us in order to provide you with products and/or services you need or may have requested on the Site;
 - 3.3.2. comply with all applicable laws and regulations with respect to your activities in connection with the Site; and
 - 3.3.3. comply with all applicable security or encryption standards, rules, procedures and guidelines.
- 3.4. As a condition of use, you promise not to use the Site for any purpose that is prohibited by these Terms. You are responsible for all of your activity in connection with the Site.
- 3.5. You shall not contact us in such a way through spamming, or in connection with information fishing for competitive purposes.

- 3.6. You agree to use this Site in accordance with these Terms and for lawful and proper purposes and shall not:
- 3.6.1. modify, adapt, improve, enhance, alter, translate or create derivative works of our Site;
 - 3.6.2. use or merge our Site, or any component or element thereof, with other software, databases or services not provided by our Site;
 - 3.6.3. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of our Site, or decrypt our Site;
 - 3.6.4. interfere in any manner with the operation of our Site;
 - 3.6.5. circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to our Site;
 - 3.6.6. create a database by systematically downloading and storing our Site;
 - 3.6.7. interfere or attempt to interfere with services we provide on our Site ("denial of service attacks") including, but not limited to, "flooding" of networks, deliberate attempts to overload a service provided on our Site, attempting to "crash" us and taking any action that imposes an unreasonable or disproportionately large load on the services provided by us on our Site or the associated infrastructure;
 - 3.6.8. circumvent, or attempt to circumvent, (a) user authentication or security measures ("cracking") of any Internet or intranet site or any of the accounts of any other person using the Site, including but not limited to, accessing data and/or information not intended for you, logging into an account you are not expressly authorised to access or in a manner which is not authorised by us; or (b) any protection measures (electronic or otherwise) in place to regulate or control access to the Site, including without limitation through the use of a virtual private network, proxy service, or any other third party service, network, or product with the effect of disguising your IP address or location;
 - 3.6.9. use any kind of program/script/command/application, or send messages of any kind, designed to, in any manner, interfere with any user's terminal session;
 - 3.6.10. use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine", "crawl" or in any way gather our Site or reproduce or circumvent the navigational structure or presentation of our Site;
 - 3.6.11. violate any applicable laws, rules or regulations in connection with your access or use of our Site;
 - 3.6.12. cache frame or link to the Site without our prior written consent;
 - 3.6.13. upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or which creates liability on our part;
 - 3.6.14. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
 - 3.6.15. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - 3.6.16.** interfere or attempt to interfere with the operation or functionality of our Site; or obtain or attempt to obtain unauthorized access, via whatever means, to any of our systems.
- 3.7. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to
- 3.7.1. satisfy any applicable law, regulation, legal process or government request;
 - 3.7.2. enforce these Terms, including investigation of potential violations hereof;
 - 3.7.3. detect, prevent, or otherwise address fraud, security or technical issues;
 - 3.7.4. respond to user support requests; or
 - 3.7.5. protect the rights, property or safety of us, our users and the public.

4. REGISTRATION & ACCESS

- 4.1. To access or use certain services, content or other information on the Site, you may be required to register an account. In the event that we enable Accounts, you must keep your Account information updated. You shall not select or use as a username:
 - 4.1.1. a name of another person with the intent to impersonate that person;
 - 4.1.2. a name subject to any rights of a person other than you without appropriate authorization;
 - 4.1.3. a name that is otherwise offensive, vulgar or obscene.
- 4.2. You are solely responsible for keeping your Account password secure. You shall not use another person's Account or registration information without their written permission.
- 4.3. You are solely responsible for any and all activities which occur under your Account. We are entitled to treat all activities that occur under your Account as having been conducted with your knowledge and authority. For the avoidance of doubt, in cases where you have allowed any other person to use your Account or have negligently or otherwise made your password and/or Account information publicly available, you agree that you are fully responsible for:
 - 4.3.1. the online conduct of such user;
 - 4.3.2. controlling the user's access to and use of the Site; and
 - 4.3.3. the consequences of any use or misuse.
- 4.4. You acknowledge and agree that we may access your Account and its contents as necessary for purposes including but not limited to identifying or resolving technical problems or responding to complaints without prior notice to you.
- 4.5. You must notify us immediately of any change in your eligibility to access and use the Site (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorised use of your Account. You should never publish, distribute or post login information for your Account.

