

TERMS OF USE GOVERNING ELECTRONIC SERVICES

Welcome to the Social Impact Xchange website (the “**Website**”) and/or the Social Impact Xchange mobile device application (the “**App**”)(collectively, the “**Platform**”). The Platform is owned, maintained and/or operated by Social Impact Xchange Pte. Ltd. (“**SIX**”). References to “**the Company**”, “**we**”, “**us**” or “**our**” refers to SIX and/or the relevant related or associated entities.

Please read these Terms of Use carefully. Your use and access of the Platform and the Services are subject to a non-exclusive-non-transferable and limited license granted by us to you under these Terms of Use.

By accessing the Platform, registering for an account and/or using the Services, you expressly acknowledge and represent that you have carefully read, understood and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, **YOU SHOULD IMMEDIATE STOP** your access and/or use this Platform or the Services.

The Terms of Use provides you with information on the general do’s and don’ts on the access and use of the Platform. If you apply for, use and/or accept our services on the Platform, your business and/or you will be subject to separate terms and conditions that will be provided to you upon application and for acceptance on the Website and/or App, in addition to these Terms of Use, which are deemed to be incorporated by reference.

- a. For all agencies and beneficiaries who sign up on the SIX Platform and/or use its services, the SIX User Terms and Conditions (available on <https://www.sixtech.org>) shall apply.
- b. For merchants who agree to onboard the SIX Platform, the respective SIX Marketplace Agreement or equivalent of a Vendor Agreement shall apply.

Access to and use of password protected and/or secure areas of the Platform and/or use of the Services are restricted to users with registered accounts only. You may not obtain or attempt to obtain unauthorised access to such parts of this Platform and/or services, or to any other protected information, through any means not intentionally made available by us for your specific use. A breach of this provision may be an offence under the Computer Misuse Act (Cap. 50A) of Singapore.

1. DEFINITIONS & INTERPRETATION

Unless otherwise defined, the definitions and provisions in respect of interpretation set out in below will apply to these Terms of Use.

Any reference in these Terms of Use to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. In the Agreement, whenever the words “include”, “includes” or “including” are used, they will be deemed to be followed by the words “without limitation”. Unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well as all references to a number of months means calendar months. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use. In the event of a conflict or inconsistency between any two or more provisions under these Terms of Use, whether such provisions are contained in the same or different documents, such conflict or inconsistency shall be resolved in favour of the Company and the provision which is more favourable to the Company shall prevail.

- 1.1 “Intellectual Property” means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar, corresponding, neighbouring and/or related proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- 1.2 “Losses” means all penalties, losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), charges, expenses, actions, proceedings, claims, demands, and other liabilities, whether foreseeable or not.
- 1.3 “Materials” means, collectively, all web pages, information and content on the Platform, including the information, images, links, sounds, graphics, video, software, applications, articles, reports, projections, analysis and other such content displayed or made available on the Platform and the functionalities or services provided on the Platform.
- 1.4 “Password” refers to the valid password that a User who has an account with us may use in conjunction with the Username to access the relevant Platform and/or Services.
- 1.5 “Personal Data” means data, whether true or not, that can be used to identify, contact or locate you, which may include your name, e-mail address, phone number, credit and financial information. “Personal Data” shall be deemed to include any data that you have provided to us, regardless of whether you have registered an account on our Platform. You should review our Privacy Policy to understand how we may collect, use and/or disclose your personal data, whether with or without your consent. Further information found in our **Privacy Policy Agreement**.
- 1.6 “Platform” means (a) both the web and mobile versions of the website operated and/or owned by the Company which is presently located at the following URL: <https://www.sixtech.org>; and (b) the mobile applications made available from time to time by the Company, including the iOS and Android versions of “SIX”.
- 1.7 “Privacy Policy” means the data protection and privacy policy set out at <https://www.sixtech.org/PrivacyPolicy>. **Privacy Policy Agreement**.
- 1.8 “Product” means any product offered on the SIX platform, in collaboration with our solution partners and marketplace vendors.
- 1.9 “Prohibited Material” means any information, graphics, photographs, data and/or any other material that:
- (a) contains any computer virus or other invasive or damaging code, program or macro;
 - (b) infringes any SIX and/or third-party Intellectual Property and/or any other proprietary rights;
 - (c) is defamatory, libellous, or threatening;
 - (d) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful, or otherwise illegal under the applicable law (including without limitation the provisions of the Singapore Broadcasting Authority (Class Licence) Notification 1996); and/or
 - (e) is or may be construed as offensive and/or otherwise objectionable, in our sole opinion.
- 1.10 “Services” means services, information and functions made available by SIX and in collaboration with our partners and marketplace vendors to you on the Platform.
- 1.11 “Terms of Use” means the recitals, these Clauses and any Schedules to these terms and conditions governing the your use of the Platform and/or Services and are set out at <https://www.sixtech.org/TermsOfUse>.

