



TERMS AND CONDITIONS OF USE

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The term “you” or “User” as used herein refers to any member, user or viewer of our Site, including any prospective investor or real estate developer, owner, agent, sponsor, operating company seeking funding for their real estate project (collectively, “Offering Companies”). These Terms of Use are an agreement between you and InvestaCrowd, its subsidiaries and affiliated entities (collectively, “us”, “we” or “InvestaCrowd”) with regard to your access and use of the Site and all content, services and/or products provided through the Site (“Services”). Please read these Terms of Use carefully before using the Site. Your access to and use of the Site and Services are conditioned on your acceptance of and compliance with this agreement. **If you do not wish to be bound by these Terms of Use, please do not access or register on our Site.**

GENERAL

About InvestaCrowd. InvestaCrowd has created this Site to facilitate real estate transactions among companies, potential investors and others interested in real estate projects, and the funding of these projects. InvestaCrowd manages the Site as a real estate crowdfunding platform, allowing investors to make commitments into real estate debt or equity investments. Offering Companies apply to the Site to list real estate investment opportunities in which they offer prospective investors on the Site an opportunity to invest alongside these Offering Companies. InvestaCrowd provides Services to facilitate such investments and helps registered Users track their investment transaction history. All investments are subject to definitive documentation being entered into by prospective investors and the Offering Company.

In addition to these Terms of Use, if you should enter into other agreements with InvestaCrowd that will govern your use of the Service or related services offered by InvestaCrowd, and to the extent that there is any contradiction between these Terms of Use and the terms of such other agreements, the terms of such other agreement shall prevail.

Changes to Site. InvestaCrowd reserves the right, in its sole discretion, without notice and from time to time, (i) to change, supplement or correct any content (including these Terms of Use) on the Site, (ii) to discontinue, change or update any product or Services, and (iii) to suspend and/or deny access to the Site for any reason. You understand and agree that your continued use of the Services or the Site after we have made any such changes constitutes your acceptance of the new Terms of Use. You agree that InvestaCrowd shall not be liable to you or to any third party for any such changes.



ELIGIBILITY

The securities law applicable to private company finance are complicated and unclear in many parts of Asia, but are intended to protect unsophisticated people from making bad investments. Our Site is intended for accredited¹ investors and or otherwise qualified² investors who are 18 years of age or above, who understand risk and are willing to bear the consequences, which may involve losing your entire investment. InvestaCrowd may, in its sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. By accessing the Site, you represent and warrant that you are 18 or older and understand the risks associated with investing through this Site. Furthermore, you represent and warrant that all information you submit to InvestaCrowd is true and accurate. Notwithstanding the foregoing, if you reside in a state, country or other jurisdiction that requires a higher minimum age or criteria for your use of the Site or participation in our Services, you must comply with the applicable law in that jurisdiction.

In order to access certain restricted pages of the Site that relate to the viewing of actual investment opportunities or to making investments in the securities offered therein (“Restricted Portion”), a User must first certify that he/she is an “accredited investor”. Such portions of our Services and the Site may thus not be available in all jurisdictions or to all Users. While you can visit our Site and review a range of information related to real estate and real estate projects, in order to participate in certain investment opportunities, you must become a registered member and agree to these Terms of Use.

Not all registered Users will be permitted to participate in the investment offerings available on our Site. Your participation in a particular investment is subject to, among other things, demonstration to our satisfaction that you meet the legal requirements for participation, consent of relevant third parties, approval of the Offering Company, and execution of definitive documentation. We make no representation or warranty that the potential transaction you have identified will take place, or that if it takes place that you will be allowed to participate.

U.S. Investors. For persons who are citizens or resident in the United States (“U.S.”), only “accredited investors” as defined in Rule 501 of Regulation D of the Securities Act of 1933, as amended (the “Securities Act”), are authorized to access our Services and web pages (such persons being “U.S. Accredited Investors”). In general, to qualify as an U.S. Accredited Investor, individuals must have a net worth of more than \$1 million (excluding their primary residence), or gross income for each of the last two years of at least \$200,000 (\$300,000 jointly with their spouse) with the expectation of a similarly qualifying income during the current year. In some cases, you may be required to provide supporting documents to issuers that provide proof that you are an U.S. Accredited Investor. Such authorization may require completion of an U.S. Accredited Investor questionnaire and satisfactory background information screening. Your failure to provide any information and documentation requested to confirm your status as

¹ “Accredited Investors” as used herein refers to Singapore accredited investors as that term is defined in Section 4A(1) of the Securities and Futures Act, Chapter 2899 (i.e. those individuals whose net personal assets exceed S\$2 million or whose income in the preceding 12 months is not less than S\$300,000) , and U.S. accredited investors as that term is defined in Rule 501 of Regulation D of the Securities Act of 1933 (i.e. those individuals whose net worth is US\$1 million or more or whose income for the past 2 years is at least US\$200,000 or more) .

