

Terms of Service

Welcome to CYBERDEAL, a website owned and operated by CYBERDEAL ("CYBERDEAL," "we," "us," or "our"). These Terms of Service (the "Terms") govern your use of the CYBERDEAL website, our APIs, mobile app (the "App"), and other software, tools, features, and functionality provided on or in connection with our Services. Your access and use of the CYBERDEAL website, our APIs, mobile apps (the "Apps"), and any other software, tools, features, or functionality offered in connection with and use of our Services are subject to these Terms.

You agree to access our website (or our website services) and consent to the Terms of Service, Privacy Policy, and any other service agreements (including rules and guidelines that may be periodically implemented) related to our website, collectively referred to as the "Agreement."

CYBERDEAL reserves the right at its sole discretion to amend any provision of the Agreement (including this Terms of Use) at any time in our sole discretion without any prior notice to you, and you agree that it is your responsibility to check for the updated terms of the Agreement on our Website regularly. In any event, by continuing to use any aspect of our Site and/or any of our Site Services you will be deemed to have accepted all amendments to the Agreement as may be implemented by CYBERDEAL from time to time. If you do not wish to be bound by the Agreement, do not use any aspect of the Site or Site Services, and cease all access to and use of our Site, our Site Services, our products, and services immediately.

1. Legal Capacity & Access

1.1 By accessing our Site and continuing to access our Site and/or Site Services, you represent that you are above 18 years of age, and legally capable of entering into and being bound by contracts, including but not limited to the Agreement.

1.2 In the event that you are accessing our Site and/or Site Services on behalf of any incorporation, partnership, association, organization, or any other entity type ("Entity"), your continued access to our Site and/or Site Services shall constitute your representation to us that you have been duly authorized by such Entity to use our Site and our Site Services, perform any transactions or activities thereon, and to therefore binding your Entity to the Agreement and to any such transactions or activities that you have performed. Accordingly, when the term "you" is used herein this Website Terms of Use, "you" shall refer not only to you the actual user as an individual, but also to the Entity that you are representing, and therefore both you and the Entity are jointly and severally bound under the Agreement. Accordingly, you also hereby undertake that the Entity which you represent is capable of and agreeable to being bound by the Agreement.

1.3 Should you (whether directly by yourself or indirectly via your request to us) upload, post, publish, or transmit any information on or via our Site, or you communicate with any other users of our Site, you agree to be fully responsible for all such posts and communications. Accordingly, you undertake to only

use the Site in a legal and considerate manner, not to misuse or abuse the Site or its other users, including but not limited to not causing any defamation, harassment, sedition, collecting data of other users for your own purposes, and introducing virus, trojans or hacks. In the event that you misuse or abuse the Site, we shall be fully entitled to suspend or ban your account, and/or remove your information from our Site without any prior notice or liability to you. Nonetheless, you agree that we shall not be howsoever liable for any posts or communications by third parties that offend you, although we will sincerely look into any complaints in relation to such posts or communications that you communicate to us of in writing.

2. Updates & Modifications

2.1 You agree that it is your responsibility to regularly check our Website Terms of Use, our Privacy Policy to keep yourself updated of any changes or modifications.

2.2 You agree that the terms of our Agreement may be amended, modified, varied or revised from time to time without any prior notice to you, and your continued use of our Site and/or Site Services following any such changes constitutes your agreement to be fully bound by our amended terms. The date that appears at the commencement of each relevant terms and condition constitutes the latest version of such terms and conditions that is in force and binding on you as part of the Agreement.

2.3 You agree that we are entitled to howsoever modify, vary, expand, suspend, interrupt, terminate, cancel or discontinue any services or products or accessibility to any feature or part of our Site and/or Site Services at any time in our sole discretion without any prior notice or liability to you, even if you have a registered account with us.

2.4 Certain of our Site Services incorporate or require the use of third-party products and services. There fore your use of such third-party products and services will be subject to the respective third party's terms and conditions and privacy policies, which you agree is your responsibility to regularly review from time to time to determine their acceptability to you before you use such third-party products and services.

