



## **SERVICE TERMS**

Please read the Service Terms carefully before using any BlueMeg Service

BlueMeg (Singapore) Pte. Ltd. shall provide the BlueMeg Services (as described below) in Singapore and BlueMeg (Hong Kong) Ltd. shall provide the BlueMeg Services in Hong Kong respectively (each respective company hereafter also referred to as “we”, “us”, “our” or “BlueMeg”). The use of any of BlueMeg Services shall be subject to the following Service Terms.

### **ACCEPTANCE OF THE SERVICE TERMS**

1. By using any BlueMeg Services, you agree to be bound by the Service Terms. In the Service Terms, “you” or “User” means:
  - 1.1. your company identified in your account opening form, that is a company: (i) which will or has been incorporated using BlueMeg Services or (ii) the corporate governance arrangements, which are or will be administered by BlueMeg (a “**BlueMeg Company**”);
  - 1.2. your company identified in your account opening form that otherwise uses the BlueMeg Services, for example, as a corporate shareholder in a BlueMeg Company; and
  - 1.3. you, acting in your individual capacity of someone who uses the BlueMeg Services, for example, as a director or individual shareholder, an authorised person, ultimate beneficial owner of a BlueMeg Company or a company referred to in clause 1.2.

### **BLUEMEG SERVICES**

#### 2. Company Secretarial Services

- 2.1. By using any BlueMeg Services, User agrees to engage us to provide company secretarial services for User in accordance with the Service Terms. These services may include the following:
  - 2.1.1. company incorporation or onboarding of an existing entity;
  - 2.1.2. provision of an online platform to convene board or shareholder meetings online;
  - 2.1.3. maintenance of statutory registers in BlueMeg’s company secretarial database in accordance with applicable statutory requirements;
  - 2.1.4. provision of a registered office address;
  - 2.1.5. management and payment of regulatory filing and compliance requirements;
  - 2.1.6. changes to the officers, directors or shareholders of the BlueMeg Company and any other details of the BlueMeg Company;
  - 2.1.7. preparation of all relevant resolutions necessary for the day-to-day governance of the BlueMeg Company; and
  - 2.1.8. filing all changes as they relate to the BlueMeg Company, including changes to its registered office, directors, shareholders or any other details, with the local government registration agents, if and when such changes are required under applicable laws.
  - 2.1.9. Other standard corporate governance matters.
- 2.2. By appointing BlueMeg as User’s company secretarial service provider, we shall carry out or appoint one of our representatives to carry out the duties of a company secretary in accordance with applicable laws.



- 2.3. BlueMeg shall provide the company secretarial services, as requested by User from time to time, in oral or written form or in any other manner which BlueMeg may accept. User agrees that BlueMeg has no liability to User for any loss or damage whatsoever, arising out of or in relation to BlueMeg's performance of the company secretarial services in accordance with User's instructions.
- 2.4. User shall indemnify BlueMeg and/or any of its affiliated companies against and hold each of them harmless from any and all actions, judgements, claims, demands, costs, taxes and expenses (including legal and/or other professional fees) howsoever, incurred by BlueMeg arising out of or in relation to its performance of the company secretarial services in accordance with User's instructions.
- 2.5. For the performance of the BlueMeg Services (including the services of acting as local nominee director or local nominee shareholder for a BlueMeg Company) BlueMeg may require that User shall enter into supplemental agreements or take any such actions, as required by BlueMeg or applicable laws in order for BlueMeg to provide such BlueMeg Services. BlueMeg shall not be obliged to provide any such BlueMeg Services if User fails to enter into the supplemental agreements or take the actions, as required by BlueMeg or applicable laws.
- 2.6. If BlueMeg in its opinion is obliged to meet any legal or other requirements with regard to User, User hereby agrees to authorise BlueMeg to take any such steps which it may, at its discretion, deem necessary or desirable to comply with such requirements, including taking professional advice at User's cost.
- 2.7. At the request of BlueMeg, User shall provide BlueMeg with all documents and other information as required by BlueMeg for BlueMeg to comply with its internal policies, any applicable laws or guidelines, issued by any relevant regulatory authority or for any other reason as BlueMeg may consider necessary or desirable from time to time for the performance of its obligations hereunder.

