

These TCU govern your use and access to services provided by JEFFLEE CREDIT PTE LTD (UEN No. 201010579C), a Singapore registered company (“JEFFLEE CREDIT PTE LTD”), including our website(s), our application(s) (mobile or otherwise), services, content, databases and information, our application programming interfaces (“APIs”), our notifications and any information or content appearing therein (collectively the “Platform”). JEFFLEE CREDIT PTE LTD’s registered office is at Blk 131 Jurong Gateway Road #01-261, 600131. By using the Platform, you agree to these TCU regardless of whether you are paying client or a non-paying visitor. If you are using the Platform as a representative of an entity, corporate or otherwise, you are agreeing to these TCU on behalf of that entity. Please read our Privacy Policy which sets out in detail how we collect and use your personal information and/or data. For any questions or problems relating to our Platform, our products or services, or this TCU, you can contact our customer service team at 6515 5969. As part of providing the Platform, we may need to provide you with certain communications, such as service announcements and administrative messages. If you wish to opt out from receiving such communications, which may affect your use of our Platform, please contact our customer service team at 6515 5969. If we have to contact you, we will do so by email or phone messaging based on the details you provide to us. The content and information included in the Platform are provided by JEFFLEE CREDIT PTE LTD and/or its third-party suppliers which provide information (“Information Provider”). The Platform is made available by JEFFLEE CREDIT PTE LTD to you subject to the following terms and conditions:

1. Agreement

By accessing these platforms, you agree to be bound by the TCU, our Privacy Policy (please access and read the same [here](#)) and Consent Declaration (please access and read the same [here](#)) (collectively referred to as the “Agreement”). [TIC: Please insert the link to the other policies to ensure that they are incorporated into one agreement] The Agreement constitutes a legal agreement between you and JEFFLEE CREDIT PTE LTD. You confirm that you are legally eligible and have full legal capacity to use this Platform and that you agree to the terms in this Agreement and TCU fully and without qualification.

By accessing the Platform you agree that you have thoroughly read and understood the TCU and Agreement, and unconditionally and unequivocally agree to be bound by the same. If you do not agree with any part of the TCU and/or Agreement, you must immediately discontinue your access and use of the Platform.

You agree that JEFFLEE CREDIT PTE LTD may modify, delete or replace the TCU and Agreement at any time in its sole and absolute discretion and without prior notice to you. Such changes may be published online, will constitute sufficient notice to you, and will be effective upon publication. If you continue to access and/or use the Platform after the change or addition takes effect, you are deemed to have accepted any and all changes or additions without reservation. It is your responsibility to review the TCU and Agreement periodically to ensure familiarity with its content. If JEFFLEE CREDIT PTE LTD makes material changes, we will notify you of the changes before they become effective. By continuing to use our Platform and our services after the changes come into effect means that you agree to be bound by the revised terms and/or policies.

2. Use of the Platform

By using the above-mentioned Platform, you acknowledge and agree that:

- You are prohibited from using, storing, reproducing, displaying, modifying, selling, publishing, transmitting, distributing, and commercially exploiting the Platform without prior written permission of JEFFLEE CREDIT PTE LTD and/or any third-party Information Provider(s);
- JEFFLEE CREDIT PTE LTD and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents, trademarks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws) subsisting in or relating to the Platform.
- You shall not use the Platform for any unlawful or unauthorized purpose(s).
- You shall use the Platform for lawful purposes only and in accordance with these TCU and Agreement, any other applicable terms and conditions; and all laws, codes of practice, regulations, guidelines, instructions or other instruments having the force of law in whatsoever form that any competent regulatory, governmental or judicial authorities in Singapore may issue from time to time relating to the Platform or otherwise.
- You shall engage with any entity associated with JEFFLEE CREDIT PTE LTD and our respective employees and agents in a courteous, cordial and respectful manner at all times. Without affecting the generality of the aforesaid, you shall not threaten, abuse, coerce or harass JEFFLEE CREDIT PTE LTD or any such member, employee or agent of JEFFLEE CREDIT PTE LTD, whether through the use of the Platform or otherwise.
- You shall ensure and warrant that all information (including but not limited to your personal data) provided to JEFFLEE CREDIT PTE LTD is accurate, complete and updated in all respects, and you shall promptly inform JEFFLEE CREDIT PTE LTD of any changes to such information.
- The use and interpretation of the Platform requires skill and judgement, you shall at all times exercise your own discretion and judgement in the use and interpretation of the Platform.
- You are responsible for all statements made and for all acts and/or omissions that occur while your user identification name (or "Username") and passwords are being used. You are responsible for protecting and securing your Username and password from unauthorized use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on the Platform and/or JEFFLEE CREDIT PTE LTD's website, such as the theft or

unauthorized use of your Username, password, or any other information, you are required to notify JEFFLEE CREDIT PTE LTD immediately.

