

Terms of Use

1. General

- a. These Terms of Use govern your access to and use of our website and the services provided therein, including all applications (whether software-based, web-based, or otherwise), their contents, push notifications, and other related materials as specified in the Schedule below (collectively referred to as the “**Service**”).
- b. The Service is provided by Trustless Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at B-105, Wakad Center, Bhumkar Chowk, Pune, India - 411057, hereinafter referred to as “**Credore**”.
- c. By accessing or using any part of the Service, you agree to be legally bound by these Terms of Use, including any updates or amendments Credore may make at its sole discretion. **We encourage you to review these Terms of Use each time you access or use the Service, as such access or use constitutes your acceptance of the Terms, including any revisions.**
- d. If you do not agree to these Terms of Use, please refrain from using the Service.

2. Nature of the Service

- a. For detailed information and specific terms regarding the Service, please refer to the Schedule below.

3. Licence Terms and Restrictions

- a. The Service, including all materials made available on or through it, is owned, licensed, managed, or controlled by Credore. For additional information on third-party materials, please refer to Clause 4.
- b. Subject to these Terms of Use, Credore grants you a non-exclusive, non-transferable right to access and use the Service solely for personal or internal purposes, and only as permitted by the features and functionality of the Service. Without prior written consent from Credore or the relevant third-party rights holders, you may not modify, reverse-engineer, decompile, adapt, publish, redistribute, or sublicense the Service or any part of it. Additionally, you are prohibited from using the Service in a way that violates any applicable laws or agreements with third parties. Any rights to the Service not explicitly granted herein are reserved by Credore.
- c. Credore reserves the right:
 - i. Update or modify the Service periodically;
 - ii. Restrict or deny access to the Service for any individual, without obligation to provide a reason; and
 - iii. Discontinue the Service at any time without prior notice or liability, upon which all rights granted to you herein will immediately terminate.

Upon receiving notice from Credore, you must return or delete any copies of the Service or materials you have downloaded.

- d. You agree not to disrupt or attempt to disrupt the normal functioning of the Service, nor engage in any activity that imposes an excessive or unreasonable load on Credore's servers.

4. Third Party Materials

- a. The Service may require or facilitate access to third-party software or services ("Third Party"). In such cases, the use of this third-party software or service may be governed by additional terms ("Third Party Terms"). Credore may be obligated under these Third Party Terms to inform you of specific conditions that apply to you as an end user, or as someone whose actions may cause Credore to breach these terms while using the Service. Examples of Third Party Terms include open-source software licenses or standard terms of distribution platforms where you access the Service (such as the Google Play Store or Apple App Store), referred to as "Distribution Terms." These Third Party Terms are either embedded within the Service, covered under these Terms of Use, publicly accessible (such as Distribution Terms), or listed in the Schedule herein. For clarity, regarding Distribution Terms, this clause refers to the terms specific to the platform from which you downloaded the software or application. For instance, if the Service was obtained from the Google Play Store, the applicable terms are Google's Distribution Terms.
- b. It is your responsibility to check and read the most up-to-date versions of the Third Party Terms and you are deemed to have notice of the same. In particular, you are deemed to have notice of the Third Party Terms that Credore (under the Third Party Terms) is required to notify you, and you unconditionally agree to be bound by all the obligations in the Third Party Terms which are applicable to you as the end user.
- c. If the Third Party Terms require you to enter into an agreement directly with the Third Party, then you unconditionally agree to enter into such agreement, and in any event, to be legally bound by the Third Party Terms. For the avoidance of doubt:
 - i. some Third Party Terms (particularly open-source terms) permit either a direct licence to you from the Third Party or a sublicense from Credore to you. In such cases, your licence is a direct licence from the Third Party to you; and
 - ii. the terms of your agreement with the relevant Third Party will govern your use of the relevant third party software or service.
- d. If the Third Party Terms expressly or impliedly require Credore to incorporate certain terms in these Terms of Use (inclusive of terms which impose any minimum or maximum standards herein, and/or terms described in Clause 4.e below), such terms are deemed to have been so incorporated (the "Incorporated Terms"). Examples of Incorporated Terms include provisions which require Credore to give you notice of certain rights and liabilities or require Credore to ensure that you acknowledge certain matters. Similarly, if the Third Party Terms expressly or impliedly require these Terms of Use to be altered such that the Third Party Terms are complied with, the parties herein

agree that the Terms of Use shall be deemed to be so altered but only to the extent necessary for compliance.