### 3. Share Transfer Services

- 3.1. As part of the BlueMeg Services, User shall be able to transfer its shares to other entities, such as existing shareholders or new shareholders or employees, through our online platform.
- 3.2. It is User's responsibility to keep User's account information safe and secured. Therefore, User shall be liable for any transaction which take place through User's account. BlueMeg shall not be liable for any processing of any share transfer as instructed by User or through User's account, nor for failing to process any share transfer as a result of any system problems or any event or circumstances beyond our reasonable control.

### 4. Online Book building and Fundraising Capability

- 4.1. As part of the BlueMeg Services, User is able to use the online platform to build a book and raise funds for its business online. User expressly acknowledges that BlueMeg is not licensed and that therefore BlueMeg does not hold itself out as being licensed to provide any services, which are regulated by the relevant authorities in Singapore, as BlueMeg is merely providing an electronic service by way of its online platform, on which User is able to build a book and raise funds for its business.
- 4.2. Any information (including any documents such as term sheets or legal documents) relating to book building and fundraising, which may be shared between User and investors seeking to invest

in User, is to be provided by User and the relevant investors. BlueMeg has no control over and takes no responsibility whatsoever for any such information.



4.3. Communications between BlueMeg and User shall not constitute or form part of any offer, recommendation, invitation or solicitation to purchase or subscribe for any shares or other investment product. BlueMeg is not a financial or corporate advisor and shall therefore not assess the suitability of investments detailed in the provision of the BlueMeg Service. If User has any doubts as to the suitability of an investment, User has to seek advice from a suitably qualified professional advisor. By accepting User's request for the provision of BlueMeg Services, we shall not be considered to have approved or recommended any investments so offered by or to User.

## 5. Other BlueMeg Services

5.1. As part of the BlueMeg Services, User is able to access our online platform and use the other functionality offered on the online platform from time to time, including the ability to view its shareholdings or positions as an officeholder in any BlueMeg Company and details of such BlueMeg Company.

5.2. As part of the BlueMeg Services, User may engage BlueMeg or its representative to act as local nominee director or local nominee shareholder, subject to User entering into supplemental agreements or do the things as required by BlueMeg or applicable laws.

5.3. BlueMeg may, at the request of User, provide ancillary services to User such as bank account opening, application for employment and work passes with the local authorities, accounting, tax compliance and filing, among other ancillary corporate services. These services may be subcontracted to trusted partners under BlueMeg's responsibility. User acknowledges that any BlueMeg Service by BlueMeg, which requires a governmental or third-party approval, is provided on a reasonable efforts' basis only. User also acknowledges that User shall not be entitled to a refund in case any such approval-based service cannot be obtained.

## 6. Authority to act for your Company

6.1. You represent and warrant that you have full legal right, power and authority to execute and exercise the rights and perform the obligations under the Service Terms on behalf of your Company. In the event that the BlueMeg Company has not been incorporated, you undertake that you shall do all that is necessary to effect such right, power and authority to execute and exercise the rights and perform the obligations under the Service Terms on behalf of the BlueMeg Company.

## 7. Communications

7.1. We shall communicate with User in a variety of ways, such as but not limited to sending e-mails, WhatsApp or WeChat messages, or posting messages or communications on our website or through other BlueMeg Services. User hereby expressly consents and continues to consent receiving any such communication from us as an adequate form of communication.

7.2. User agrees that it is User's responsibility and not ours to ensure that all agreements, notices, disclosures and other communications which we provide electronically, satisfy any legal requirements that such communications be in writing.

## 8. Copyrights

8.1. Other than content generated by User or other users of BlueMeg's online platform, we or our licensors own any and all copyrights in the content of this online platform. You may download and temporarily store one or more of the pages of this online platform for viewing purposes and you may print any page from this online platform for use by User and User only.



8.2. Any other storage, copying, transmission or distribution of the content of this online platform is strictly prohibited.

8.3. User owns the copyright in any content which User generates (for example, when User inputs details into share transfer form, company incorporation form and regulatory filing documentation), but User herewith grants to us a worldwide, free, non-exclusive and irrevocable licence, with the right to sublicense, to use that content.

