

#### 1. Definitions:

In the context of these General Terms and Conditions, the ensuing terms shall carry the definitions listed below unless explicitly articulated otherwise:

**Account:** Represents the personal account of the Consumer which facilitates access to the Products offered by ShlenPower.

**Agreement:** Refers to any mutual contract established between ShlenPower and the Consumer wherein ShlenPower commits to provide Products to the Consumer.

**Consumer:** Denotes the individual who formalizes this Agreement with ShlenPower.

**Day:** Pertains to a calendar day.

**Digital Content:** Encompasses data inclusive of audio and video files, pedagogical resources such as courses, tutorials, web applications, visual content, written content, documentation, reports, intellectual creations, digital storage mediums, and any electronic channels suitable for availing the Products.

**Fees:** Specifies the monetary charges, either one-time purchase costs or recurrent subscription fees, as presented on the official ShlenPower website for the respective Product.

Intellectual Property: Embodies rights (predominantly intellectual property rights) which include, but are not confined to, copyright, database rights, domain ownership, trade name rights, trademark rights, design rights, related rights, patent rights, software rights, and all other intellectual property classifications. This also incorporates rights associated with trade secrets and knowhow, regardless of their origin or registration status, universally acknowledged.

Force Majeure Event: Refers to any unforeseen event or circumstance hindering or delaying ShlenPower's ability to fulfill its obligations under this Agreement, which is beyond the

company's reasonable control. This encompasses, but isn't limited to, acts of nature, accidents, civil unrest, wars, acts of terrorism, epidemics, pandemics, quarantine measures, disruptions in power supply, malfunctioning or maintenance of internet or telecommunications systems, website host breakdowns, widespread scarcity of raw materials or energy, governmental actions or lack thereof, changes in legislative frameworks, national strikes, workforce disputes, fires, explosions, and other large-scale crises.

**General Terms and Conditions:** The current terms and conditions under which the Agreement operates.

Privacy Policy: Represents the official Privacy Policy of ShlenPower, which is periodically updated and displayed on the company's website.

**Reflection Period:** Specifies the timeframe during which Consumers have the discretion to exercise their right of withdrawal from the Agreement.

**Product:** Denotes the array of services and/or goods, inclusive of gift cards or any digital assets, that ShlenPower agrees to provide to the Consumer under the established Agreement.

**Subscription Period:** Describes the designated timeframe, as mentioned in the Product's details or covered by it, throughout which the Consumer is granted continuous access to the respective Product.

Sustainable Data Carrier: Embodies any medium, email included, which enables either the Consumer or ShlenPower to securely archive information specifically addressed to the Consumer. This medium ensures the information remains accessible for future reference, aligning with the duration and purpose it's intended for, and guarantees the possibility of retrieving an



unchanged version of said information. **Standard Form for Withdrawal:** Refers to astandardized cancellation form, as recommended by the Singapore Consumer Protection (Fair Trading) Act or equivalent legislation, to assist consumers in expressing their intent to withdraw from a particular agreement or purchase.

**Website:** Denotes the official digital platform of ShlenPower, accessible via <a href="https://www.shlenpower.com">www.shlenpower.com</a>, inclusive of its various subdomains, mobile applications, emails, the ShlenPower Web panel, and all other platformsthrough which Consumers may avail the Products.

### 1. Applicability:

These General Terms and Conditions elucidate the requisite terms and guiding principles which dictate every Agreement entered into by ShlenPower and the Consumer, concerning the utilization of the Products put forth by ShlenPower. Unless expressly and mutually settled upon in a documented format, ShlenPower categorically refutes the applicability of any terms and conditions put forth by the Consumer.

### 2. Execution of the Agreement:

The Consumer's engagement with the Products is predicated on the acknowledgment and acceptance of this Agreement. By registering and purchasing ShlenPower's products and services, the Consumer explicitly agrees to adhere to all terms and conditions set forth in this Agreement. This commitment encompasses any specific terms inherently associated with the particular Products the Consumer elects to procure.