5. NO OBLIGATION TO SUPPORT OR MAINTAIN

- 5.1. We have no obligation to provide, or continue to provide our Site, or any part thereof, now or in the future. We reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to: modify, suspend or discontinue our Site; charge for the use of our Site; restrict or modify access to our Site; and modify and/or waive any charges in connection with our Site.
- 5.2. We have no obligation to provide any maintenance, support or other services in relation to the Site, including providing any telephone assistance, documentation, error corrections, updates, upgrades, bug fixes, patches, and/or enhancements.
- 5.3. If and when we provide maintenance, support or other services in relation to our Site, your access and use of our Site may be interrupted, suspended or restricted.

6. THIRD PARTY POSTINGS AND HYPERLINKS TO THIRD PARTY WEBSITES

- 6.1. This Site may contain hyperlinks to External Sites which are neither maintained nor controlled by us, or may contain content posted on or via the Site by third parties. We shall not be responsible for any errors or omissions in any content in the websites, products and/or services of any hyperlinked External Site, nor for the privacy and security practices employed by these External Sites, and under no circumstances shall we be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed via the Site, or arising from access to External Sites. Use of the websites and any hyperlinks and access to External Sites are entirely at your own risk.

- 6.2. You acknowledge that we have no control over and exclude all liability for any material on the Internet which may be accessible via the Site, and under no circumstances shall we be deemed to have endorsed any such content.
- 6.3. We may place Advertisements in different locations on the Site and at different points during your access and use of the Site. These locations and points may change from time to time. You will not be entitled to receive any payment, fee and/or commission in respect of the Advertisements.

7. INTELLECTUAL PROPERTY

- 7.1. All Content are proprietary to us, and all intellectual property rights associated therewith, whether registered or not, are protected by law, and owned by or licensed to us. You shall comply with all copyright notices, information, and restrictions associated with any Content,
- 7.2. We retain all rights in the Site and reserve all rights not expressly granted to you. You acknowledge that you have no right, title, interest in and to the Site and its Content, and you agree not to challenge the validity of our ownership of or rights to the Site and its Content. No Content from this Site may be appropriated or modified in any manner, or reproduced, republished, uploaded, posted, transmitted or distributed in any way, without our prior written permission.
- 7.3. No party is permitted to establish links to this Site and/or its Contents without prior written permission from us. We reserve all rights to deny permission for any such links. We are under no obligation to establish reciprocal links with any third party. Nothing contained herein confers any license or right under any copyright, patent, trademark or other proprietary rights belonging to us or any third party.
- 7.4.
- 7.5. *Licensing us.* In order for us to provide you with the information, services, content, functionalities, products or features that form part of or that are offered by the Site, you hereby grant us a non-exclusive, transferable, irrevocable, unconditional, sub-licensable, royalty-free, worldwide licence to use, reproduce, distribute, create derivative works of, display and perform any information that you upload, submit, store, send or receive through the Site for our business and operational purposes (including without limitation to transmit communications and store undelivered communications on our servers).
- 7.6. *Availability of Content.* We do not guarantee that any Content will be made available on the Site. Subject to any applicable license terms with third parties, we reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms), or for no reason at all and (ii) to remove or block any Content.

8. REPORTING VIOLATIONS

- 8.1. You may contact us with a request to remove Content on the Site if you have reasonable grounds to believe that the Content:
 - 8.1.1. is defamatory, obscene, threatening, malicious, incites hatred or contains any other objectionable material;
 - 8.1.2. infringes any intellectual property rights or any other proprietary rights or was posted in breach of confidentiality obligations;
 - 8.1.3. is inaccurate or misleading; or
 - 8.1.4. is illegal.