- e. Certain Third Party Terms may grant the Third Party, or require Credore to grant the Third Party, direct enforcement rights as a third-party beneficiary of these Terms of Use against you.
- f. Third Party Terms are considered incorporated into these Terms of Use as "Incorporated Terms," and by using the Service, you agree to allow such Third Parties direct rights of enforcement against you.
- g. For clarity, and notwithstanding Clause 4.d, nothing in the Third Party Terms shall increase Credore's liability beyond the limits stated in Clause 6.

5. Your Consent to Access Device Functions

- a. To use the Service, you may be required to grant access to certain functions of your device, such as push notifications, location data, or other information relevant to the Service. By using the Service, you consent to the access and use of these functions as reasonably necessary for the proper functioning of the Service.

6. Disclaimers and Indemnity

- a. The Service is provided on an "as is" and "as available" basis, without any warranties of any kind. To the fullest extent permitted by law, Credore makes no representations or warranties of any kind regarding the Service and expressly disclaims all express, implied, and statutory warranties, whether arising from usage, custom, trade, operation of law, or otherwise. This includes, but is not limited to, any representations or warranties related to:
 - i. Regarding the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality, or fitness for any particular purpose of the Service; and/or
 - ii. That the Service, or any associated functions, will be uninterrupted or error-free, or that any defects will be corrected, or that the Service, website, and server will be free from viruses, malware, or other harmful, destructive, or corrupting code, programs, or macros.
- b. Credore shall not be liable to you or any third party for any damages or losses of any kind, however caused, including but not limited to direct or indirect, special, incidental, or consequential damages, loss of income, revenue, or profits, loss or corruption of data, or damage to your computer, software, or any other property, whether arising directly or indirectly from:
 - i. your access to or use of the Service, or any part thereof;
 - ii. any loss of access to or use of the Service, or any part thereof, regardless of the cause;
 - iii. any inaccuracies, incompleteness, errors, or omissions in the transmission of the Service;
 - iv. any delay or interruption in the transmission of the Service, whether caused by internet transmission issues or other factors; or

- v. any decision or action taken by you or any third party based on reliance upon the Service, regardless of whether Credore was advised of the possibility of such damage or loss.
- c. Without limiting the above, to the extent the Service involves or requires the use of, or is provided in conjunction with, products, software, materials, and/or services not supplied by Credore, Credore makes no representations or warranties regarding such products, software, materials, and/or services, including but not limited to any representations or warranties concerning their timeliness, reliability, availability, interoperability, quality, fitness for purpose, non-infringement, suitability, or accuracy.
- d. You agree not to rely on any part of the Service to establish or assert any legitimate expectation against Credore, whether or not arising from or related to Credore's role and functions as a public authority.
- e. You agree to defend, indemnify, and hold harmless Credore and its officers, employees, agents, and contractors from any and all liabilities, losses, damages, costs, or expenses (including legal fees on an indemnity basis) arising out of or in connection with your access to or use of the Service (including third-party software or services), or your failure to comply with the Terms of Use, Third Party Terms, or Incorporated Terms, whether or not you were advised of the nature or extent of such liabilities, losses, damages, costs, or expenses.