- 1.12 “Trademarks” means the trademarks, service marks, trade names and logos used and displayed on the Platform.
- 1.13 “User” means any individual who has successfully registered an account on the Platform with the Company. This may be, without limitation:
- (i) An individual who wishes to be registered with an IPC-registered agency;
 - (ii) A beneficiary registered with an IPC-registered agency;
 - (iii) An authorised employee or volunteer of a IPC-registered agency;
 - (iv) An authorised employee of a merchant who has entered into a Marketplace Vendor Agreement with us;
 - (v) An individual who wishes to make a donation to a charity; or
 - (vi) An authorised employee of the Company.
- 1.14 “Username” refers to the unique login identification name, code or email address which identifies a User who has an account with us.

2. GENERAL USE OF SERVICES AND/OR ACCESS OF PLATFORM

2.1 Guidelines to the use of Platform and/or Services: You agree to comply with any and all the guidelines, notices, operating policies, and instructions pertaining to the use of the Services and/or access to the Platform, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating policies, and instructions at any time without reference to you, including any term or condition under these Terms of Use, including to take into account future developments such as changes in industry trends, user behavioural preferences and/or any changes in legal and/or regulatory requirements. You are deemed to be aware of and bound by any changes to the foregoing immediately upon their publication on the Platform.

2.2 General terms of use: You agree:

(a) to access and/or use the Platform or the Services and to apply for and/or accept the Products only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services or the Products in good faith; and

(b) to ensure that any information or data you provide to the Platform in connection with the Services and/or the application of the Products is correct, current and complete, and is at all times not false, misleading or deceptive in any respect, including any omission that affects or is likely to affect the meaning or significance of such information or data provided. You agree to take sole responsibility for such information and data.

We reserve the right to cancel or reject any use of the Services or offering the Products at our sole discretion, including without limitation, where it deems that any transaction is fraudulent or suspects that it is fraudulent and to recover any Losses incurred from you.

2.3 Restrictions: Use of the Services and application for the Products is limited to authorised Clients that are of legal age, who have the legal capacity, and have the requisite authority to enter into and form contracts.

2.4 Restricted activities: You represent, agree and undertake NOT to:

(a) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;

(b) use the Platform, Services or apply for, accept and/or consume the Products for illegal purposes;

(c) attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform or Services;

(d) post, promote or transmit through the Platform or Services any Prohibited Materials;

(e) interfere with another User's utilization and enjoyment of the Platform or Services;

(f) use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Platform's data or damage or interfere with the operation of another user's computer or mobile device or the Platform or Services; and

(g) use the Platform or Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.

2.5 Availability of Platform, Services and/or Products: We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform, Services or any Product, including for system and/or server maintenance, upgrading, or bug fixes. We may further deny or restrict access to the Platform to any particular person, block access from a particular Internet Protocol address to the Platform or suspend, cancel or delete your account, at any time, without ascribing any reasons whatsoever. We shall not be liable if any such upgrade, modification, suspension, removal, denial or restriction prevents you from accessing the Platform or any part of the Services or applying for any of the Products.