## 9. Trade Marks

9.1. The name 'BlueMegg' and its logo are trademarks of BlueMegg and its affiliated companies. Nothing in the Service Terms shall give User any right or license whatsoever to use these trademarks.

## 10. User's Account

10.1. User is responsible for maintaining the confidentiality of User's password and account, including the private key which we issue to User, and for any other activities which occur using User's account or which are signed for with User's private key. We shall not be liable to User or any of User's related entities for any loss or damage whatsoever, which may arise out of or result from any failure by User to protect User's password, private key or account.

## 11. Third Party Software and Application Programming Interface ("API's")

11.1. We and User may use third party software and API's when using the online platform or the BlueMegg Services. This third-party software and /or these API's may also change from time to time. We do not guarantee the reliability of any such third-party software or APIs, whether or not changed. User agrees that we are not liable for any loss or damage whatsoever, arising out of or resulting from the use of such third-party software or API's to access any information, the online platform or other BlueMegg Services.

## 12. Distributed Ledger Technology

12.1. BlueMegg uses distributed ledger technology to provide BlueMegg Services. Some distributed ledger technology platforms are open source distributed ledger technology, which is developed and administered by third parties. Whilst we endeavour to ensure that there is no disruption to the BlueMegg Services arising from the use of such distributed ledger technology, we do not control the open source networks. Therefore, we do not accept any liability whatsoever for any disruption in their availability and security. In the event that performance of the BlueMegg Services is materially disrupted by the use of such distributed ledger technology, only if and to the extent caused solely and directly by a serious omission of BlueMegg, the liability of BlueMegg shall in such event be limited to actual, direct damage or loss only, up to a maximum amount, in the aggregate, not to exceed the Fees received by BlueMegg from User over a period of not more than the last twelve months immediately preceding the established disruption.

## 13. User's information

13.1. User warrants that all information and details provided by User to us shall at all times be true, complete, accurate and up to date in all respects, as BlueMegg relies on such information and details for the provision of the BlueMegg Services. User can update or correct any of its information or details at any time through its account on the online platform.



#### 14. Fees and Payment

- 14.1. User shall pay BlueMeg in advance the fees set out on our online platform, e-mail or our website, for the BlueMeg Services ordered (“Fees”) through a secure payment process, incorporated into our online platform or website, by electronic invoice. Payment of the Fees can securely be made by credit card or debit card, bank wire or by bank transfer. We shall only commence providing the BlueMeg Services if full payment of the Fees has been received by us in advance, subject to the provisions of clause 14.4.
- 14.2. If there are any fees for BlueMeg Services which are not set out on our online platform or website, we shall issue an invoice to User for such BlueMeg Services ordered. User shall pay us the fees set out in the invoice for such BlueMeg Services on receipt of our invoice. Upon request from User, BlueMeg may issue an invoice for payment in cryptocurrency, either by way of Bitcoin or Ethereum, by way of a secure crypto-currency payment processor prescribed by BlueMeg. The quotes in either Bitcoin or Ethereum currency will only be valid for 24 hours from the date of invoice and are subject to additional fees to cover BlueMeg against any adverse movement in the USD denominated price of those crypto currencies due to their high volatility.
- 14.3. User may subscribe to different pricing tiers at any time for the BlueMeg Services. User acknowledges and agrees that it is not allowed to downgrade its pricing tier within one year after subscribing.
- 14.4. User acknowledges and agrees that the online payment, referred to in clause 14.1, does not constitute our acceptance of User’s ordered BlueMeg Services. Our acceptance of User’s order shall take place only on commencement of providing the BlueMeg Services, so ordered. We reserve the right to decline an order for BlueMeg Services for any reason, including negative outcome of KYC, in which case we will refund any fees prepaid, provided that no BlueMeg Services have been used by User.
- 14.5. For the online payment, User shall be required to enter payment details, which are disclosed directly to an independent third-party payment processor. We do not collect or store this information and we do not have access at any time to User’s payment details.
- 14.6. As all payments are processed by an independent third-party payment processor, we exclude all liability for any loss or damage, which may arise out of or resulting from processing User’s payment information. The terms of service of such independent third-party payment processor shall apply.
- 14.7. User agrees that BlueMeg may deduct, or cause to be deducted, the Fees from any bank account of the BlueMeg Company, which BlueMeg or any nominee is authorised to operate by its signatories or from the funds held by BlueMeg or any nominee on behalf of the BlueMeg Company.

