

TERMS AND CONDITIONS FOR ONLINE MARKETPLACE

Last updated: 24 May 2018

1 TERMS OF SERVICE

These Terms of Service constitute a binding agreement between yourself and Health Fyx Pte. Ltd., a limited liability company registered in Singapore with Unique Entity Number 201014286D (“**Health Fyx**,” “**we**,” or “**us**”).

The terms and conditions set out here (the “**Terms of Service**”) apply to and govern your access to and use of the Health Fyx [mobile application/website (comprising all webpages located at www.hfxtoken.com) (“**Health FX Platform**”) and the services Health Fyx offers in relation thereto (each, a “**Service**” and collectively, the “**Services**”), and any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Health FX Platform or in connection with our provision of the Services (collectively referred to as the “**Content**”). Your access to and use of the Services signifies your acceptance of these Terms of Service and agreement to be bound by them and any and all other applicable terms referenced herein absolutely.

IF YOU DO NOT ACCEPT ANY PART OF THESE TERMS OF SERVICE, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO AND USE OF THE HEALTH FX PLATFORM AND ALL SERVICES.

2 INTERPRETATION

Clause headings do not affect the interpretation of these Terms of Service.

Unless the context otherwise requires, words in the singular include the plural version and words in the plural include the singular version.

Any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression are to be construed as illustrative and do not limit the sense of the words, description, definition, phrase, or term preceding those terms.

3 CHANGES TO TERMS OF SERVICE

We may amend the Terms of Service from time to time at our sole discretion without being obliged to notify you in advance. It is your responsibility to check this page periodically for changes to these Terms of Service. By continuing to use the Services following such amendments to the Terms of Service, you agree to be bound by such amendments.

4 CHANGES TO THE SERVICES

The Services that we provide are always evolving. The form and nature of the Services that we provide may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you specifically or to users generally without prior notice. We also retain the right to create limits on your access to or use of the Services at our sole discretion at any time and without prior notice to you.

We make no representations, warranties, or guarantees, whether express or implied, that our Services or any Content on the Health FX Platform are accurate, complete, entirely free from error, or up to date, and are not liable for any errors or discrepancies in the Services or Content.

5 ACCOUNT INFORMATION AND SECURITY

In order to access and use the Health FX Platform, the Services, or the Content, you may need to create a password-protected account. We may ask you to provide us with certain personal information to open your account or in the course of your use of the Health FX Platform or the Services generally. You are responsible for maintaining the security of your account. We recommend that you refrain from sharing your account details or your password with others. You are solely responsible for any activity in your account, whether or not authorized or carried out by you, including purchases made using any payment instrument. Please notify us immediately of any actual or suspected loss, theft, fraud, or unauthorized use of your account or account password.

You agree that you will provide us with accurate, complete, true, and updated information and promptly update us in the event of any change to information you previously supply to us. We will comply fully with

the Personal Data Protection Act 2012 regarding all personal information you pass to us. Please refer to our privacy policy, available at www.hfxtoken.com.

6 ACCESSING THE HEALTH FX PLATFORM AND THE SERVICES

You are responsible for ensuring that it is lawful for you to access and use the Health FX Platform and the Services, and that you do so in full compliance with all applicable laws and regulations. We reserve the right at all times (but are not obliged) to refuse any order to merge, suspend or terminate your use of or access to the Health FX Platform or the Services at our discretion, and without any liability or obligation to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request; (ii) enforce these Terms of Service, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to user support requests; or (v) protect the rights, property, or safety of Health Fyx, its users, and the public.

We do not guarantee that the Health FX Platform, the Services, or any Content will always be available on an uninterrupted basis. We may suspend, withdraw, discontinue, or change all or any part of the Health FX Platform, the Services, or any Content, or access to the same, without providing you with prior notice. We will not be liable to you if, for any reason, the Health FX Platform, the Services, or any Content are unavailable for any period of time.