3. Our Site Content

(A) General

3.1 No information, write-ups, project information and other content on our Site (collectively, "Site Content"), or (collectively, "Updates") which you may have viewed, subscribed to or downloaded via our Site or Site Services, constitutes advice of any kind, including but not limited to financial advice, trading advice, investment advice, insurance advice, legal advice or any other form of advice for which a license to provide such advice may be required under applicable law. "Site Content" and "Updates" shall collectively be referred to as "Content".

3.2 The aforesaid information constitutes general knowledge only, and is not meant for any reliance howsoever for any purpose of any kind whatsoever by any Entity or individual. You are therefore strongly advised to procure your own checks and professional advice before you decide to make any trade, investments, our Company has done its reasonable checks as may be commercially practicable before uploading such Content onto our Site, our Company is not able to provide any warranties thereon.

3.3 The content of such third party services and products as stated on our Site and in our Updates are based on information made publicly available or by such third parties to us, and we, therefore, make no representations or warranties on the accuracy or updation of such third party service/product related information. You are encouraged to conduct your own checks on any such third-party products or services that you see on our Site and/or our Updates before subscribing to, registering an account for, installing, trading, swapping, investing, purchasing or using any such third party products/services, whether from third party sites or via our Site.

4. Intellectual Property

(A) Ownership

4.1 All Content and Site Services, including but not limited to, summaries, loyalty reward schemes, contracts, terms and conditions, APIs, software, algorithms, source codes and other data, as displayed on our Site and Site Services, in our Content and in our Updates, are protected by copyright, design rights, trade mark rights and/or other intellectual property rights (whether owned by our Company or licensed to our Company, or permitted under the law for use by our Company),

We reserve our rights to take legal action against you for any such unauthorized use of our Content.

4.2 All company names (including but not limited to our Company's name, and the company names of any third parties, such as (collectively the "Branding") represented on our Site, our Site Services and in our Updates belong to our Company or to third parties who have agreed (or our Company is so permitted under applicable law) to display their Branding on our Site and Site Services, in our Content and our Updates. You are therefore not permitted to copy, replicate, modify, extract, download or howsoever use any such Branding for any purpose whatsoever without the prior written consent of our Company.

(B) Limited Use

4.3 Subject to the provisions of this Website Terms of Use and your compliance thereto, our Company hereby grants you a limited, personal, non-exclusive, non-sublicensable, and non-transferable license to use our Site Content, in each case solely for your Personal Use (as defined in Clause 4.5 below) only and not for any commercial purpose. Except for the foregoing license, you have no other rights to any of our Content, Site Services, Branding, products or services, and without limiting the generality of Clauses 4.1 to

4.2 above, you may not modify, edit, copy, distribute, reproduce, publish, display, perform, license, sell, rent, lease, loan, develop derivations, create any index, translate, reverse engineer, alter, enhance, provide access to or in any way exploit any part of the Content, our Site Services, Branding, or any of our services or products in any manner.

4.4 “Personal Use” shall refer to your non-commercial review and republication (on a non-commercial site) of some or part of our Site Content

4.5 You may republish some or part of our Site Content (individually and collectively, the “ScreenCaptures”), and/or place one or more links to the Website (individually and collectively, the “Link”) on your own non-commercial website, blog or other platform (individually and collectively, “Your Platform”), provided that:

1. Any Link shall be titled only as "Powered by CYBERDEAL"
2. Any ScreenCaptures shall be duly attributed with the phrase “Powered by CYBERDEAL”;
3. ScreenCaptures shall contain third-party information, write-ups or feedback (i.e. information from an user of CYBERDEAL or information regarding other entities, which are not information from or about CYBERDEAL itself), nor any personal data (i.e. information that can be used singly or in conjunction with other available information to identify an individual);
4. Your Platform shall not contain any content that is unlawful, threatening, scandalous, seditious, abusive, libelous, defamatory or otherwise inappropriate to the image of CYBERDEAL (as may be determined by our Company in our sole discretion);
5. The look and feel of all content that accompanies the ScreenCaptures and/or Link or is on the same page as any ScreenCaptures or the Link shall not (as determined in the sole discretion of CYBERDEAL) bear any write-ups, pictures, content, insinuations, or implications that may lower the reputation of CYBERDEAL, damage or dilute the goodwill associated with CYBERDEAL, the reputation or any Branding
6. content on Your Platform shall contain any information that (in CYBERDEAL’s sole discretion) may create any false impression that you, Your Platform, services, products or any other website, services, products, person or entity is endorsed by, sponsored by or otherwise associated with CYBERDEAL or any of its business partners (as reflected by their names, logos, or branding on the Website), or that any activity engaged in by you or anyone else has been howsoever endorsed by CYBERDEAL.