7. Hyperlinks

- a. To the extent that the Service provides hyperlinks to materials not maintained or controlled by Credore, Credore is not responsible for the content of such linked materials and will not be liable for any damages or losses arising from accessing them. Use of the hyperlinks and access to the linked materials is entirely at your own risk. The provision of these hyperlinks is for convenience only and does not imply endorsement, association, or affiliation with the content or provider of the linked materials.
- b. Caching, hyperlinking to, or framing any part of the Service is prohibited unless you have obtained prior written consent from Credore. Such consent may be subject to conditions determined by Credore at its sole discretion. By hyperlinking to or framing any part of the Service, you accept these Terms of Use and any amendments. If you do not agree to these Terms of Use, including any future amendments, you must immediately cease linking to or framing any part of the Service.
- c. Credore reserves all rights:
 - i. To disable any unauthorized links to or frames of materials, including but not limited to those that imply endorsement by, or association with, Credore, or that contain inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content, or materials that violate any applicable laws, intellectual property rights, or privacy rights; and
 - ii. To disclaim any responsibility and/or liability for materials that link to or frame any part of the Service.

8. Privacy Policy

You also acknowledge and agree to the terms of the Privacy Policy for the Service, as may be updated from time to time. The Privacy Policy is considered an integral part of these Terms of Use.

9. Rights of Third Parties

- a. Except as provided for the Third Party's rights in Clause 4.e, no person who is not a party to these Terms of Use shall have any right to enforce any of its terms under the Contract (Rights of Third Parties) Act or otherwise.

10. Assignment

- a. You may not assign or subcontract these Terms of Use without obtaining prior written consent from Credore.
- b. Credore reserves the right to assign, novate, transfer, or subcontract its rights and obligations under these Terms of Use and in relation to the Service, without notifying you or requiring further reference to you. By accepting these Terms of Use, you consent to such assignment, novation, transfer, or subcontract.

11. Governing Law and Dispute Resolution

- a. These Terms of Use shall be governed by and construed in accordance with the laws of Singapore.
- b. Subject to Clause 11.c, any dispute arising out of or in connection with these Terms of Use, including any question regarding its existence, validity, or termination, shall be exclusively resolved in the courts of the Republic of Singapore. The parties hereby submit to the exclusive jurisdiction of the Singapore courts.
- c. At its sole discretion, Credore may refer any dispute mentioned in Clause 11.b to arbitration, administered by the Singapore International Arbitration Centre ("SIAC"), in accordance with the SIAC Arbitration Rules in force at the time, which are deemed incorporated by reference into this clause. Furthermore:
- d. The seat of arbitration shall be Singapore.
- e. The tribunal shall consist of a single arbitrator.
- f. The arbitration shall be conducted in English.
- g. All information, pleadings, documents, evidence, and other materials related to the arbitration shall remain confidential.
- h. In the event that Credore is the defendant or respondent, it shall be given at least 30 days' notice prior to the commencement of any legal action, to exercise its right to have the dispute referred to arbitration. This right to elect shall not prejudice Credore's entitlement to raise a limitation defense, and the period for exercising this right shall not be shortened due to the accrual of any limitation defense in favor of Credore during that period.

12. Name of the Service

- a. Credore

13. Nature of Service and Special Terms

- a. Credore, developed and pioneered by Trustless Private Limited, was created to address the challenges posed by paper-based international trade. It is a set of international standards and frameworks, supported by open-source software, that leverages blockchain technology to digitize the end-to-end processing of trade documents. This ensures that documents issued are verifiable in terms of their source and authenticity.
- b. Credore is built on a comprehensive framework comprising four key components: legal harmonisation, an accreditation structure, standards development, and open-source software. Its goal is to make digital trade secure, legally recognized, and inclusive for all stakeholders, resulting in faster, simpler, and more reliable trade processes.
- c. To use the Service, you must upload a document onto the site.
- d. Please note that Credore is NOT responsible for the performance or responses of third-party blockchain networks, or the functionality of any third-party software or technology (such as Ethereum or XDC, Or Hedera).
- e. Separate terms (and not these Terms of Use) may apply to your relationship with the document issuer, verifier, presenter, or any other party accessing or providing a copy of the document. For the avoidance of doubt, Credore is not responsible for the content or legal acceptability of any document, nor does it make any representations or warranties regarding the powers or authority of the document issuer, verifier, or presenter.

This version of the Terms of Use is dated 10-May-2024.