

TERMS AND CONDITIONS

Introduction

This page (together with the documents referred to in it) sets out the terms of use (**these Terms and Conditions**) on which you may make use of our website <https://greenon.io/> (**GreenON Site**). These Terms and Conditions also apply to your use of any electronic system, interface, your GreenON Account or application that we provide through our websites (**Platforms**), which facilitate the standardised monitoring, reporting and verification of company data. We refer in these Terms and Conditions to the GreenON Site and the Platforms as “**our Websites**”.

Please read these Terms and Conditions carefully before you start to use our Websites, as these will apply to your use of our Websites. By using our Websites, you confirm and agree that these Terms and conditions form a legally binding agreement between you and GreenON and that you accept and agree to comply with these Terms and Conditions. If you are using our Websites on behalf of a company or other legal entity, its affiliates and users, you represent that you have the authority to bind such entity, its affiliates and users to these Terms and Conditions. If you do not have such authority or if you do not agree to these Terms and Conditions, you must not use our Websites and/or signing up for a GreenON Account on our Websites. “You” shall include you and/or your employees, consultants, and agents who are authorized by you to access and use our Websites subject to these Terms and Conditions.

About Us

GreenON is a sustainability measurement and green credentials platform designed to support financial institutions’ investment, lending and risk decisions in the agriculture sector.

Together with MAS Project Greenprint, the objective of GreenON is to promote transparent sustainability reporting by providing timely and verifiable information to financiers so that they can make more informed decisions. By using Internet of Things (IoT) and approved applications to collect real-time data on the ground and working with NGOs or certified agents to audit green projects’ credentials, we can ensure that insights generated is relevant and accurate.

In the process of getting green loans, corporates will become more empowered with their green projects and transition faster to more sustainable practices with evidence on their green efforts. This will reduce the rate of deforestation in the long run, combatting global warming.

Privacy Policy

These Terms and Conditions refer to our Privacy Policy which also applies to your use of our Websites. By using our Websites, you consent to the terms and conditions of our privacy policy and, in addition, you warrant that:

- (1) you are legally capable of entering into binding contracts and are not a minor;
- (2) you will bear all financial responsibility for all of your use of our Websites;

(3) you accept that inappropriate usage of our Websites may result in you being denied access to our Websites.

If any clause or part clause of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or part clause shall be deemed deleted. Any modification to or deletion of a clause or part-clause shall not affect the validity and enforceability of the rest of these Terms.

Changes To These Terms and Conditions

We may revise these Terms and Conditions at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

Changes To our Websites

We may update our Websites from time to time and may change the content at any time. However, please note that any of the content on our Websites may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our Websites, or any content on it, will be free from errors or omissions.

We may be required to send you information or communications in writing due to applicable law. You accept that such communications in relation to our Websites shall be provided to you in the main electronically.

Access to Our Websites

We do not guarantee that our Websites, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part, features or functionalities of our Websites without notice.

You are responsible for making all arrangements necessary for you to have access to our Websites.

You are also responsible for ensuring that all persons who access our Websites through your internet connection are aware of these Terms and all other applicable terms and conditions, and that they comply with them.

You agree to indemnify us including any of our officers, directors, employees and agents from and against any proceedings, liability, claims, demands, losses, damages, fines, penalties or other costs of any kind including actual legal and accounting fees, brought by third parties as a result of (i) your breach of these Terms and any other terms included by reference; (ii) your use of our Websites; or (iii) your violation of any applicable law or the rights of a third party.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Websites in any website that is not owned by you.

Our Websites must not be framed on any other site, nor may you create a link to any part of our Websites other than the home page.

We reserve the right to withdraw linking permission without notice.

Your Account and Password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party in any circumstances. You shall promptly notify us of any security compromise.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at enquiry@fundon.io

Independent Contractor Status

GreenON and you (“The Parties”) are independent contractors. Nothing in these Terms and Conditions shall be construed to constitute the Parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking, or to enter into any contract or otherwise incur any liability or obligation, expressed or implied, on behalf of the other party.

Term

These terms and conditions are effective as of the date you are granted access to our Websites and/or your GreenON Account is made accessible to you (“**Commencement Date**”) for:

- a) the duration of Free Trial Period commencing for 6 months from the date of your subscription and thereafter unless terminated by GreenON;
- b) After the Free Trial Period, unless terminated by GreenON, the Term continues in accordance with the term of the package that you have subscribed for using your GreenON Account.

Suspension and Termination

Notwithstanding the foregoing, GreenON may terminate this Terms and Conditions and your access and use of our Websites with immediate effect upon any breach of any Terms and Conditions by you.

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Websites. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms and Conditions may result in us taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Websites;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our Websites;
- issue of a warning to you;
- threatening or instigating legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

For the avoidance of doubt, we exclude liability for all actions taken by us in response to breaches of these standards. The responses described in this policy are not limited and we may take any other action we reasonably deem appropriate.

Upon expiration or earlier termination of these Terms and Conditions, you shall immediately discontinue use of our Websites, and you shall promptly delete, destroy and/or return and/or return all copies of the Information (as defined below) and all Confidential Information, existing in any form and of any type except as may be expressly permitted in these Terms and Conditions, and all electronic copies shall be permanently removed by you.