- 8.2. You shall provide us with the necessary information and documentation we require for us to assess whether your request is valid. If we are convinced that your request is valid, we will take steps to remove the Content. You represent and warrant that all information provided in connection with such requests shall be true, accurate and complete.

9. CONFIDENTIALITY

- 9.1. You shall, at all times, keep confidential all information provided by us or on our behalf that is Confidential Information. You shall not disclose or permit to be disclosed the Confidential Information to any third party without our prior written consent. These obligations of confidentiality do not apply to information that is publicly available, already in your possession without confidentiality restrictions or required to be disclosed by order of a court or the relevant governmental authorities.

10. PERSONAL DATA

- 10.1. Your personal data may be collected, used, disclosed and/or processed by us when you access and use our Site. You consent to our collection, use, disclosure and processing of your personal data in accordance with our Privacy Policy.

11. SECURITY AND RISKS

- 11.1. We take certain industry-accepted precautions to secure the Site or portions thereof. However, you acknowledge and agree that such precautions cannot guarantee that use of the Site is invulnerable to security breaches, nor do we make any warranty, guarantee, or representation that use of the Site is protected from and free of all viruses, worms, Trojan horses, and other vulnerabilities.
- 11.2. Where appropriate, we use available technologies to protect the security of our Site. To the maximum extent permitted under applicable laws, we do not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through our Site.
- 11.3. Internet transactions and communications may be susceptible to interference or interception by third parties. You acknowledge that there are inherent risks (including risks related to security, authenticity, integrity and confidentiality) in such activities conducted over electronic networks. We expressly disclaim any liability for such risks, which you agree to assume. We make no warranties that our Site is free of infection by computer viruses or other unauthorised software.

12. THIRD-PARTY SERVICES

- 12.1. The Site may contain links to other resources, websites, or services etc. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

13. GENERAL DISCLAIMERS

- 13.1. We do not guarantee that the Site will:
- 13.1.1. be error-free;
 - 13.1.2. be continuously available or uninterrupted in operation;

- 13.1.3. not be susceptible to any cybersecurity breach or cannot be compromised and/or free of any data breach (inadvertently or intentionally through interference or interception by third parties);
 - 13.1.4. be free of bugs or other harmful virus, codes and components not specifically mentioned herein; or
 - 13.1.5. will contain information that is always timely and accurate, sometimes inaccuracies may occur.
- 13.2. You hereby agree that the Site, and all other Content provided to you by us, are provided on an "as is" and "as available" basis. To the maximum extent permissible by law, we make no guarantee, representation, or warranties of any kind, either express or implied, including:
- 13.2.1. regarding the timeliness, quality, fitness, completeness, correctness, accuracy, suitability, reliability or otherwise of the Site or its Content or the results of its use for any purpose;
 - 13.2.2. regarding the availability or appropriateness of the Site;
 - 13.2.3. that the Site or your use of the Site will not infringe the intellectual property or other proprietary rights of any third party;
 - 13.2.4. that the Site (or the server that makes it available) will be error-free, unhackable, uncompromisable, free of any data breach (inadvertently or intentionally through interference or interception by third parties), or free of any bug, computer virus, unauthorised software or other harmful elements, codes or components not specifically mentioned herein;
 - 13.2.5. that the Site will contain information that is always timely and accurate;
 - 13.2.6. that the Site will operate or function properly on your devices or operating systems; or
 - 13.2.7. that the Site will not cause any damage to your devices or operating systems.
- 13.3. .
- 13.4. Your access and use of our Site is voluntary and at your sole risk. You are solely responsible for:
- 13.4.1. your reliance on our Site and its Content;
 - 13.4.2. any liability or damage that you may incur through use of our Site and its Content; and
 - 13.4.3. for all decisions or actions resulting from your access and use of our Site and its Content.
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14. **LIMITATION OF LIABILITY**