#### 1. The Products

Shlenpower will provide the Consumer with the Products purchased on the Website, subject to the terms and conditions of this Agreement. Descriptions

of the Products are available on the Website. Shlenpower may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the Website.

Shlenpower is not responsible for the products and services provided by such third parties.

Shlenpower reserves the right to modify, enhance, or supplement the Products and/or these General Terms and Conditions at any time in its sole discretion, provided that those modifications do not materially and adversely affect the Consumer's rights or obligations under this Agreement.

### 2. Accounts and Registrations

To receive any Product, the Consumer must obtain an invitation to create an account or otherwise register on the Website. To access any Product, it is mandatory for Consumers to register by connecting their cryptocurrency wallet to the ShlenPower platform. Consumers have the discretion to choose their preferred cryptocurrency wallet for this purpose. It is important to note that any loss or compromise of the cryptocurrency wallet directly impacts the associated account with ShlenPower. The company bears no responsibility for any issues or losses arising due to circumstances attributable to the consumer's management of their cryptocurrency wallet. ShlenPower does not store, process, or access the details of the cryptocurrency wallet. All transactions are handled through the Tron network, our thirdparty secure payment processor. The integrity and security of the cryptocurrency wallet, and any transactions made through it, are the sole responsibility of the wallet owner. ShlenPower reserves the right to refuse, cancel, or block any registration or Product activation request at its sole discretion. This includes situations where accounts are deemed suspicious or where payment confirmations are not



received as per the transaction processes of the Tron network. The activation of any Product and continued access to ShlenPower's services are contingent upon successful transaction verification and compliance with our terms and conditions. ShlenPower's use of any personal registration information is governed by Shlenpower'sPrivacy Policy.

The login details are strictly personal and must not be disclosed to third parties.

Consumers are responsible for their login details, even if this is done without their knowledge. Consumers are obligated to promptly notify ShlenPower in the event they suspect that their account, accessed via their cryptocurrency wallet, has been compromised or if they detect any irregularities in account activity. It is imperative for Consumers to understand that in the case of a compromised cryptocurrency wallet, the security and integrity of their account on ShlenPower are also at risk.

Following a notification of suspected unauthorized access or irregularities, ShlenPower will take appropriate measures to secure the account. However, Consumers bear the primary responsibility for the security of their cryptocurrency wallet and any associated risks. If ShlenPower, at its sole discretion, finds grounds to deny a Consumer's request to create an account or decides to cancel an existing registration, the Consumer shall not be permitted to register or manage an account subsequently. This includes cases where account activities are found to be suspicious, non-compliant with our policies, or if there are issues with payment confirmations through the Tron network.

Consumers must acknowledge that ShlenPower's decision in these matters is final, and the company reserves the right to enforce these terms to maintain the integrity and security of its services.

### 3. Payment

The Consumer agrees to fulfill the payment of any Fees as listed on the ShlenPower Website for the selected Product. The completion of any Product purchase transaction is contingent upon the Consumer depositing the required amount into their account with ShlenPower, using their chosen cryptocurrency wallet. This deposit authorizes ShlenPower to acknowledge receipt of payment for all such Fees, including any related taxes corresponding to the selected Product.

The responsibility of depositing sufficient funds to cover the cost of the Product, including applicable taxes, lies solely with the Consumer. These transactions will either be one-time or recurring, aligning with the nature of the Product and the specified Subscription Period(s), granting the Consumer access to the Products for the duration agreed upon.

Unless explicitly indicated on the web pages pertaining to a specific Product, the billing for each Product will follow the pattern of either a one-time transaction or recurring intervals. These intervals will be measured from the day the requisite payment is successfully deposited by the Consumer, continuing in accordance with the selected Subscription Period(s), as applicable.

ShlenPower will process access to the Product upon confirmation of the received payment. In instances of payment failure due to insufficient funds or any discrepancies in the deposit process, ShlenPower reserves the right to withhold access to the Product until the financial obligations are satisfactorily met by the Consumer. If ShlenPower is unable to process the payment due to insufficient funds in the Consumer's ShlenPower account wallet, and the Consumer has not cancelled the Product, the Consumer



remains responsible for any uncollected amounts. It is the Consumer's responsibility to ensure that their ShlenPower account wallet is adequately funded to cover the cost of the Product.