- In addition to the terms in JEFFLEE CREDIT PTE LTD's Privacy Policy (please access and read the same [here](#)), you agree that JEFFLEE CREDIT PTE LTD will collect, use and disclose personal data that you submit through private messages for the purposes of customer verification, responding to your feedback, queries and/or requests, complaint and dispute handling, fraud prevention and detection, meeting legal, regulatory or compliance requirements, data analytics, training, developing and improving our products and services, and other purposes related to managing JEFFLEE CREDIT PTE LTD's relationship with you. Where you provide information (including personal data) relating to another person, you warrant and represent to JEFFLEE CREDIT PTE LTD that you have obtained that person's consent for the collection, use and disclosure of his/her information as set out in this TCU and Agreement.
- The Platform has been prepared for informative purposes only without regard to any user's investment objectives, financial situation, or means, and JEFFLEE CREDIT PTE LTD is not soliciting any action based upon it. None of the material on the Platform is to be construed as a recommendation; or an offer to loan money; or the solicitation of an offer to loan monies; or to participate in any particular money lending activities in which such an offer or solicitation would be illegal.
- The fact that JEFFLEE CREDIT PTE LTD has made the Platform available to you does not constitute a recommendation to enter into a loan agreement with you. Any discussion of the risks contained in respect of any product should not be considered a comprehensive disclosure of all risks or a complete discussion of all risks. You should not construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice.

3. Termination

JEFFLEE CREDIT PTE LTD may exercise full discretion in modifying or discontinuing any part or whole of the Platform subject to this TCU at any time without cause or prior notice.

JEFFLEE CREDIT PTE LTD reserves the right to permanently or temporarily terminate, block or ban individuals or groups from accessing their JEFFLEE CREDIT PTE LTD account and Services for any violation of the TCU or for any behaviour which JEFFLEE CREDIT PTE LTD, in its own discretion, determines is inappropriate without JEFFLEE CREDIT PTE LTD having to assume any liabilities of breach. Such inappropriate behaviour(s) includes without limitation: the provision of untrue, incorrect or incomplete information to JEFFLEE CREDIT PTE LTD (whether deliberate or otherwise), use of the Platform for illegal purposes and/or abuse of JEFFLEE CREDIT PTE LTD's representatives, employees and/or agents.

In case of such termination of your access to the Platform, your account and any relationship between you and JEFFLEE CREDIT PTE LTD (legal or otherwise) shall be terminated, and you shall not have any right to use the Platform, JEFFLEE CREDIT PTE LTD shall not bear any obligations to you, and you unequivocally waive all rights assigned to you by JEFFLEE CREDIT PTE LTD over the course of any relationship between JEFFLEE CREDIT PTE LTD and yourself (legal or otherwise).

You may stop using the Platform any time by deactivating your account.

JEFFLEE CREDIT PTE LTD reserves the right to suspend or terminate your access to our Platform, if we reasonably believe:

- (a) you are in serious or repeated breach of this TCU (including a prolonged failure to settle any payment if applicable);
- (b) you are using the Platform in a manner that would cause a real risk of harm or loss to us, other users, and/or the public;
- (c) we are requested to do so by government or regulatory authorities or as required under applicable laws, regulations or legal processes; or
- (d) our provision of the Platform to you is no longer possible or commercially viable. In any of the above cases, we will notify you by the email address or any other contact details associated with your account or at the next time you attempt to access your account, unless we are prohibited from notifying you by law.

Upon termination of your access, this TCU will also terminate save for clauses pertaining to the transfer of rights and obligations by us, entire agreement, indemnity, governing law and jurisdiction, your representation(s) to us and limitation of liability.

Where we consider necessary or appropriate, we reserve the right to report any breach of this TCU) to law enforcement authorities and we will cooperate with such authorities by disclosing your identity and providing any information about you within our systems to them.

4. Disclaimer of Warranties

JEFFLEE CREDIT PTE LTD and the Information Provider(s) expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of satisfactory quality, fitness for a particular purpose or non-infringement.