While accessing or using the Health FX Platform, the Services, or any Content, you may not:

- (a) access or use any of the same in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity, or for any non-authorized commercial purpose;
- (b) access, tamper with, or use non-public areas of the Services or the Health FX Platform;
- (c) probe, scan, or test the vulnerability of any system or network or breach, or circumvent any security or authentication measures;
- (d) access or search the Services by any means (automated or otherwise, including by scraping, using bots, or by mining data) other than through Health Fyx's currently available, published interfaces that are provided by Health Fyx;
- (e) access or use any password-protected, secure, or non-public areas of the Health FX Platform, or access data on the Health FX Platform not intended for you, except as specifically authorized in writing by Health Fyx;
- (f) use the Health FX Platform or the Services in any way to send altered, deceptive, or false source-identifying information;
- (g) interfere with or disrupt (or attempt to do so) the access of any user, host, or network, including, without limitation, sending any virus, Trojan, worm, logic bomb, or other malicious or technologically harmful material; overloading, flooding, spamming, mail-bombing the Health FX Platform; or scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Health FX Platform;
- (h) alter or modify the Health FX Platform or the Content, or make any electronic reproduction, adaptation, distribution, performance, or display of the Health FX Platform or the Content (or any portion thereof);
- (i) remove or modify any proprietary notice or labels on the Health FX Platform, or use any of Health Fyx's trademarks as meta-tags on any other website or application;
- (j) copy, modify, erase, or damage any information contained on computer servers used or controlled by the Health FX Platform;
- (k) use the Health FX Platform to violate any legal right of any third party or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable; and
- (l) impersonate or misrepresent your affiliation with any person or entity to Health Fyx or in the course of using the Health FX Platform or the Services.

Attempts to do any of the above prohibited acts are likewise not permitted. Health Fyx will report any such breach to the relevant law enforcement authorities and will co-operate fully with them in addressing the breach. This may include disclosing your identity to them. In the event of such a breach, your right to use access and use the Health FX Platform and the Services will cease immediately.

7 USE ON BEHALF OF OTHER PERSON

If you access or use the Health FX Platform or the Services, or expressly agree to these Terms of Service, on behalf of another individual or legal person, you are deemed to have represented by your conduct to Health Fyx that you are duly authorized to so act on behalf of the other person. Both yourself and the person you represent will be considered to have agreed to and be bound by these Terms of Service, and all references to “you” in these Terms of Service will be to yourself and the person you represent, unless the context requires otherwise.

8 INTELLECTUAL PROPERTY RIGHTS

As between yourself and us, we own and retain all proprietary rights in the Health FX Platform and the Services. The Health FX Platform contains proprietary content and information of Health Fyx (and, as appropriate, third parties and Health Fyx’s affiliated parties and licensors) that is protected by copyright and other intellectual property laws. Nothing herein shall be construed as granting any license or right to use the Services or the Health FX Platform except as expressly provided herein.

Trademarks, service marks, trade names, and logos used and displayed on the Health FX Platform (the “**Trade Marks**”) are registered and unregistered trademarks of Health Fyx’s, its affiliates, or third parties. Nothing on the Health FX Platform or in these Terms of Service shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trade Marks without the written permission of us or any other applicable trade mark owner.

9 DISCLAIMER OF WARRANTY

Your access to and use of the Health FX Platform or the Services is at your sole risk. the Health FX Platform and all Services provided thereon by Health Fyx are provided on an “as is” and “as available” basis. Health Fyx makes no representation or warranty of any kind, express or implied, including, without limitation, any warranties on merchantability, title, fitness for any particular purpose, non-infringement, and any warranties arising by course of dealing or custom of trade. All other warranties relating to fitness for purpose, quality, or condition of the Health FX Platform or the Services implied by statute or common law are excluded to the fullest extent permitted by law.

Products, services, or content on the Health FX Platform may originate from a third party. Health Fyx does not endorse, warrant, or otherwise guarantee any such product, service, or content, and is not and will not be deemed to be a party to any transaction between you and any third party.