In instances where the ShlenPower account wallet lacks sufficient funds, and the Consumer has not taken action to cancel the Product, the Consumer is expected to promptly deposit the necessary amount into their ShlenPower account wallet from their chosen cryptocurrency wallet. This action will enable ShlenPower to process the payment and maintain the Consumer's access to the Product.

ShlenPower will attempt to notify the Consumer of any insufficient funds in their account wallet and provide an opportunity to address the payment shortfall. If, however, the Consumer fails to fund their ShlenPower account wallet and resolve the payment issue by the applicable billing date, ShlenPower reserves the right to cancel access to the Product. This cancellation will be in effect until the Consumer rectifies the payment issue by ensuring the required funds are deposited into their ShlenPower account wallet for the transaction.

Certain Products may offer an upgrade or downgrade at any time using the Website or otherwise with the consent of Shlenpower and the Consumer shall pay any additional Fees or charges as described for such upgrade or downgrade. Certain Products may offer a trial for a reduced Fee prior to charging the full Fee on the Consumer's payment method. If the Consumer decides to cancel the Product before Shlenpower starts charging the full Feeon the Consumer's payment method, the Consumer can cancel the Product at least 24 hours before the trial ends. If the Consumer starts a trial and cancels the Product before the trial period ends, the

Consumer cannot reactivate the trial.

Any failure to pay the amounts due under this Agreement will be a material breach of the Costumer's obligations under these General Terms and Conditions. Without limiting any other remedies available to Shlenpower, the Consumer agrees to fully reimburse Shlenpower for any costs and expenses that Shlenpower may incur in connection with collecting or attempting to collect any such unpaid amounts.

Shlenpower may block and/or suspend the provision of or access to the Products if any Fees are unpaid or become overdue (whether in whole or in part). Shlenpower may at its sole discretion recommence or restore the provision of or access to the Products if any overdue invoice for Fees is paid.

Consumer shall pay the Fees by credit card, electronic funds transfer, direct debit, Cryptocurrency, or in any other manner agreed by Shlenpower. Unless otherwise stated, Fees are exclusive of VAT

Consumers must not deduct or set-off any money owed by Shlenpower or any money which the Consumer reasonably anticipates will become owed by Shlenpower from anymoney due to Shlenpower under these General Terms and Conditions.

The Consumer has the duty to inform Shlenpower promptly of possible inaccuracies in the payment details that were given or specified. Payment orders at the bank or giro institute are for the account and risk of the party giving (or authorizing) the payment order.

#### 4. Discounts

Any special offers, promotional deals, and money-off vouchers (hereinafter the "Discounts") shall only be valid during the period of validity and subject to the conditions of each offer. Discounts may not under any circumstance be converted into asum of money which is reimbursable or payable to the Consumer. Discounts shall be subtracted from the value of the Consumer's purchase



excluding VAT. Unless otherwise mentioned in a specific Discount offer, the Consumer shall be barred from using several Discounts cumulatively when purchasing Product.

### 5. Pricing Modifications

The prices of the products and/or services provided shall not be raised during the validity period given in the offer, except changes in price due to changes in VAT rates.

Notwithstanding the foregoing, Shlenpower may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the control of Shlenpower, at variable prices.

The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices. Price increases within 3 months after concluding the Agreement are permitted only if they are the result of new legislation. Price increases from 3months after concluding the Agreement are permitted only if Shlenpower Terms and Conditions has stipulated it and they are the result of legal regulations or stipulations, or the Consumerhas the authority to cancel the Agreement before the Day on which the price increase starts.

#### 6. Cancellation of Products

At any time after activation of a Product, the Consumer may cancel the Product through the payments/billing pages, or the relevant payment processor. In such case, the Consumer will continue to have access to the Product through the end of the applicable billing period.