2.6 Right, but not obligation, to monitor content: We reserve the right, but shall not be obliged to:

(a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of the Terms of Use contained herein and may take any action it deems appropriate;

(b) prevent or restrict access of any User to the Platform and/or the Services;

(c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities, and to co-operate with such authorities; and/or

(d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

- 2.7 Privacy Policy: By accessing the Platform, using the Services or applying for the Products, you are deemed to consent to our collection, use and disclosure of your Personal Data in accordance with our **Privacy Policy Agreement**.
- 2.8 Additional terms: In addition to these Terms of Use, the utilisation of our vouchers to redeem products and/or services from our merchants partners may be subject to additional terms and conditions, which will apply in full force and effect.

3. USE OF SERVICES

- 3.1 Application of this Clause: In addition to all other terms and conditions of these Terms of Use, the provisions in this Clause 3 are the additional specific terms and conditions governing your use of the Services.
- 3.2 For Third Party Merchant Partners and Vendors:
- (a) We may collaborate with you through co-branding, or strategic partnerships or joint promotions (“**Third Party Vendor**”), and allow you to offer you products or services on our platform, under a non-transferrable, non-exclusive, non-sublicensable right to access and use the Platform (the “**License**”).
 - (b) You understand and agree that any applicable Terms and Conditions applicable to your offered products and services, shall be a separate, distinct and independent agreement entered into directly and only between you as the Third Party Vendor, and other users on our Platform.
 - (c) These Terms of Use do not govern any disputes you may have with other users in the course of marketing or offering any of your products and/or services on the Platform.
- 3.3 For Charities and their employees, volunteers, and Social Workers:
- (a) Any charity who wish to be registered on our Platform must submit a copy of their IPC licence, 2-years activity and fund disbursement plan, and nominate a designated account administrator.
 - (b) The account administrator may further create sub-accounts for the charity’s employees, volunteers, and social workers.
 - (c) The charity understands and accepts that while the Platform provides a medium for awareness, it shall not be deemed to be a fund-raiser. Nonetheless, the charity undertakes, warrants and guarantees that:
 - a. any and all information provided on the Platform is accurate and not misleading;
 - b. Shall include the name of the charity, intended use of funds raised (includes the cause and/or beneficiaries) and whether any commercial fund-raiser has been engaged in soliciting the donation (including professional campaign managers);
 - c. Information relating to donors is kept strictly confidential, and shall not be given to any other person without the consent of the donor
 - d. Where fund-raising is done by commercial fund-raisers or commercial participators, all solicitation and publicity material must be accompanied by a written statement with the additional information:

- Proportion of total proceeds that will go to charitable causes;
- Breakdown of proceeds to each charity (if funds are raised for more than one charity);
- Name of the commercial fund-raiser or commercial participator, and its status as a commercial entity; and
- How the fund-raiser or participator's remuneration is calculated.

(d) We may collaborate with other third party vendors through co-branding, or strategic partnerships or joint promotions, allow the third party vendor to offer its products or services ("**Third Party Vendor**") to our Clients, under a non-transferrable, non-exclusive, non-sublicensable right to access and use our platform (the "**License**").

(e) By utilising the License, you hereby agree to the Third Party Vendor's terms and conditions, which for the avoidance of doubt shall be an agreement entered into directly and only between the third Party Vendor and you.

(f) These Terms of Use do not govern any disputes you may have with the Third Party Vendor in the course of marketing or offering any of the Third Party Vendor's products and/or services on the Platform.

3.4 For Beneficiaries:

3.5 For Donors:

- (a) A minimum denomination shall apply to each donation, which shall be in Singapore dollars.
- (b) Once payment is received and processed by the Platform, it shall not be refundable, and cannot be assigned to another charity.
- (c) We do not warrant that donations will be used for any particular purpose and shall not be responsible for any misuse or non-use of the funds by charities. After donations are made on our Platform, all further dealings are solely between you and the charity. You should therefore direct any queries you may have on the use of donations to the relevant charity.

4. DIGITAL ACCOUNTS

4.1 Username/Password: Certain Services that may be made available on the Platform may require creation of an account with us or for you to provide your Personal Data via SingPass login and MyInfo sign-up.

4.2 Purported use/access: You agree and acknowledge that any use of the Services and/or any access to the Platform and any information, data or communications referable to your Username and Password shall be deemed to be, as the case may be:

- (a) access to the relevant Platform and/or use of the Services by you; or
- (b) information, data, or communications posted, transmitted, and validly issued by you.