10 LIMITATION OF LIABILITY

Without limiting the generality of the foregoing, in no event will Health Fyx or any of its affiliates, employees, directors, officers, or agents be liable to you or any other person for any direct, indirect, incidental, special, punitive, or consequential loss or damage, whether arising in contract, equity, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort). Such loss or damage includes, without limitation, damages arising from delay, loss of goodwill, loss of or damage to data, interruption in use or availability of data, loss of use of money or use of products, lost profits, revenue or savings (actual or anticipated), or other economic loss ensuing from or in connection with the Health FX Platform or the Services, even if Health Fyx or any of its affiliates or suppliers has been advised of the possibility of such damage.

You acknowledge and agree that you will exercise and rely solely on your own skill and judgment in accessing and using the Health FX Platform and the Services, and that you are responsible for ensuring that your use of the information, products, or Services complies with all applicable legal requirements.

11 INDEMNIFICATION

You agree to fully indemnify and hold harmless Health Fyx, its parents, subsidiaries, and affiliates, and its and their respective directors, officers, partners, employees, and agents (collectively, the “**Indemnified Parties**”) from and against all claims, damages, and losses (including any direct, indirect, or consequential losses, and legal and other professional costs and expenses) suffered or incurred by the Indemnified Parties in connection with any claim arising out of or in connection with your use of the Health FX Platform or the Services. You agree that Health Fyx may, if it desires to, participate in or assume exclusive control of the defence of any claim or action, or any negotiations for settlement, at its own expense. Health Fyx will notify you in either such event. No settlement that may adversely affect Health Fyx’s rights or obligations shall be made without Health Fyx’s prior written consent, which may be withheld provided that such withholding is not unreasonable.

12 LINKING TO THE HEALTH FX PLATFORM

You may link to the Health FX Platform provided you do so in a way that is lawful, does not damage or take advantage of our reputation, or misrepresent the nature of the relationship between yourself and us. In particular, you must not establish a link in such a way as to suggest any form of association, approval, assurance, or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. We reserve the right to withdraw linking permission without prior notice.

13 THIRD-PARTY LINKS AND RESOURCES ON THE HEALTH FX PLATFORM

Links on the Health FX Platform may take you to external sites or services that are not owned by, under the control of, or affiliated to Health Fyx. Unless the contrary is expressly stated on the Health FX Platform, Health Fyx does not endorse or make any representations about these sites or services. You acknowledge and agree that Health Fyx is not responsible for the accuracy or availability of the information on, or the security of, such sites, as well as for any loss or damage you may incur as a result of accessing those sites or services. You access, visit, or use any external sites or services to which the Health FX Platform links entirely at your own risk.

14 SEVERABILITY

If any provision of these Terms of Service is found to be invalid, void or unenforceable, the provision will be modified or read down to the extent necessary to avoid that result. If the provision cannot be modified or read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of these Terms of Service.

15 WAIVER

No failure or delay by a party to exercise any right or remedy provided under these Terms of Service or by law will 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 will prevent or restrict the further exercise of that or any other right or remedy.

16 TERMINATION

These Terms of Service will continue to apply until terminated by either you or us under any of the following circumstances.

- (a) You may end your agreement with us at any time for any reason by deactivating your user account and discontinuing your use of the Services. You do not need to specifically inform us when you stop using the Services. Where such deactivation and discontinuation affects your use of third party services or products, your continued use of or access to those services or products will depend on the terms of use of those third parties.
- (b) We may suspend or terminate your user account, or cease permitting you access to the Health FX Platform or the Services at any time for any reason, including if we have reason to believe that: (i) you have violated these Terms of Service or (ii) you create any risk(s) or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. In the event of any of the above, we will make reasonable efforts to notify you by the email address associated with your user account or the next time you attempt to access your user account.

16.1 In all such cases, any provision of these Terms of Service that expressly or by implication is intended to come into or continue in force on or after termination of these Terms of Service shall remain in full force and effect.

17 GOVERNING LAW AND JURISDICTION

These Terms of Service shall be governed by, and are to be construed in accordance with, the laws of the Republic of Singapore. You agree to submit all disputes arising out of or in connection with these Terms of Service to the exclusive jurisdiction of the Singapore courts.

18 LANGUAGES

In case of discrepancies between the English version and any other language versions of these Terms of Service and contents of the Health FX Platform, the English version will prevail.