

This Agreement was last modified on: 19th November 2015

TERMS OF USE

Please read these Terms of Use ("**Agreement**", "**Terms of Use**") carefully before using Onelyst.sg ("**the Website**") operated by Lyst Pte. Ltd. ("**Lyst**", "**Onelyst**", "**us**", "**we**", or "**our**"). This Agreement sets forth the legally binding terms for your use of the services provided in the Website ("**use of Services**").

Introduction

The Website is an online domain owned and provided by Lyst and registered in the Republic of Singapore under the Unique Entity Number 201426187E whose registered address is at 36 PURVIS STREET #02-15 SINGAPORE (188613). The Website is a platform for the Borrower ("**you**") to compare and obtain short-term loans from licensed lenders in Singapore.

1. General

1.1 By accessing and using this Website, you agree to be bound by and to act in accordance with these Terms of Use and our Privacy Policy.

1.2 In the event where you breach the Terms of Use, we reserve the right to immediately cease your use and access of the Website.

1.3 We reserve the right to amend the Terms of Use from time to time without notice. Such amendments shall be effective from the date they are posted on the Website. Your continued use of the Website will constitute your acceptance of the amended Terms of Use.

2. Our Service

2.1 The Website is an online platform that matches short-term borrowers with licensed moneylenders through a transparent and fair way. Our service is free for you to use.

2.2 You acknowledge and agree that:-

- i) Onelyst is not a licensed moneylender under the Moneylenders Act;
- ii) Onelyst assumes no advisory or fiduciary responsibility with respect to you in connection with the use of Services;
- iii) Onelyst has not provided you with any legal, accounting, regulatory or tax advice with respect to the use of Services; and

- iv) You have consulted your own legal, accounting, regulatory and tax advisors with respect to the use of Services.

2.3 By submitting your details and personal information, you are making a request to us to obtain the relevant offers from our participating licensed moneylenders. The connection will only be made once you accept lenders offer.

2.4 We aim to provide uninterrupted access to the Website but we give no warranty as to the uninterrupted availability of the Website. We reserve the right to suspend, restrict or terminate your access to the Website at any time.

2.5 We reserve the right to add, amend, delete, edit, remove or modify any information, content, material or data displayed on the Website and without notice from time to time.

3. Permitted Use

3.1 You are only permitted to access and use the Website for your personal, non-commercial purpose. Access to and use of the Website other than for your personal, non-commercial purpose is strictly prohibited.

4. Indemnity

4.1 You agree to indemnify and hold Onelyst, its directors, officers and employees, harmless from any claim, demand, or damage, including legal fees, asserted by any third party due to or arising out of your access of the Website or your use of Services

5. Intellectual Property Rights

5.1 The names, images and logos ("**Marks**") identifying Onelyst or third parties and their products and services are subject to copyright, design rights and trademarks of Onelyst and/or third parties, and all rights to the Marks are expressly reserved by Onelyst or the relevant third parties.

5.2 Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of Onelyst or any other third party, without the prior written consent of Onelyst or such third party. The name of Onelyst or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of Onelyst.

5.3 Onelyst and its affiliates and licensors own and retain all rights, titles and interest in and to:-

- i. The Website;
- ii. All hardware, software and other items used to prove the use of Services; and

- iii. All materials, including without limitation, the information, databases, data, documents, online graphics, audio and video, in the Website, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Onelyst, you shall not copy, modify, publish, transmit, distribute, perform, display or sell any of Onelyst's proprietary information. You shall also not decompile, reverse-engineer or otherwise attempt to discover the source code of any content available on the Website except under the specific circumstances expressly permitted by law or in writing by Onelyst.

5.4 By submitting, posting or displaying content on or through the Website, you grant to Onelyst a worldwide, non-exclusive, royalty-free licence to reproduce, adapt and publish such content on the Website for the purpose of displaying, distributing and promoting the Website. You further grant to Onelyst an irrevocable non-exclusive licence to use such content submitted, posted or displayed, including any ideas, inventions, concepts, techniques or know-how disclosed herein, for any purpose, including the developing and/or marketing of the use of Services. Onelyst reserves the right to retain an archival record of all such content including those deleted or removed by you.