#### 15. Early termination of BlueMeg Services

- 15.1. We reserve the right to terminate any or all BlueMeg Services in part or in whole at any time (1) to comply with applicable laws or request from governmental body or (ii) if User breaches any of its obligations under the Service Terms and this breach remains uncured for a period of 30 days from receipt of notice by BlueMeg. We shall not be liable to User for any loss or damage whatsoever, incurred by User arising out of or resulting from such termination of the BlueMeg Services.
- 15.2. If User chooses an annual package for any BlueMeg Services, User shall be entitled to a discount, set out on our online platform or website, but User may not terminate any of the BlueMeg Services for which such Fees have been prepaid.



- 15.3. If User chooses a monthly package for any BlueMeg Services, the User may terminate the BlueMeg Services at any time. In such case, the corresponding Fees for the period of unused BlueMeg Services shall be refunded to the User.

## **LIABILITY**

### **16. Use of online platform**

- 16.1. Any content of our online platform, provided by BlueMeg, its partners or licensors, is for general information only. We exclude any and all liability for its use.
- 16.2. We exclude any and all liability which may arise out of or resulting from your use of or reliance on the content of the online platform, except if and to the extent such liability arises out of or results from our fraud or gross negligence.
- 16.3. As part of the BlueMeg Services, User of the online platform is able to interact with certain content provided by us (such as share transfer forms, company incorporation forms and regulatory filing documentation) to create user-generated content. We shall not be liable for any content, including accuracy or completeness thereof, of any user-generated content.
- 16.4. Whilst we use reasonable efforts to ensure that our online platform is free from viruses and other malicious or harmful content, we cannot guarantee that User's use of this online platform (including any content on it or any website accessible from it) shall not cause damage to User's computer(s) or any other device(s). Except if required by applicable law, we shall therefore not be liable to User for any kind of loss or damage, caused by viruses or other malicious or harmful content, which User may suffer as a result of using the online platform, any content on it or any website accessible from it.

### **17. Use of BlueMeg Services**

- 17.1. Whilst we shall use all reasonable efforts to ensure that availability of the BlueMeg Services shall be uninterrupted and that transmissions shall be error-free, this uninterrupted service and error-free transmission cannot be guaranteed. In addition, User's access to the BlueMeg Services may also be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services. We shall attempt to limit the frequency and duration of any such suspension or restriction and shall use reasonable efforts to notify User in advance.
- 17.2. BlueMeg shall not be liable for any loss or damage whatsoever, arising out of or resulting from the provision of the BlueMeg Services hereunder, unless resulting from gross negligence or fraud on the part of BlueMeg. This exclusion of liability also covers exclusion of liability for any loss of business (including but not limited to loss of profits, revenues, contracts, anticipated savings, data, goodwill and wasted expenditure) and any special, punitive or any other consequential or indirect loss or damage.
- 17.3. We shall not be liable for any delay or failure to comply with any of our obligations under the Service Terms if such delay or failure arises from any situation of force majeure.

### **18. Compliance with applicable laws and regulations**

- 18.1. User represents and warrants that it shall comply with all applicable laws and regulations when using any BlueMeg Services.
- 18.2. User shall indemnify BlueMeg and any of its affiliated companies against and hold each of these companies harmless from any and all loss, damage, action, judgement, claim, demand, taxes, costs and expenses (including litigation costs, legal and/or other professional fees), incurred by BlueMeg



arising out of or resulting from the provision of the BlueMeg Services pursuant to this Corporate Services Agreement.

19. Amendments

19.1. The BlueMeg Services and/or Service Terms may be amended or replaced from time to time without any liability to User. We will notify you of any material amendment or replacement thereof. By continuing to use the BlueMeg online platform or any other BlueMeg Services, User agrees to be bound by the so amended or replaced BlueMeg Services and /or Service Terms.