You agree that our Company retains full rights to revoke our consent granted herein to permit your Link or ScreenCaptures at any time in our sole discretion without any prior notice or liability to you. Upon our email notification to you that you may no longer provide a Link or ScreenCaptures on Your Platform, you undertake to promptly (in no event later than two days after our notice to you) remove all such objectionable Link or ScreenCaptures from Your Platform.

5. Minors

5.1 Our products and services are targeted for adults and business entities. Our Site, our Site Services, our Content and our Updates are therefore not meant for persons who may be defined as minors under applicable law. However, it is not possible for our Company to determine whether any user of our Site or Site Services is a minor. If you are a minor, please discontinue the use of our Site and all Site Services immediately. It is the responsibility of parents and legal guardians to monitor whether a minor is using our Site or Site Services.

6. Feedback

6.1 In the event that you provide us with any feedback and comments, whether via email to our Company or any postings, we thank you for taking the time to write to us, and your feedback and comments are appreciated. Any such feedback, postings, and comments from you ("Feedback") shall become and remain the property of our Company. Our Company shall be entitled in its sole discretion to howsoever use, publish or disseminate such Feedback, with or without attribution to you as the Feedback's author, and without having to notify you or seek your consent in advance. Accordingly, you agree that you assign (without the requirement for any remuneration) all ownership (including but not limited to copyright) in the Feedback to our Company once you submit your Feedback to our Company, and you further agree to waive all moral rights over your Feedback once submitted to the Company.

6.2 Kindly note that you are responsible for your Feedback, and you should ensure that such Feedback does not contain any libelous, scandalous, defamatory, offensive, seditious, misleading, misrepresentative, abusive or infringing contents, particularly if such Feedback will be published to the public whether via our Site, or our Updates, or other means (even if you were not aware that your Feedback would be published). You agree to fully hold harmless and indemnify our Company for all losses and costs suffered or incurred by our Company due to your Feedback, including but not limited to third party claims, legal fees on a solicitor-client basis, settlement amounts, fines, penalties, and law enforcement actions. Accordingly, and without prejudice to the foregoing, you also hereby undertake to fully indemnify, defend and hold harmless our Company, our employees, agents, officers, shareholders, and directors from claims, demands, direct damages, indirect damages, consequential damages, loss of opportunities, loss of reputation, legal costs (on a client-solicitor basis) and other losses of any kind that may arise in relation to any dispute that you may howsoever have with another user of our Site.

7. Disclaimers and Limitation of Liability

7.1 While we have exercised due care in the preparation of all Content displayed and/or made available on our Site, our Site Services, and in our Updates, such content, data, information, Content and materials are provided "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE". Information pertaining to Fundraisers are provided by the Fundraisers themselves and/or third party sources that feature information regarding the Fundraisers.

7.2 Your use of our site, our site services, and our updates, as well as your viewing and downloading of content, is at your own discretion and risk. Our company makes no claims, representations, warranties

(express or implied), or promises about the quality, accuracy, up-to-dateness, non-omissions, continued accessibility, clarity, resolution, uninterruptedness, speed, fitness for a particular purpose (even if we have been informed in advance of such purpose), correctness of financial data and trading volume, trading returns, accuracy of token swaps, security of transactions, projected investment/subscription returns, failed encryption or failure to encrypt, data corruption, quality or quantity of redemption rewards, the acts or omissions of other users of our site, or reliability of our site, our site services, our content, or our updates, including but not limited to their safety or security, freedom from computer viruses, worms, Trojan horses, and full-proof security against third-party hackers.

The company's disclaimer applies to the maximum extent permitted by law, limiting the legal liability of the company within the bounds allowed by the disclaimer.