² “Qualified Investors” as used herein refers to those investors who have successfully registered on the Site, and when required, provided valid identification and required documentation (e.g. Know Your Customer Form, Investment Acknowledgment Form), and have been verified and approved by InvestaCrowd.



an U.S. Accredited Investor will be cause for InvestaCrowd to immediately discontinue your use of the Services by preventing your access to the Site and the Services.

Singapore Investors. For persons who are citizens or resident in Singapore, “accredited investors” as defined in Section 4A(1) of the Securities and Futures Act, Chapter 2899 (such persons being “Singapore Accredited Investors”), and “qualified investors” who have filled out the Know Your Customer form, are authorized to access our Services and web pages. In general, to qualify as a Singapore Accredited Investor, individuals must have a net worth of over \$2 million SGD (or its equivalent in a foreign currency) or an annual income per individual of not less than \$300,000 SGD (or its equivalent in a foreign currency) in the preceding 12 months. All Singapore Accredited Investors must certify that he/she is an “accredited investor” before access to the Restricted Portion of the Site will be granted. Any prospective investor will be required to fill out the [Accreditation Form](#) and provide the relevant supporting documentation stated therein before an investment can be made. All other Singaporean Users must complete the [Know Your Customer Form and Risk Acknowledgment before access to the Restricted Portion of the Site will be granted](#). Your failure to provide any information and documentation requested to confirm your investor status will be cause for InvestaCrowd to immediately discontinue your use of the Services by preventing your access to the Site and Services.

International Investors. Other international investors are permitted access to the investment opportunities on our platform insofar as such access does not violate the law of their country of residence. Our Services (and certain pages of the Site) that relate to the viewing of actual investment opportunities or to making investments in the securities offered therein may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where InvestaCrowd or one of its partner entities is not authorized to provide such information or services. We also reserve the right to deny access to anyone, including, but not limited to, those Users who use proxy servers and/or IP addresses residing in certain geographical areas.

REGISTRATION; ACCOUNT VERIFICATION

Account Registration. In consideration of your use of the Site and Services, you agree to (a) provide true, accurate, current and complete information about you as may be prompted by any registration forms (including, Accreditation, Investor Declaration and/or Know Your Customer forms) on the Site (“Registration Data”), which forms may vary depending on your country of residence; (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us; and (d) be fully responsible for all use of your account and for any actions that take place using your account. You may also be required to provide additional and/or supplemental information in the future upon our request. Please keep in mind that we will treat anyone who uses your user name and password as “you,” therefore, we recommend that you maintain your user name and password in confidence, and that you refrain from disclosing this information to anyone. We



also ask that you notify us immediately at support@investacrowd.com if you suspect that your user name and password has been misappropriated or your account has been compromised.

Account Verification. Anti-money laundering regulations require that we obtain, verify and record information that identifies persons, entities or corporations seeking to open accounts with us. Any required information you provide to InvestaCrowd may be subject to verification. Your account may be rejected, restricted or closed if InvestaCrowd cannot verify such required information. Any information you are required to provide InvestaCrowd during the registration and approval process will be handled in accordance with the [Privacy Policy](#).

U.S. and UN Economic Sanctions. You represent that you, or the organization for which you are acting as an authorized person, have not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") or the United Nations ("UN") as a Specially Designated National or Blocked Person. You have no reason to believe that you would be considered a Blocked Person by OFAC or the UN, and you do not reside in a country that is subject to OFAC or UN sanctions. You also represent that you are not employed by or acting as an agent of any government, government-controlled entity or government corporation restricted under OFAC or the UN sanctions regimes.

INVESTMENT OPPORTUNITIES

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You acknowledge that the investment offerings on the Site for U.S. investments have not been registered under the Securities Act of 1933 (the "Securities Act"). Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority in any jurisdiction has approved, passed upon or endorsed the merits of any offering on the Site. Securities sold through private placements are restricted and not publicly traded, and are therefore illiquid, you should therefore be prepared to undertake the risk of having to hold such investments indefinitely.

No Professional Advice Provided. InvestaCrowd does not provide any financial, legal, tax or investment advice or any form of recommendation regarding the suitability or quality of any investments on the Site, and nothing on the Site or the information provided in connection with any offering will be construed or interpreted as such. Investment overviews on the Site contain summaries of the purpose and principal business terms of the investment opportunities. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by any accompanying investor document package provided by the Offering Company in relation to such investment opportunity. The information contained in the Site has been prepared without reference to any particular User's investment requirements or financial situation, and potential investors should consult with their own professional tax, legal and financial advisors before making any investment.