Shlenpower reserves the right to cancel any individual Product immediately and without notice in the event that the Consumer breachesany provision of this Agreement or any other terms that apply to that Product.

Shlenpower may at any time, for any reason, alter, modify, deprecate or discontinue the

availability of any Products, including but not limited to any third party content, services or related API's, with or without notice to the Consumer and without liability to the Consumer or any third party.

No refunds will be available on account of any Product cancellation by either party and Shlenpower does not provide refunds or credits for any partial or remaining periods, except as expressly provided in the section entitled "Right of Withdrawal" below.

### 7. Right of Withdrawal

Under Singapore's Consumer Protection (Fair Trading) Act, the terms related to digital access rights and/or Digital Content, particularly when not delivered on a Sustainable Data Carrier, are subject to specific considerations. By purchasing any Product that grants Consumers digital access to an electronic environment and/or Digital Content not delivered on a Sustainable Data Carrier, Consumers in Singapore acknowledge and consent that:

Immediate Execution of Agreement: The Agreement for such digital products is executed immediately upon purchase, meaning the delivery of digital content begins as soon as the transaction is completed.

Waiver of Withdrawal Rights: In line with Singapore's consumer protection laws for digital content, Consumers agree that they waive their right to any 'cooling-off' period or withdrawal right upon purchase. This waiver is due to the immediate nature of digital content delivery and execution of the Agreement.

# No Statutory Refund for Change of Mind:

Consumers expressly understand that they are not entitled to a statutory refund for a change of mind once the purchase of the Digital Content has been made and the content has been accessed or downloaded.

**Commitment to Product Delivery**: ShlenPower is committed to delivering the 'dlicom token' following its specified locking period.

Consumers acknowledge that the delivery of this specific digital product will occur post the



locking period, in accordance with the agreed terms at the point of purchase.

Acknowledgment of Terms: By completing the purchase, Consumers affirm their understanding of these terms and their applicability under Singapore law. This acknowledgment is crucial for the access and use of the digital content provided by ShlenPower.

# 8. Sole and Exclusive Remedy

If Consumers are dissatisfied with any Productor any portions thereof, the Consumers' sole and exclusive remedy is to cancel their accountor the given Product according to this Agreement. No refunds are available except asstated under Right of Withdrawal.

Shlenpower licenses the Consumer to use the Products in accordance with these General Terms and Conditions. Other than the rights expressly granted to the Consumer in this Agreement, nothing contained herein shall beconstrued as granting to the Consumer or anyother party any rights, title, or interest in and to Shlenpower's Intellectual Property Rights. The Consumer shall not copy, hack, alter or disseminate the Products or Website in any way, nor allow any third party to do so.

#### 9. Disclaimer

The Consumer warrants that the Products meets the Consumer's needs. The Consumer uses the Products and the Website solely at its own risk. The Consumer acknowledges and agrees that Shlenpower is not licensed to provide financial advice or financial services. The Consumer warrants, states and represents that he/she has full knowledge of the effect of these General Terms and Conditions on his/her financial position and has obtained his/her own independent professional and financial advice from a duly qualified and licensed adviser separately to anyuse of the Products, or has decided not to do so, prior to entering into this

Agreement that Consumer shall use the Products hereunder freely and voluntarily without duress or pressure to do so from Shlenpower and shall not rely upon the Products as a substitute for specific financial or other advice. The Consumer hereby releases and discharges Shlenpower and its officers, employees, agents and assigns from and against any liability arising as a consequence of any advice provided in connection with the Products.

### 10. Representations and Warranties

If the Consumer needs any permit or other permission from a government agency or third party for the intended use of the Products, it is the Consumer's responsibility to obtain such permits or authorization.

Consumer guarantees Shlenpower that his/her has all permits and permissions required for the intended use of the Products by Consumer. In using or accessin gthe Products, the Consumer must comply with the end-user obligations contained in such third-party terms and conditions. The Consumer's use of the Products indicates her/his agreement to be bound to, and to only use the Products in accordance with the end-user obligations referenced therein.