The contents of these channels, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items are provided 'AS IS', and 'AS AVAILABLE'. JEFFLEE CREDIT PTE LTD does not warrant the truth, accuracy, adequacy, completeness or reasonableness of such contents and expressly disclaims liability for any and all errors or omissions whatsoever. No warranty of any kind, implied, express or statutory, including but not limited to any warranty of title, non-infringement of third-party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other contaminants or other malicious, destructive or corrupting code and/or agent programme is given in conjunction with these channels, or its contents, including any links to third party websites.

Nothing in the Platform shall be considered as an offer by JEFFLEE CREDIT PTE LTD or solicitation by JEFFLEE CREDIT PTE LTD to buy, sell, give, take, issue, allot or transfer, or as giving any advice in respect of loans, advances, credits, insurance or deposits in any jurisdiction.

By making an offer to JEFFLEE CREDIT PTE LTD, which shall be deemed as being unsolicited, you warrant that such offer and any contract resulting from the acceptance thereof by JEFFLEE CREDIT PTE LTD will not conflict with the laws of your jurisdiction and will be made pursuant to laws of Singapore and shall be subject to the exclusive jurisdiction of the Courts of Singapore. JEFFLEE CREDIT PTE LTD shall not be under any obligation whatsoever, to reply to unsolicited correspondence, communications, or email or to acknowledge receipt of the same.

5. Inherent Nature of the Internet

You acknowledge and accept that the inherent nature of the internet and/or telecommunications services is such that transmissions may be subject to interruption, interception, hacking, fluctuation, inaccuracy, defect, corruption, loss, connection error, transmission blackout, delayed or failed transmission and/or incorrect, garbled, or incomplete data transmission. JEFFLEE CREDIT PTE LTD will not be liable for breakdown, interruption, failure, closure or malfunctions in communications facilities not under its control that may affect the accuracy, authenticity or timeliness of messages and transactions that may be sent and does not warrant that any identified defect will be corrected.

6. Limited Liability

Neither JEFFLEE CREDIT PTE LTD nor any of its third-party Information Providers shall be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages arising out of or relating to this TCU and Agreement or resulting from the use or the inability to use the Platform, including but not limited to monetary damages or damages for use, data, or other intangible damages, even if you have been advised of the possibility of such damages. JEFFLEE CREDIT PTE LTD will not be liable to you for any loss of data, business, opportunities, reputation, profits or revenues, relating to the use of our Platform or any products or services we offer.

To the fullest extent permitted by law, JEFFLEE CREDIT PTE LTD and its directors, officers, employees, agents, representatives, partners and licensors expressly limit their liabilities in connection with or arising out of the provision of the Platform as follows:

- (a) JEFFLEE CREDIT PTE LTD provides the Platform and any products or services offered on an “as is” and “as available” basis, and your access to or use of our Platform is entirely at your own risk;
- (b) JEFFLEE CREDIT PTE LTD gives no assurance, representation or warranty of any kind (whether express or implied) about the Platform and any products or services we provide;
- (c) JEFFLEE CREDIT PTE LTD does not guarantee that the information or content you find on the Platform is always accurate, truthful, complete and up-to-date;
- (d) JEFFLEE CREDIT PTE LTD expressly disclaims all warranties and representations (for example, warranties of merchantability, fitness for a particular purpose, and non-infringement);
- (e) JEFFLEE CREDIT PTE LTD is not responsible for any delay or disruption in our Platform or any defect, viruses, bugs or errors; and
- (f) JEFFLEE CREDIT PTE LTD is not responsible for the conduct of or any content or information submitted or posted by any user of the Platform (whether online or offline).

7. Miscellaneous

By agreeing to the TCU herein, you acknowledge and agree that JEFFLEE CREDIT PTE LTD, in the interest of security, reserves the right to record all telephone conversations, internet conversations including chat, and any meetings between you and JEFFLEE CREDIT PTE LTD.

You furthermore agree that JEFFLEE CREDIT PTE LTD reserves the right to monitor your use of the Platform and that the resultant information may be used by JEFFLEE CREDIT PTE LTD for its internal business purposes.

8. Severability and Interpretation

In the event that any term of the TCU and/or Agreement becomes completely or partially invalid or not enforceable due to any reason, or violated any applicable law, said term shall automatically become ineffective; however, this shall be without prejudice to the enforceability of all other terms in the TCU, and the other terms of the TCU shall remain effective and binding.

JEFFLEE CREDIT PTE LTD shall have the right of final interpretation of the TCU and/or Agreement.