Confidentiality Agreement

You shall use the Confidential Information only in connection with your access and use of our Websites, and shall make no further use, in whole or in part, of any such Confidential Information. You shall not disclose the Confidential Information to any person or entity, except to your employees, agents, or subcontractors on a need-to-know basis. You further agree not to disclose, share, upload, transfer, deliver or provide access to all or any portion of the Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. Notwithstanding the foregoing, you may disclose Confidential Information to the limited extent required to comply with any court order or other governmental body, or as otherwise necessary to comply with applicable law, prior to the disclosure, if permitted and practicable under applicable, you have given written notice to us.

For avoidance of doubt, “Confidential Information” referred in this Terms and Conditions shall include, without limitation:

- (i) information or data in whatever form which is designated as confidential or proprietary or is otherwise reasonably understood to be confidential or proprietary; and
- (ii) files, documents, materials, data, information in whatsoever manner and form provided by GreenON to you.

Intellectual Property Rights

“Intellectual Property Rights” means all rights including in the nature of copyrights (including rights in computer software) and neighbouring rights, industrial rights, design rights, patents, marks including trade marks, trade dress, service marks, database rights, applications for any of the above, moral rights, know-how, domain names, website designs or any other intellectual or industrial property rights, whether or not defined and/or mentioned in this Agreement, and rights of a similar nature arising or subsisting in any part of the world, whether or not registered or capable of registration and applications for registration or any other rights or forms of protection for any of the foregoing and the right to apply for them.

We are the owner or the licensee of all Intellectual Property Rights in our Websites and in the information contained on it, including without limitation all text, data, calculations, graphs, diagrams and charts incorporated, included or displayed by us on the Platform, the underlying systems including any software, IT solutions, systems and networks (including software and hardware) used to provide our Websites, including any third party solutions, systems and networks (collectively known as the “GreenON IP” or “Information”). GreenON IP and any data and information furnished by us to you shall remain as our property. For the avoidance of doubt, this does not include any data, material, information, documentation references, links or evidence that you, your employees, directors, consultants, contractors, contributors, advisors, assurers, verifiers or anyone acting for or on your behalf have inputted or uploaded on to the Platform which shall remain your property and shall be dealt with by us in accordance with GreenON’s terms and conditions entered into with you.

The Information may not, in any circumstances, be modified, reverse-engineered, amended, adapted or changed in any way whatsoever.

The Information may not be reproduced, re-disseminated in whole or in part, used to create derivative works or to verify or correct other data or information other than with GreenON’s permission or in accordance with GreenON’s terms and conditions entered into with you. For example (but without limitation), the Information may not be used, other than in accordance with GreenON’s terms and conditions, to create or be incorporated into indices, databases, risk models, analytics, software, or in connection with the issuing, offering, sponsoring, managing or marketing of any securities, portfolios, financial products or other investment vehicles utilising or based on, linked to, tracking or otherwise derived from the Information or any other data, information, products or services.

Other than in accordance with GreenON’s terms and conditions entered into with you, you may only print off one copy of any page(s) from our Websites for your personal use and you may draw the attention of others within your organisation to content posted on our Websites. You must not modify the paper or digital copies of any materials you have printed off in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Websites must always be acknowledged.

If you print off, copy or, if permitted to do so, download any part of our Websites in breach of these Terms, your right to use our Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

General Use

You shall only use our Websites in accordance with these Terms and Conditions solely for your personal or internal business purposes (whichever that is applicable); and lawful purposes and not resell or make available our Services to any third party, or otherwise commercially exploit our Services.

Prohibited Uses

You shall only use our Websites for lawful purposes. You shall not use our Websites:

- in any way that breaches any applicable local, national or international law or regulation including but not limited to laws in relation to libel, misrepresentation.
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You agree:

- not to reproduce, duplicate, copy or re-sell any part of our Websites in contravention of the provisions of these Terms and Conditions.
- not to access without authority, interfere with, damage or disrupt:
 - any part of our Websites;
 - any equipment or network on which our Websites is stored;
 - any software used in the provision of our Websites; or
 - any equipment or network or software owned or used by any third party.

Access conditions

When accessing our Websites, you must:

1. not impersonate another person or misrepresent authorisation to act on behalf of others;
2. correctly identify the sender of all electronic transmissions;
3. not attempt to undermine the security or integrity of our Websites;
4. not use, or misuse our Websites in any way which may impair its functionality or impair the ability of any other user to use the our Websites;
5. not attempt to view, access or copy any material or data other than that which you are authorised to access; and to the extent necessary for you to use our Websites in accordance with these Terms and Conditions;
6. neither use our Websites in a manner, nor transmit, input or store any data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is objectionable, incorrect or misleading; and
7. comply with any terms of use, as updated from time to time by us.