- 14.1. To the maximum extent permissible and subject and pursuant to all applicable laws and regulations, we shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, or other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, including but not limited to contract, negligence or other tortious actions, even if we have been advised of the possibility of such damages or losses that were, are being or will be incurred:
- 14.1.1. arising out of or in connection with your use, access or reliance on the Site (or any content, information, data or statement found thereon);
 - 14.1.2. resulting from the performance of the Site or any delay or failure thereof; and/or
 - 14.1.3. resulting from any delay in operation or transmission, communication failure, Internet access difficulties or malfunction of equipment or software.
- 14.2. .
- 14.3. In the event that we are found liable to you for any reason, our liability to you shall not, for any reason, exceed S\$100 (Singapore Dollars one hundred only). This limitation in clause 15.3 applies to all causes of action in the aggregate including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. In any jurisdiction in which these limitations of liability are restricted, our liability is limited to the greatest extent permitted by law.

15. TECHNICAL REQUIREMENTS

- 15.1. You acknowledge and agree that for our Site to function, it may require a compatible device (including a mobile or computing device), appropriate third party software (such as browsers), and also connectivity to the internet. You are solely responsible for obtaining such device(s), software, and the necessary connectivity services to access and use our Site. We assume no responsibility for such devices, software and services, or for any functionality of our Site which are dependent on them to operate.

16. INDEMNIFICATION

- 16.1. You shall defend, indemnify, and hold harmless us and our related parties and representatives from all liabilities (whether criminal or civil), losses, claims, and expenses (including legal costs on a full indemnity basis), and costs of settlement suffered by us or asserted against us in respect of:

- 16.1.1. any access, use of, or conduct in connection with the Site by you;
- 16.1.2. any breach of these Terms by you;
- 16.1.3. any violation of the rights of any third party;
- 16.1.4. our reliance on information, data or records provided by you in connection with your access and use of the Site;
- 16.1.5. the occurrence of any event arising out of in connection with your act, omission or default which compromises the security or integrity of the Site or its Content; and/or
- 16.1.6. your violation of any applicable law or the rights (including but without limitation the intellectual property rights and privacy rights) of any other person or entity.

- 16.2. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

17. SUSPENSION AND TERMINATION

- 17.1. We reserve the right to suspend or terminate your access and use of your Account and the Site, immediately without prior notice and without liability to you, and for any reason.
- 17.2. All clauses of these Terms that are intended to survive after the termination of your access to the Site shall survive such termination and remain in full force and effect.

18. GOVERNING LAW AND JURISDICTION

- 18.1. These Terms shall be governed by and construed in accordance with the laws of Singapore, and the courts of the Republic of Singapore shall have exclusive jurisdiction in case of any dispute arising out of the Terms or your access and use of the Site. Any claim you may have against us in connection with the Terms or your access and use of our Site must be commenced within one (1) year from the claim arising.

19. ENTIRE AGREEMENT

- 19.1. These Terms contain the entire agreement between you and us regarding your use of the Site, and Content, and all materials directly and indirectly related thereto. This Terms supersedes all prior written and oral understandings, writings, and representations and may only be amended upon notice by us.

20. SEVERABILITY AND NON-WAIVER

- 20.1. If any provision of this Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The parties nevertheless agree to endeavour to give effect to our intentions as reflected in the provision, and the other

provisions of the Terms remain in full force and effect. Any failure on our part to enforce any provision shall not be deemed to be a waiver of any rights to enforce any provision.

21. FORCE MAJEURE

- 21.1. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

22. MISCELLANEOUS

- 22.1. The headings used in these Terms are included for convenience only and shall not limit or otherwise affect the provisions herein. Any amendment of the Terms, if sought by you, shall not be effective unless it is made in writing and signed by our duly authorised representative.
- 22.2. If any provision herein is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from and will not affect the validity and enforceability of the remaining provisions. The Terms constitute the entire agreement between you and us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral representations (including information found on our Site). Our failure to insist upon or enforce strict performance of any provision of the Terms shall not be construed as a waiver of any provision or right. A person who is not a party to the Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provisions contained herein. You may not assign your rights or obligations under the Terms. We may assign our rights or obligations under these terms to any third party at any time without your consent or notice to you.