9. Applicable Law

By accessing and/or using the Platform, you agree that the laws of the Republic of Singapore (including without limitation, the provisions of the Evidence Act (Cap. 97) and the Electronic Transactions Act (No. 16 of 2010) shall govern such access and the provision of such Platform and you agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

No person who is not a party to any transaction between yourself and JEFFLEE CREDIT PTE LTD shall have any right whatsoever under the Contracts (Rights of Third Parties) Act 2001.

For avoidance of doubt, any claims arising from this TCU and/or Agreement will be governed by and construed in accordance with the laws of Singapore and shall be subject to the exclusive jurisdiction of the Courts of Singapore.

10. Entire agreement

This TCU and Agreement (of which TCU is part of) constitutes the entire agreement between any user (i.e. you) and us in relation to the use of or any transactions on the Platform. These terms supersede and extinguish all other agreements, promises, assurances, warranties, representations and understandings between any user and us, whether written or oral, in relation to the use of or any transactions on the Platform.

You acknowledge that you will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this TCU or Agreement.

11. Other important terms

JEFFLEE CREDIT PTE LTD may transfer our rights and obligations under this TCU to another organisation. We will contact you to let you know if we plan to do this.

You may only transfer your rights or your obligations under this TCU to another person if we agree to this in writing.

If a Court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of this TCU operates separately. If any Court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it subsequently. If we do not insist immediately that you do anything you are required to do under this TCU, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

12. Indemnity

You agree to indemnify and hold JEFFLEE CREDIT PTE LTD harmless from and against all liabilities, damages, claims, costs (including legal fees and costs), and expenses in connection with or arising from (i) your breach of this TCU and/or Agreement, (ii) your use of our Platform and/or (iii) any misrepresentation made by you.

You also agree to fully cooperate with us in the defence or settlement of any claim in relation to or arising out of our Platform or this TCU.

13. Your representation

Our Platform is not intended for and may not be used by minors. By using our Platform, you represent that you are an adult and that you are able to legally enter into contractual agreements.

If you are using the Platform on behalf of an entity, by using the Platform you represent that you have the necessary rights and authority to agree to this TCU (and our Privacy Policy, Acceptable Use Policy and other documents referred to herein) on behalf of that entity.

14. Availability of our services

JEFFLEE CREDIT PTE LTD is constantly changing and improving our Platform and the products or services we provide. We may from time to time change or discontinue any of the products or services we offer, or add or remove functionalities or features, and we may suspend or stop certain products, services, functionalities or features altogether. If we discontinue certain products, services, functionalities or features, we will give you advance notice where reasonably possible.

We may release products, services, functionalities or features that we are still testing and evaluating. We will label such services as “beta”, “preview”, “early access” or “trial” or any words or phrases with similar meanings. You understand that these beta services are not as reliable as other products or services we offer.

We reserve the right to limit your use of our Platform and the services we provide, including the right to restrict, suspend or terminate your account if we believe you are in breach of this TCU or are misusing our Platform or any services we provide.

We try our best to ensure that our Platform is always available, but we do not guarantee that the operation of or access to our Platform will be uninterrupted or continuous. Our Platform may be interrupted for maintenance, repairs, upgrades, network or equipment failures.

You are responsible for configuring your information technology, computer programmes and platform or system in order to access our Platform. We do not guarantee that our Platform will be free from bugs or viruses.

Your account and password

In registering for an account on our Platform, you must provide truthful, accurate and up-to-date information about yourself. You should choose a strong and secure password. You must keep your password secure and confidential.

You agree not to share your account credentials or give others access to your account. If and when JEFFLEE CREDIT PTE LTD detects that an account is shared by multiple users, we may treat this as a security breach and suspend or terminate your account.

We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you are in breach of this TCU.

You agree to follow our Acceptable Use Policy, which is set out at the end of this TCU.

You are responsible for all actions or activities that happens by, through or under your account, unless you report misuse.

15. Use of the Platform

You must comply with our policies and all applicable laws and regulatory requirements, including privacy laws and intellectual property laws in using or accessing the Platform.

In consideration of you providing JEFFLEE CREDIT PTE LTD with the information and data for purposes relevant to your use of the Platform and the services we offer, we give you a personal, worldwide, royalty-free, non-assignable, non-transferrable, non-sublicensable, non-exclusive and revocable licence to access and use our Platform, including any software or application as part of the services we offer. This licence is for the sole purpose of enabling you to use and enjoy the benefit of our Platform as provided by JEFFLEE CREDIT PTE LTD and in the manner as permitted by this TCU and Agreement.