20. Third Party Rights

20.1. Only User and BlueMeg shall be entitled to enforce the provisions of this BlueMeg Services Agreement and those of the Service Terms. No third party shall be entitled to enforce any such provision.

21. Disclaimer of Liability and Warranty

21.1. It is expressly acknowledged and agreed by User that BlueMeg functions only as a registering agent for the formation of companies, and further that BlueMeg provides only assistance in the governance of such formed companies.

21.2. User acknowledges that there are inherent risks associated with the formation and operation of a company. It is therefore expressly agreed by User that BlueMeg shall have no responsibility or liability whatsoever for any such risks. User furthermore agrees that BlueMeg shall not be liable for any loss or damage whatsoever (e.g. direct, indirect, consequential, punitive or otherwise), which may arise out of or result from User's use of information or any other services provided by BlueMeg.

21.3. BlueMeg shall not provide any warranty, promise, undertaking or representation of any kind, express, implied, statutory or otherwise, as to the reliability, accuracy, fitness for purpose or suitability of the information or any other BlueMeg services provided.

22. No Attorney-client Relationship of Advice

22.1. Any communication between BlueMeg and User (1) does not create or constitute an attorney-client relationship, (2) is not intended to be a solicitation, (3) is not intended to convey or constitute any legal or any other kind of advice and (4) is not a substitute for any legal advice from a qualified outside legal counsel or advice from any other kind of third-party professional.

## **PRIVACY POLICY**

23. Collection of your information

23.1. We may collect the following types of personal data ("Personal Data "):

23.1.1. name;

23.1.2. residential or other postal address;

23.1.3. e-mail address;

23.1.4. personal identification information (e.g. identity card number or passport number);

23.1.5. telephone number;

23.1.6. nationality;

23.1.7. age or date of birth;

23.1.8. bank account details including statements; and

23.1.9. professional or job title or occupation.



23.2. We collect Personal Data directly from you, unless it is unreasonable or impracticable to do so. When collecting Personal data, we may collect it in various other ways, including:

- 23.2.1. through your access and use of our website and/or online platform;
- 23.2.2. through the BlueMeg Company to which we provide the requested BlueMeg Services;
- 23.2.3. upon your completion of an order on our online platform; or
- 23.2.4. through e-mails, messaging applications or other file sharing means, which you use to provide the Personal Data to us.

23.3. If you do not provide us with any of the Personal Data, we may not be able to provide the requested BlueMeg Services to you or the BlueMeg Company, either to the same standard as if you had provided the Personal Data, or at all.

#### 24. Purpose of Collection Use and Disclosure

24.1. We collect, use and disclose your Personal Data for the following purposes, namely to:

- 24.1.1. provide the requested BlueMeg Services to you or the BlueMeg Company and send communications as requested, or for consent purposes by you or BlueMeg Company;
- 24.1.2. verify your or the BlueMeg Company's identity;
- 24.1.3. provide access to you or the BlueMeg Company to our online platform;
- 24.1.4. provide you with access to certain areas of our website;
- 24.1.5. answer enquiries and provide information or advice regarding our services;
- 24.1.6. keep our records and your contact details up to date;
- 24.1.7. process and respond to any complaints, enquiries or feedback from you; and
- 24.1.8. comply with any law, regulation, binding decision or direction of a Regulator, and co-operate with any governmental authority.

24.2. We will not share, disclose or otherwise dispose of your Personal Data, other than in accordance with clause 25.

24.3. We may maintain the Personal Data upon expiry or early termination of the BlueMeg Services Agreement, if and to the extent necessary to enforce any of our outstanding rights hereunder or as required by applicable laws, whichever period is longer.