The Consumer promises, represents and warrants that he/she will safeguard his/her account by not disclosing his/her cryptowallet seedphrase to any third party, and the Consumer will assume responsibility for any and all harm or liability attributable to him/her or any other person accessing his/her account or any Products with his/her cryptocurrency wallet seedphrase. The Consumer will not copy, sell, redistribute, license, sublicense, or otherwise transfer his/her account, or any materials provided to him/her in connection with the Products, to any third party without Shlenpower's written consent. The Consumer will comply with all federal laws and regulations governing his/her actions under this Agreement; and the Consumer has the full power and authority to enter into this Agreement and to perform his/her obligations hereunder.

Without limiting its other remedies,



Shlenpower may refuse or cancel the Consumer's account or Products at any time for any violation of the foregoing promises. Shlenpower will not be liable for any loss or damage the Consumer suffers because Shlenpower has exercised its rights under this clause. Shlenpower's rights and entitlements hereunder are in addition to the rights which Shlenpower may have at law or in equity.

## 11. General indemnity

To the fullest extent permitted by law, the Consumer agrees to indemnify, hold harmless, and (at Shlen Powe's request) defend Shlenpower and its officers, directors, shareholders, and representatives from and against any and all liability, damages, losses, costs, or expenses (including but not limited to reasonable attorneys' fees and expenses) incurred in connection with any claim related to (a) the Consumer's breach of any term, condition, representation, warranty, or covenant in this Agreement; (b) any unlawful, negligent, fraudulent or indictable act or omission of the Consumer or any of its officers, employees or agents; (c) the use or misuse of any Products by the Consumer; (d) the information the Consumer supplies to Shlenpower or makes available to any third party, including his/her registration data, except to the extent of any contributory negligence by Shlenpower. This obligation shall surviveany termination of your relationship with Shlenpower.

### 12. Limitation of liability

To the extent permitted by law, Shlenpower does not accept any liability for loss, theft, destruction, or improper use of the Products, unless this is the result of negligence on the part of Shlenpower.

Shlenpower cannot be held liable for loss of turnover, use, profit, expected profit, contracts, income, goodwill or expected savings; loss of details or of use of details; or consequential loss, extraordinary loss or indirect loss or other economic loss, including if it has been informed of thepossibility of such loss.

Without prejudice to the conditions of this Agreement, Shlenpower's liability towards the Consumer is limited to the amount of the total value of the Fees paid by the Consumer under these General Terms and Conditions up to the date the claim is made, and all damage or expense over and above such amount shall be the responsibility of the Consumer.

Nothing in this agreement serves to exclude or limit liability for death or personal injury due to willful and gross negligence or any other form ofliability that cannot legally be excluded or limited.

Shlenpower may decline any claim which does not comply with these General Terms and Conditions, or which is not covered by these General Terms and Conditions, in which case Shlenpower may give notice to the Consumer that the claim is declined, and the Consumer shall be responsible for Shlenpower's reasonable costs of receiving, processing, assessing, and declining the Consumer's claim. Shlenpower may invoice the Consumer any such costs incurred by it and the Consumer shall promptly pay the invoice within seven (7) days of the date of the invoice.

## 13. Force majeure

To the extent permitted by law, Shlenpower will not be liable for any loss (either direct or consequential loss) and will not be in default under these Terms and Conditions if it fails tocomply with any

### 14. Complaint procedures

For questions, complaints or comments the Consumer can contact Shlenpower by sendinga message to <a href="mailto:support@shlenpower.com">support@shlenpower.com</a>.

Shlenpower shall handle messages as soon as possible and will send a substantive reply withina



period of 14 working days calculated from the date of receipt. Should a message require a foreseeable longer time of handling, Shlenpower shall respond with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

### 15. Privacy and security

Shlenpower respects the privacy of the Consumer. Shlenpower treats and processes all personal data transmitted to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. The Consumer agrees to this processing. For the purpose of protecting the Consumer's personal data, Shlenpower observes appropriate securitymeasures. For more information about privacy, reference is made to the Privacy Policy on the Website.