Interactive Services

We may, at our option, from time to time provide interactive services on our Websites, including, without limitation email, messaging, uploading files or interactive map system.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Websites, and we will decide in each case whether it is appropriate to moderate (and if so how) the relevant service in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Websites and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Customer Data and Aggregated Statistics

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content that is submitted, posted, or otherwise uploaded by you or your employees, directors, consultants, contractors, contributors, advisors, assurers, verifiers or anyone acting for or on your behalf through our Websites. You hereby grant to GreenON a non-exclusive, royalty-free, worldwide licence to use, display, reproduce and perform all acts with respect to the Customer Data as we deem necessary for us to provide our Websites to you. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data. Notwithstanding anything to the contrary in these Terms and Conditions, we may monitor your use of our Websites and collect and compile data and information related to your use of our Websites to be used by us in an aggregated and anonymized manner (“**Aggregated Statistics**”). You acknowledge that GreenON may compile Aggregated Statistics based on Customer Data input into our Websites. All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by GreenON and our rights under this paragraph will survive termination or expiry of these Terms and Conditions.

You must comply with the spirit as well as the letter of the following standards. The standards apply to each part of any Customer Data as well as to its whole.

Customer Data must:

- be complete, accurate and not misleading (where they are or incorporate facts).
- be genuinely held (where they state opinions).
- comply with all applicable laws (including but not limited to Personal Data Protection Act or other relevant legislation in relation to the processing of personal data) in Singapore or such other country from which such Customer Data are posted.

Customer Data must not:

- contain any material which is defamatory of any person.
- contain any material which is obscene, offensive, hateful or inflammatory.
- promote sexually explicit material.
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- infringes any rights of third party (including Intellectual Property Rights and privacy rights)
- promote any illegal activity.
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- give the impression that they emanate from us, if this is not the case.
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Viruses

We do not guarantee that our Websites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Websites. You should use your own virus protection software.

You must not misuse our Websites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Websites, the server on which our Websites is stored or any server, computer or database connected to our Websites. You must not attack our Websites via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Websites will cease immediately.

Third Party Links and Resources in Our Websites

Where our Websites contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

Disclaimer

GreenON is an independent operator of a data platform utilising proprietary methodologies and systematic theoretical analysis. It is not an investment adviser or fiduciary and it makes no representation regarding the advisability of investing in any product. GreenON does not issue, sponsor, endorse, market, offer, review or otherwise express any opinion regarding any

fund, ETF, derivative or other security, investment, financial product or trading strategy. It does not distribute or act as an intermediary for any financial instrument or structured deposit, nor does it deal on its own account or provide execution services for others or manage client accounts. No GreenON service supports, promotes or is intended to support or promote any such activity. GreenON does not recommend, endorse, approve or otherwise express an opinion regarding any company, entity, issuer, security, financial product, instrument or trading strategy. The contents of our Websites including the Information is not intended to constitute investment advice or a recommendation to make (or refrain from making) any kind of investment decision. It may not be relied on as such.

No Reliance on our Websites or Information

The content on our Websites including the Information is provided for information purposes only and are not intended to constitute a financial promotion. It is not intended to amount to advice on which you should rely. Nor does it constitute an offer to sell (or a solicitation of an offer to buy) any product, security, financial product or other investment vehicle or any trading strategy. The existence of our Websites and the inclusion of the Information should never, therefore, be a substitute for the skill, judgment and experience of you, your employees, directors, consultants, contractors, advisors, clients and/or customers when making investment or other business decisions. If in doubt, you must obtain professional or specialist advice before taking or refraining from any action based on the content on our Websites including the Information.

GreenON does not make any warranty, representation, guarantee as to the accuracy, privacy, reliability, non-infringement, title, merchantability, fitness for purpose, accessibility, functionality of contents of our Websites including the Information (or the results to be obtained by the use of such Information), availability of our Websites, any Confidential Information and any matter related to these Terms and Conditions. To the maximum extent permitted by law, GreenON expressly disclaims all implied warranties.

Limitation of Our Liability

You agree that GreenON shall incur no liability to you or any other party except to the extent caused by the GreenON's negligence or willful misconduct in performing its obligations under these Terms and Conditions, or its material breach of any representation, warranty, covenant or term of these Terms and Conditions.

We will not be liable to any user of our Websites for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Websites or any part of it; or
- use of or reliance on any content displayed on our Websites.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Websites or to your downloading of any content on it, or on any websites linked to it.

We assume no responsibility for the content of websites linked on our Websites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

We will not be liable for delay in performing, or failure to perform, any of our obligations under these Terms and Conditions if such delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

Applicable Law

These terms and Conditions, including its subject matter and its formation (and any non-contractual disputes or claims) are governed by and construed in accordance with the laws of Singapore. GreenON and you agree to the exclusive jurisdiction of the courts of Singapore.

Assignment

You shall not transfer, assign, charge or otherwise dispose of any of your rights or obligations arising under these Terms and Conditions, without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We may transfer, assign or otherwise dispose of any of our rights or obligations arising under it, at any time without your consent.

Waiver

No failure or delay by us to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Entire Agreement

These Terms and Conditions constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

Contact Us

To contact us, please email enquiry@fundon.io

Thank you for visiting and using our Websites.