- 4.3 You agree to be bound by any access of the Platform and/or use of any Services (whether such access or use are authorised by you or not) and you agree that we shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you. You further agree and acknowledge that you shall be bound by and agree to fully indemnify us against any and all Losses attributable to any use of any Services and/ or access to the Platform and/or application for and acceptance of any Product referable to your account.
- 4.4 **You understand that any quantum of monies reflected on the Platform shall mean the available credit to be assigned, exchanged for or consumed as merchant/SIX issued e-vouchers and shall not constitute an “account”, “e-money” or “digital payment token” under the Payment Services Act 2019.**

5. INTELLECTUAL PROPERTY

- 5.1 Ownership: All rights, title and interest in the Intellectual Property in and to the Platform including the information as well as any software programs available on or through the Website & Platform and the Materials are owned by, licensed to or controlled by us, our affiliates, licensors, our service providers or merchant partners. We reserve the right to enforce our Intellectual Property rights to the fullest extent of the law.
- 5.2 Restricted Use: No part or parts of the Platform, or any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred, or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. Permission will only be granted to you to use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials. Modification of any of the Contents or use of the Contents for any other purpose will be a violation of our copyright and other intellectual property rights owned by us, our related entities, partners or vendors. Graphics and images on the Platform are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of the respective copyright owners.
- 5.3 Trademarks: The Trademarks are registered and unregistered trademarks of us our related entities, partners or vendors. Nothing on the Platform and in these Terms of Use shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) any Trademarks displayed on the Services, without our written permission or from the applicable trademark owner.

6. CONTENT

- 6.1 The Platform may contain third-party Materials, content, services, data or information and we do not endorse or accept any responsibility for the content of such third-party content, services, data or information. You are advised to conduct your own due diligence and if necessary, consult your own professional advisors.

- 6.2 This Platform may contain links, plug-ins, e-widgets or other connections or produce search results that reference links to third party websites ("Linked Site"). The inclusion of any Linked Site is not, and shall not be construed to imply, an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information, material, products, or services contained in or accessible through any Linked Site. We have no control over these Linked Sites or their content and do not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. In no event shall we be responsible for the information contained on any Linked Site or your use of or inability to use any Linked Site. Access and use of Linked Sites, including the information, material, products, and services on Linked Site or available through any Linked Site, is solely at your own risk. We do not warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. Your access and use of the Linked Sites are governed by the terms of use and privacy policies of the respective Linked Sites, and you are encouraged to carefully review all such terms and policies.
- 6.3 Save as otherwise explicitly stated, all contents provided on this Website are not advertisements and does not constitute or form part of any offer or solicitation for donations. The contents on the Platform, including any data and/or commentary are strictly for information, illustration, reference only. We do not warrant the accuracy, adequacy or completeness of the information herein and expressly disclaims liability for any errors or omissions. We reserve the right to make changes and corrections to the information, including any opinions or forecasts expressed herein at any time, without notice. No reliance may be placed for any purpose on the information and opinions contained on the Platform or their accuracy or completeness.

7. WARRANTIES

- 7.1 "AS IS" BASIS: THE USE OF THE PLATFORM, ITS SERVICES AND APPLYING AND ACCEPTING THE PRODUCTS IS AT YOUR OWN RISK. ANY AND ALL SERVICES, PRODUCTS, AND MATERIALS ON THIS WEBSITE ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS AND WE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH CONTENT, SERVICES, DATA OR INFORMATION.
- 7.2 You represent and warrant that you understand the risks associated with using the Platform, the Services provided and the Products offered therein. The Platform is not directed or intended for any person who is a citizen, or resident of or located in any jurisdiction where the use of the Platform, the Services provided therein or applying for the Products would be unlawful or contrary to applicable laws and regulation. At the time of publication of these Terms of Use, the Platform, the Services and Products shall only be applicable and available in:
- Singapore.
- 7.3 You agree not to take any action that might compromise the security of the Platform, render the Platform inaccessible to others or otherwise cause damage to the Platform or the content contained therein.

- 7.4 You represent and warrant that all the information or data you provide to the Platform in connection with the Services and/or the application of the Products is correct, current and complete.