CODE OF CONDUCT

Our Site may provide data concerning, blogs, chat rooms, message boards, email services, and other services that all you to interest with other registered Users. Whether you are a visitor or a registered User, as a condition to your use of the Site and the Services, you agree to the following “Code of Conduct”:

You agree to use the Services only for purposes that are legal, proper and in accordance with these Terms of Use and any applicable law, rules or regulations.

You may NOT:

upload, post, email, or otherwise transmit any images or other content that are unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable;

use the Service in any manner that could damage, disable, overburden, or impair the Service, or interfere with any other party’s use and enjoyment of the Service;

modifying, adapting, translating, or reverse engineering any portion of the Site;

advertise, solicit any User to buy or sell any products or services through the Site;

attempt to gain unauthorized access to the Site, the Service, or the computer systems or networks connected to the Service through hacking, password mining or any other means;

create user accounts by automated means or under false or fraudulent pretenses;

transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature to or through the Site or Service;

defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

upload, post, email or transmit, or otherwise make available through the Site or Service any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of such rights or have the permission of the owner to post such content;

upload, post, email or transmit, or otherwise make available through the Site or Service any materials that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law.

run Maillist, Listserv, or any form of auto-responder or “spam” on the Site or Service;

use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Site, including to engage in the practices of “screen scraping,” “database scraping” or any other activity with the purpose of obtaining content or other information;

interfere or attempt to interfere with the proper working of the Site or Service or any activities conducted on the Site, including to utilize framing techniques to enclose any Content or other proprietary



information, place pop-up windows over the Site's pages, or otherwise affect the display of the Site's pages;

download any file posted by another user of from InvestaCrowd that you know, or reasonably should know, cannot be legally distributed in such manner;

impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any materials;

remove any copyright, trademark or other proprietary rights notices contained in or on the Site or Service;

use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Site or Service or collect information about its Users for any unauthorized purpose;

use the Site or Service for any illegal or unauthorized purpose (including, without limitation, in violation of any United States federal and state securities or blue sky laws or regulations, securities exchange or self-regulatory organization's rules or regulations, or equivalent laws or regulations in foreign jurisdictions, non-U.S. residents agree to comply with all local rules regarding online conduct, including laws regulating the export of data from the U.S. or your country of residence);

promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;

share or disclose with anyone any information obtained through the Site or Service about any investment offerings; or

use the Service for any commercial purpose whatsoever other than for your personal use, including (without limitation) soliciting other users for investments of any kind, offering or selling any products or services of any kind, and making investment recommendations to other users.

It is against these Terms of Use for Users and Offering Companies to enter into any negotiations or transactions directly or attempt to enter into any transactions other than through the Site and the Services.

We will enforce the above Code of Conduct wherever we deem necessary.

USER PARTICIPATION

User Content. The Service may allow you and other Users to submit, post, transmit and share content with other Users. You are solely responsible for any such content (which may include photos, profiles, messages, notes, text, information, music, video, contact information for you or others, advertisements or other content) that you upload, publish, provide or display on or through the Service or the Site, or transmit to or share with other Users (collectively, the "User Content"). You understand and agree that we may review and delete, edit or remove (without notice) any User Content in our sole discretion, including without limitation, User Content that in our opinion violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others. However, please understand that InvestaCrowd does not control and does not purport to endorse any User Content. When you use our Site and access any User Content, you do so at your own risk, and we expressly disclaim responsibility for User Content provided as part of our Services.



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MONITORING AND REVOCATION OF USER PRIVILEGES

We expect each User of our Site to act responsibly, and to respect the rights of others. We seek to protect the integrity and security of our Site, and the right to protect our community of registered Users from claims of intellectual property infringement and other claims or threats. We reserve the right, in our discretion (i) to monitor your use of the Site, email and other User Content transmitted through the Site, (ii) to remove, edit, or refuse to post User Content, (iii) to restrict access from certain other websites or resources, and (iv) to take other actions we deem necessary to protect our Site and our community of users.

As a Service to our registered Users, we may compile records of visits or hits with respect to certain pages or information that are available on our Site. The Site uses cookies to monitor browsing preferences. We might also compile information and other metrics concerning User interactions and other features of our Site (“Site Metrics”). InvestaCrowd is under no obligation to provide you with Site Metrics or any other information related to the use of our Site and Services.

Although we have no, and assume no obligation to monitor activities on our Site, we may employ filters designed to detect and block the transmission of messages that conflict with our Terms of Use. We reserve the right, with or without notice to you, to terminate or suspend your access to some or all of the Site or our Services, if you engage in activities that we conclude, in our sole discretion, breach our Terms of Use.