7.3 In no circumstances, to the fullest extent permitted by law, shall our company nor any of its shareholders, directors, officers, agents, representatives, or employees be liable for any damages, loss, loss of customers, lost profits, lost interest payments, lost principals, lost business, lost opportunities, loss of investments, lost data, cost of servicing or repair of tablet, smartphones, mobile phones, computer or other equipment, special damages, indirect or consequential loss or damages, howsoever arising or suffered as a result of any use (or inability to use) of our site or our updates or content or site services or our services or our products, or our company's breach of any provision herein this website terms of use or other provisions of the agreement, or misrepresentation or negligence or fraud by any fundraisers, whether due to viruses or third-party hackers or embedded malware, or any reliance on or use of the information, content, third-party links, the services or products introduced or described herein our site, our site services, or our updates even if our company has been advised of such use or reliance in advance.

7.4 Our Company further disclaims any and all liability for any losses or damages that you may incur as a direct result of accessing or howsoever using (including but not limited to storing of information on) our Site, our Site Services, our Content or our Updates, including but not limited to any virus, trojan horse, malware or worm attacks on your tablet, smart phone, or computer.

7.5 Our company does not operate as a sales representative, trading broker, intermediary, agent, principal, financial advisor, exchange, brokerage, or clearing house. Therefore, no information in our content should be interpreted as an offer, solicitation, or invitation to treat by our company.

7.6 In the event that our Company's liability to you in relation to our Site, our Site Services, our Content, our Updates, products and/or services featured on our Site and/or Updates, cannot be fully disclaimed, you agree that our Company's total liability to you shall not exceed S\$10, which you agree is a reasonable compensation amount taking into consideration the limited nature of our Company's services. Accordingly, you agree that upon receipt of S\$10 from the Company, you will waive all rights against the Company and will make no further claims whatsoever against the Company.

8. Non-Interference

8.1 You undertake that you shall not howsoever mine data from, scrape, interfere or attempt to interfere with any part of our Site or Site Services, disrupt access to our Site (or any part thereof), or bypass any security measures that we may include with our Site and/or Site Services, including but not limited to the utilization of any screen-scraper, hacks, spider, robot, virus, worms or other means to access or attack our Site or Site Services for any purpose without our prior written consent.

9. Indemnification

9.1 Limitation of Liability

The company shall not be held liable for any direct or indirect damages under any circumstances.

Liability is limited for disruptions in service, data loss, profit loss, and similar scenarios.

9.2 Modification and Interruption of Service

The company reserves the right to change or interrupt the service without prior notice.

The company is not responsible for any loss or damage resulting from such changes or interruptions.

9.3 External Links:

External links provided on the website are for reference purposes only, and the company is not responsible for the content of those sites.

9.4 Accuracy of Information

While the company strives for accuracy in the information on the website, it does not guarantee the accuracy of the information under any circumstances.

9.5 Changes to Terms of Service:

The company has the right to change the terms of service at any time, and such changes will be announced on the website.

10. Governing Law and Jurisdiction

10.1 These Terms of Use and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of Hong Kong.

11. Miscellaneous

11.1 If any provision or clause of our Website Terms of Use, any of our other terms and conditions constituting the Agreement, or part thereof respectively, is rendered void, illegal or unenforceable by any legislation or laws to which it is subject, it shall be modified so as to give effect to its intention, or where such modification is not possible, that provision or clause shall be rendered void, illegal or unenforceable to that extent only and it shall in no way affect or prejudice the enforceability of the remainder of such provision or clause or the other provisions of our Website Terms of Use and our other terms and conditions of the Agreement.

11.2 The failure or delay of our Company at any time to enforce any of its rights hereunder our Website Terms of Use and other terms and conditions of the Agreement shall not be constituted as a waiver thereof and shall in no manner affect our Company's rights at a later time to enforce the same.

11.3 You agree that you shall not hold our Company for any delay or failure in performance (including but not limited to non-accessibility to our Site and/or Site Services) due to events beyond our Company's reasonable control, including but not limited to natural catastrophes, civil riots, acts of war, shortage of utilities, and any applicable laws and regulations.