## 16. Additional provisions

The rights the Consumer has under this Agreement are in addition to and do not affect the statutory rights and remedies the Consumerhas under applicable consumer protection law. In the event of conflict between this Agreement and applicable consumer protection law, the statutory rights under applicable consumer protection law shall prevail.

Subject to any written agreement to amend the terms hereof, these General Terms and Conditions constitute the sole and entire agreement between the Consumer and Shlenpower with respect to the Products. Any possible derogations in respect of these GeneralTerms and Conditions may be agreed upon only in writing. The administration of Shlenpower serves as proof of purchase orders and requests of the Consumer unless the Consumer proves otherwise. The Consumer acknowledges that electronic communication can serve as proof. No warranties, representations, guarantees or other terms or conditions of any kind not

contained and recorded in these General Terms and Conditions are of any force or effect.

Shlenpower may at its sole discretion transfer or assign the rights and obligations under this Agreement to any third party, without the Consumer's consent.

Shlenpower may also license or sub-contract all or any part of its rights and obligations without the Consumer's consent.

The Consumer shall not transfer or assign all or any part of its rights and obligations here under.

In case and to the extent that any provisions of these General Terms and Conditions are cancelled or declared invalid or unenforceable, that provision shall be severed from these General Terms and Conditions and the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired in any way. If any part of this Agreement is held to be unenforceable, Shlenpower shall draw up a new provision to replace the null/nullified provision, duly observing as much as possible the object and purpose of the annulled provision and the remainder of the Agreement will remain in full force.

The failure by Shlenpower to enforce any provision of these General Terms and Conditions shall not be treated as a waiverof that provision, nor shall it affect Shlenpower's right to subsequently enforce that provision.

Any party signing or executing or otherwise accepting these General Terms and Conditionson behalf of the Consumer as the Consumer's director, officer, attorney or representative hereby warrants, states, and represents in his or her personal capacity that he or she is duly authorised and permitted to do so by the Consumer and by law.



## 17. Governing Law and Jurisdiction

**Primary Governance:** Except when the presiding directives of Singapore's mandatory consumer laws necessitate otherwise, the entirety of these General Terms and Conditions, along with the Consumer's engagement with the Products, is subject to and interpreted in conformity with the laws of Singapore.

Jurisdiction: Any disputes, controversies, or claims arising from or in connection with these General Terms and Conditions or the Products shall be submitted to the competent courts situated in the district where Shlenpower Pte. Ltd. maintains its registered business operations in Singapore. This provision is designed to encourage the swift and effective resolution of any disputes in a jurisdiction familiar with Shlenpower's operations and the specifics of Singaporean law.

Flexibility of Legal Action: Without detracting from the aforementioned stipulations, it is emphasized that Shlenpower retains an unequivocal right to initiate legal proceedings in any court possessing competent jurisdiction. This right persists irrespective of the specifics set forth in these General Terms and Conditions or any supplementary agreement. Such latitude ensures Shlenpower's ability to adequately defend its interests and rights in diverse situations.

#### Amendments to the Agreement:

ShlenPower reserves the right, at its sole discretion, to modify, add, or delete portions of these General Terms and Conditions at any time without prior notification to Consumers or Users. Such amendments may include, but are not limited to, changes in pricing, product offerings, and service terms. It is the responsibility of the Consumer or User to review these General Terms and Conditions periodically for any updates or changes. Continued use of ShlenPower's services or access to its digital content following the

posting of any amendments to these Terms and Conditions will constitute acceptance of such amendments by the Consumer or User. If a Consumer or User does not agree to the amended terms, their sole recourse is to discontinue the use of ShlenPower's services and products.

ShlenPower endeavors to ensure that all changes to the Terms and Conditions are reasonable and in line with industry standards and applicable laws. Consumers and Users are encouraged to regularly check the Terms and Conditions to stay informed of their rights and responsibilities in relation to the use of ShlenPower's services.