5.5 In the event that you download any software, application or script from the Website, the software, application or script, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively referred to as the "**Software**") are licensed to you by Onelyst on a non-exclusive, non-transferable, and non-sublicensable basis for the sole purpose only of utilizing the use of Services in accordance with this Agreement. For the avoidance of doubt, Onelyst does not transfer title ownership or any other rights of the Software to you. You shall not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software. Any Software downloaded from the Website shall be at your own risk.

6. No Third Party Rights

6.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights to Third Parties) Act (Cap 53B) of Singapore or under any law, to enforce any provision in this Agreement.

7. Exclusions of liability

7.1. Nothing in these Terms of Use exclude or limit our liability for death or personal injury caused by our negligence or for our fraud, or excludes or limits our duties or any liability under any written rule, regulation or law enforced by the Monetary Authority of Singapore (MAS) or any other governmental authority charged with regulating licensed moneylender.

7.2. We use reasonable endeavours to ensure that the data, material and information on the Website are accurate and to correct any errors or omissions as soon as practicable after being notified of

them. However, we are not able to guarantee that the data, material and information on the Website are accurate or that there are no errors or omissions in the data, material and information.

7.3. We do not monitor, verify or endorse data, material and information submitted or provided by third parties which is included on the Website and you should be aware that such information may be inaccurate, incomplete or out of date. In particular, we do not monitor, verify or endorse the information or quotations collected from the product and service providers as presented to you on the Website. We are not responsible for any data, material or information included on the Website which has been provided by third parties.

7.4. We do not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology

7.5. We are not responsible for any losses or damages arising from an inability to access the Website, from any use of the Website or from reliance on the data transmitted using the Website where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet

7.6. We are not responsible or liable for any indirect losses or damages suffered or incurred by you or for any losses or damages suffered or incurred by you, which were not foreseeable by us through your access and use of the Website.

8. Your responsibilities

8.1. You are solely responsible and liable for your conduct on the Website and for the use of Services.

8.2 You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of the Website or the websites of third parties or any other technology.

8.3. You may complete a registration process as part of your use of the Website which may include the creation of a username, password and/or other identification information. Any username, password and/or other identification information must be kept confidential by you and must not be disclosed to, or shared with, anyone. Where you do disclose to or share with anyone your username, password and/or other identification information, you are solely responsible for all activities undertaken on the Website using your username, password and/or other identification information.

8.4. You must check and ensure that all information, content, material or data you provide on this Website is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any

information, content, material or data you provide on this Website is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.

8.5. You will be required to collect your loan at the lenders premise after accepting his loan offer. Lender will do a check on the information that you provided during the online application process. If any information provided are found to be false, you will not be given a loan. Please ensure all information you provided during the loan application on our Website are accurate to the best of your ability..

9. Privacy

9.1. We are committed to protecting your privacy and we treat your privacy very seriously. We process information about you in line with our Privacy Policy. By using the Website, you agree to the way in which we process and deal with your personal information.

9.2. We may disclose your personal information or access your account if required to do so by law, any court, or any other applicable regulatory, compliance, Governmental or law enforcement agency.

10. Governing law

10.1. Any dispute arising out of or in connection with this Agreement shall be referred to and resolved by the Courts of Singapore. You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of Singapore.

11. Miscellaneous

11.1. You agree that no joint venture, partnership, or employee relationship exists between you and us as a result of these Terms of Use or as a result of the use of Services.

11.2 This Website is only intended for use by residents of the Republic of Singapore. We make no warranty or representation that residents living outside The Republic of Singapore will be able to borrow money from licensed moneylenders through the Website. If you choose to use this Website from locations outside the Republic of Singapore, you shall be responsible for compliance with all applicable local laws.

11.3. Except as otherwise expressly provided herein, this Agreement represents the entire agreement between you and Onelyst regarding the subject matter hereof and supersedes any prior agreement between you and Onelyst as well as all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us.

11.4. All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement by any reason.

11.5 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Agreement shall continue in full force and effect and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

11.6 We may provide you with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Website, or other reasonable means now known or developed in the future.