#### 25. Disclosure of Personal Data

25.1. We may disclose your Personal Data to:

- 25.1.1. our affiliated companies or third-party services providers for the purposes (i) set out in paragraph 24.1, for the purposes of (ii) operating our website or business, (iii) fulfilling your requests, (iv) processing and verification to enable us to comply with our internal policies and (v) for the purpose of otherwise providing our services to you or your BlueMeg Company;
- 25.1.2. the relevant companies' Registry for the purpose of us providing corporate secretarial services;
- 25.1.3. law enforcement agencies or regulatory authorities in Singapore or abroad, if we are required to do so by law;
- 25.1.4. relevant parties if it is necessary for legal proceedings; or
- 25.1.5. any other organisation for any authorised purpose with your express consent.



- 25.2. We may disclose your Personal Data to our affiliated companies or third-party service providers abroad for some of the purposes listed above. In these cases, the disclosure will be on a need to know basis.
- 25.3. We may store your Personal Data, using a decentralised data storage technology. The use of this technology may result in your Personal Data being stored abroad. Designed to ensure the security, your transferred Personal Data will always be broken up into a number of small files (none of which will contain the entire Personal Data) with each file being encrypted and distributed across the decentralised network.  
The recipients of the encrypted files may not reside in countries which have data protection laws comparable to Singapore, however the technology is so designed that only you and we may access and use the Personal Data so stored.
- 25.4. Your consent for the collection, use and disclosure of the Personal Data will be on-going until such time it is withdrawn by you in writing. You may withdraw your consent for any of the purposes at any time by informing us at our address, mentioned in clause 32 below. Whilst respecting your decision, withdrawal of your consent may affect the quality or continuation of the BlueMegg Services. We shall therefore notify you of the potential consequences of your withdrawal before completing the process of your request of withdrawal.
- 25.5. Your withdrawal of consent will not affect our obligation to collect, use and disclose your Personal Data, if so required by law pursuant to clause 25.1.

## 26. Direct Marketing

- 26.1. We may send you marketing communications about our services which we consider may be of interest to you. These communications may be sent in various forms, including mail, SMS, telephone calls and e-mail, in accordance with applicable laws. If you indicate a preference with regard to the method of communication, we will endeavour to use that method whenever reasonably practicable to do so.
- 26.2. You may at any time opt-out of receiving these marketing communications from us by logging into your account or the account through which your Personal Data was provided and make the changes to your account preference. Alternatively, you may opt-out of receiving marketing communications from us by contacting us, details of which are given below in clause 33.

## 27. Access and Correction

- 27.1. You may access or correct any Personal Data which we hold about you at any time by logging into your account or the account through which your Personal Data was provided.
- 27.2. Alternatively, you may contact us, details of which are given below in clause 33, to request for access and correction of Personal Data which we hold. If you are entitled to access the Personal Data, we will try to provide you with suitable means of accessing it. We may charge you a reasonable fee to cover our administrative and other costs in providing the Personal Data to you. We do not charge for making any corrections to your Personal Data.

## 28. Protection of Personal Data

- 28.1. Although no method of transmission over the internet or electronic storage is completely secure, we take reasonable steps designed to ensure your Personal Data is protected from misuse or loss, unauthorised access, modification or disclosure.



28.2. All e-mail and other messages, including but limited to WhatsApp and WeChat messages (as provided by our website or online platform) sent to and from us may be monitored to ensure compliance with our internal policies and to protect our business.

28.3. If you have any question regarding our Personal Data protection policy, you may contact our Data Protection Officer at [dpo@bluemeg.com](mailto:dpo@bluemeg.com).

## 29. Cookies

29.1. We may send to your device “cookies”, which are unique identifiers, to enable our systems to recognise your device. We may also use cookies for additional purposes, including:

- 29.1.1. identifying you during the login process to our website;
- 29.1.2. keeping track of any preferences specified in your account;
- 29.1.3. conducting research and diagnostics; and
- 29.1.4. helping to prevent fraudulent activity and to improve security.

29.2. If you do not wish to receive cookies, you can adjust your browser setting so that your device does not accept them.

## 30. Governing Law and Jurisdiction

30.1. The BlueMeg Services Agreement, including the Service Terms, shall be governed by Singapore law. User and BlueMeg agree to submit any dispute exclusively to the Singapore courts.

## 31. Contact details

If you have any questions in relation to the Service Terms or your Personal Data, please contact us at: [info@bluemeg.com](mailto:info@bluemeg.com)