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other indications of source and quality (whether registered or protected under “common law”) (collectively, “Trademarks”); (ii) all content available or through the Site (other than User Content), including but not limited to databases, data, documents, designs, text, graphics, pictures, video, information, software, music, sound, underlying source files and other files, and their selection and arrangement (the “Site Content”); (iii) InvestaCrowd platform and the technology that powers the Site and is made available to use from the Site (items (i) – (iii) are collectively referred to as “InvestaCrowd IP”). Rights in other marks and logos which appear on the Site are reserved to the owners thereof, and InvestaCrowd is not affiliated with and does not endorse such entities.

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Non-Disclosure. The Site contains confidential and sensitive trade secrets of InvestaCrowd. The Site also includes content and information provided and/or posted by third parties, including information with respect to the business and/or financials and/or activities of Offering Companies, which may be deemed as confidential. Confidential information includes non-public information that InvestaCrowd, its affiliates, any Offering Company or any other third parties furnish or otherwise make available to registered Users with respect to any investment opportunity, including but not limited to, any reports, marketing or promotional materials, analyses, compilations, forecasts, memoranda, notes, studies and any other written or electronic materials prepared by InvestaCrowd or an Offering Company, or for registered Users, (a) that is designated as “Confidential” or “Proprietary” by InvestaCrowd, an Offering Company or any other third party User of the Site at the time of disclosure or within a reasonable period thereafter; (b) that is only available to registered Users; or (c) that you should reasonably understand is confidential (collectively, “Confidential Information”). You shall retain such Confidential Information in confidence,



and shall not, without the prior written approval of InvestaCrowd or such applicable third party, publish or otherwise disclose to others, or use such Confidential Information for any purpose other than for purposes of reaching a decision whether to invest with and/or through InvestaCrowd. You will use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding

your own confidential information and trade secrets, but shall use not less than reasonable care and diligence.

Exceptions. Your right to the Confidential Information under these Terms will not apply to Confidential Information which you can demonstrate: (i) is or becomes a matter of public knowledge through no fault of your own; (ii) was or becomes available to you on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to InvestaCrowd with respect to such Confidential Information; (iii) was independently developed by you without reference to the Confidential Information; or (iv) is required to be disclosed by law, provided that you promptly notify Us in order to provide Us with an opportunity to seek a protective order or other relief with respect to such impending disclosure.

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CONSENT TO RECEIVE EMAILS & CORRESPONDENCES

By registering as a User of the Site, you acknowledge and agree that we may send you email messages about our company, our services and investment opportunities listed by Offering Companies. As a registered User, you can deactivate your account and be removed from our mailing list. You will also be given the opportunity to unsubscribe from commercial messages in any such email we send to you.

ELECTRONIC TRANSACTIONS AND DISCLOSURES



Some of the Services we provide allow you to transact business online and electronically. By registering as a User on the Site, you consent to transact business with us online and electronically, provided that such transactions are permitted under applicable law in the jurisdiction where you reside. You also expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls,

and SMS messages (including text messages) from us, our affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

As part of doing business with InvestaCrowd, you must also consent to our giving you certain disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to the Terms of Use, you agree to receive electronically all documents, communications, notices, contracts, and agreements, including tax forms, schedules or information statements, arising from or relating to your registration as an investor on our Site, any investments you may make, your use of this Service, and the servicing of any investment you may make (each, a “Disclosure”), from InvestaCrowd or any service provider either of us may use.

Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such time as all Disclosures relevant to transactions that occurred while you were a User have been made. You may not withdraw such consent as long as you have any outstanding investments made through the Site. If you have no outstanding investments made through the Site and wish to withdraw consent to doing business electronically, we will terminate your registered user account with us.

USER DISPUTES

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

PRIVACY

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InvestaCrowd is not responsible for any loss caused by unauthorized use of any method of payment used in connection with the Site. Any attempt to defraud the Site or failure to honor legitimate charges or other commitments may in our discretion result in termination of your account, voiding of prior transactions, criminal and civil prosecution and any other remedy we choose to apply.

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We do not guarantee the accuracy of any information posted on this Site, including the User Content or content provided by third parties (“Third Party Content”) and if you choose to rely on such information, you do so at your own risk. In addition, InvestaCrowd cannot guarantee that the Site will be free from infection, viruses, worms, Trojan horses and/or other code that has contaminating or destructive properties. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content. We are not responsible for the conduct, whether online or offline, of any User of the Site or Service. We cannot guarantee and do not promise any specific results (relating to investments or otherwise) from use of the Site and/or the Service.

The Site and the Services may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Without limiting the foregoing, under no circumstances shall InvestaCrowd be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, internet failures, computer failures and other equipment failures, electrical failures, strikes, labor disputes, riots, civil disturbances, fires, floods, storms, explosions, acts of God, war, governmental actions, or non-performance of third parties.

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QUESTIONS

Please visit our FAQ page or contact us at support@investacrowd.com for more information.

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