This licence to use our Platform will terminate if you do not comply with this TCU or other additional terms or conditions imposed by JEFFLEE CREDIT PTE LTD from time to time.

You must not copy, modify, distribute, sell, lease, loan or trade any access to the Platform or any data or information on it.

16. Your rights

You retain your rights to any information or content you submit, post or display on or through the Platform (“Your Content”), if applicable at all. By submitting, posting or displaying such content, you grant us a worldwide, non-exclusive, royalty-free licence (with the right to sublicense) to use, process, copy, reproduce, adapt, modify, publish, transmit, display and distribute such content in any and all media or through any distribution channels (now known or later developed), subject to applicable provisions in our Privacy Policy.

You are responsible for your use of Your Content and any consequences thereof, including any consequences of the use of Your Content by other users or third parties. JEFFLEE CREDIT PTE LTD is neither responsible or liable for any use of Your Content, nor the use of any content or information submitted or posted by other users or visitors.

You represent and warrant that Your Content is not and will not infringe rights of any third parties and that you have all the necessary rights, power and authority to satisfy your obligations with regard to Your Content under this TCU.

If you believe your intellectual property rights have been infringed, please contact us at 6515 5969.

17. Our rights

All intellectual property rights subsisting in the Platform or the products or services we provide belong to us or have been lawfully licensed to JEFFLEE CREDIT PTE LTD. All rights under applicable laws are hereby reserved. You must not upload, post, publish, reproduce, transmit or distribute any content or component of our Platform in any way, or create any derivative works with respect to any such content or component.

JEFFLEE CREDIT PTE LTD may (at our discretion but are not obliged to) review content or information submitted or posted by users on our Platform. We reserve the right to remove any content which we consider as offensive, harmful, deceptive, discriminative, defamatory or otherwise inappropriate or misleading, or content that we believe may be infringing rights of third parties. We do not endorse or support any views expressed by any users on our Platform (if any).

JEFFLEE CREDIT PTE LTD's names and our marks and logos are our trademarks (be it registered or unregistered) and may not be used without our express prior written consent.

18. Integrations

JEFFLEE CREDIT PTE LTD integrates with third-party software to provide a full suite of functionalities to our users. We are not responsible for any issues or loss arising from the use of any third-party software. Your access and use of the third-party software is governed by the terms of service or user agreements of that software.

19. Feedback

We value and welcome feedback on our Platform. You agree that JEFFLEE CREDIT PTE LTD is are free to use, disclose, adopt and/or modify any feedback and any information (including any ideas, concepts, proposals, suggestions or comments) provided by you to use in connection with our Platform or any products or services we offer, without any payment to you.

You hereby waive and agree to waive any rights to claim for any fees, royalties, charges or other payments in relation to our use, disclosure, adoption and/or modification of any of your feedback.

ACCEPTABLE USE POLICY

As part of this TCU, you agree not to misuse the Platform or help anyone else to do so. For example, you agree not to do any of the following in connection with the Platform:

- a) Use our Platform for unlawful or unauthorized purposes;
- b) Re-sell or attempt to benefit in a commercial fashion from any data, content or information available on the Platform;
- c) Probe, scan, or test the vulnerability of any system or network;
- d) Breach or otherwise circumvent any security or authentication measures or service use limits;
- e) Access, tamper with, or use non-public areas or parts of the Platform;
- f) Interfere with or disrupt any user, host, or network, for example by sending a virus, trojan, worm, logic bomb, or any other material that is malicious or technologically harmful, overloading, flooding, spamming, or mail-bombing any part of the Platform, or by scripting the creation of any content in such manner as to interfere with or create an undue burden on the Platform;
- g) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology that is not open source;
- h) Access, search, or create accounts for the Platform by any means (automated or otherwise) other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk) or attempt to do so;
- i) Send unsolicited communications, promotions or advertisements, or spam;
- j) Forge any TCP/IP packet header or any part of the header information in any email;

k) Send altered, deceptive, or false source-identifying information, including “spoofing” or “phishing”;

l) Conduct surveys, contests, or pyramid schemes, or promote or advertise products or services without appropriate authorisation;

m) Abuse referrals or promotions;

n) Post, publish, upload, display, distribute, or share materials that are unlawful, inappropriate, profane, pornographic, obscene, indecent, libelous, defamatory, abusive, or knowingly false, and/or that infringe intellectual property rights;

o) Violate the letter or spirit of the TCU;

p) Violate applicable laws or regulations in any way; or

q) Violate the privacy or infringe the rights of others.

If you have any further queries, please contact us at 6515 5969.