8. DISCLAIMERS

- 8.1 We make no express or implied warranties, guarantees, representations or endorsements whatsoever with respect to the Platform and the Materials contained therein, the Services provided and the Products offered.
- 8.2 We expressly disclaim all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the Platform and the Materials contained therein, the Services provided and the Products offered.
- 8.3 We do not warrant that the Platform is free of errors or viruses, worms or "Trojan horses" or any other harmful, invasive or corrupted files on the internet, and is not liable for any damage you may suffer as a result of such destructive features. We also makes no warranty in respect of the security, reliability or continued and/or uninterrupted availability of the Platform, the Services provided and the Products offered functions or services on this Website and assumes no liability for any delay or inability for you to access the Platform or any part of the Services or applying for any of the Products.
- 8.4 We do not make any express or implied warranties of any kind regarding the content, information and data contained in the Materials on the Platform therein, including, without limitation, any warranty of merchantability or fitness for a particular purpose or use; and shall not be liable for any errors, incompleteness, interruption or delay in action taken in reliance therefrom or for any damages resulting therefrom.
- 8.5 To the fullest extent permitted by law in no event will we, our shareholders, directors, employees, officers, agents, affiliates, associates, subsidiaries and related entities be liable to any party or person for any damages or costs, including without limitation any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms of Use or your use of the Platform or any Service contained therein. You hereby agree to indemnify us, our shareholders, directors, employees, officers, agents, affiliates, associates, subsidiaries and related entities against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by us, our shareholders, directors, employees, officers, agents, affiliates, associates, subsidiaries and related entities.
- 8.6 Materials on this Website may also be based on, or derived from, information provided by industry sources or third parties. Neither us and/or our related entities, can guarantee the accuracy of such information; and has not independently verified such information.
- 8.7 The Services and Materials including any content, information and data made available on the Platform including facts, views, advice, analyses, opinions and recommendations of individuals and organisations are for general reference and information purposes only. Any facts, views, advice, analyses, opinions and recommendations expressed or made available by any individual or organisation are those of the respective author(s). We

and/or our related entities cannot and do not endorse, and cannot be responsible for such facts, views, advice, analyses, opinions and recommendations expressed, nor does the inclusion of a link to other web site(s) or resources imply any form of endorsement by the us and/or our related entities.

9. YOUR SUBMISSIONS AND INFORMATION

- 9.1 Submissions by you: You grant us a non-exclusive licence to use the materials or information that you submit to the Platform and/or provide to us, including but not limited to questions, reviews, comments, and suggestions (collectively, “**Submissions**”). When you post comments or reviews to the Platform, you also grant us the right to use the name that you submit or your Username in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, publish, remove, or edit your Submissions.
- 9.2 Consent to receive e-mails: You consent to and authorise the use by us of any information provided by you (including Personal Data) for the purposes of sending informational and promotional e-mails to you. Your agreement to the provisions of this Clause 10.2 shall constitute your consent for the purpose of the provisions of any spam control laws (whether in Singapore or elsewhere). You may subsequently opt out of receiving promotional e-mails by clicking on the appropriate hyperlink in any promotional e-mail.
- 9.3 Privacy Policy: You acknowledge that you have read and agree to the Privacy Policy (available at <https://www.sixtech.org/Privacy> Policy) and consent to our collection, use and disclosure of your Personal Data.

10. TERMINATION

- 10.1 Termination by us: In our sole and absolute discretion, we may with immediate effect without providing any notice nor reason whatsoever, terminate your use of the Platform and/or Services and/or disable your account. We may bar access to the Platform and/or Services (or any part thereof) for any reason whatsoever, including a breach of any of these Terms of Use or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the services relating to the Platform.
- 10.2 Termination by you: You may terminate these Terms of Use by giving twenty-one days’ notice in writing to us. Please note that termination of these Terms of Use may result in us not being in a position to continue providing our Services or Products to you and/or your business. In such circumstances, should there be outstanding Products, the said Products may become immediately forfeited.

11. NOTICES

- 11.1 Notices from us: All notices or other communications given to you if:
- (a) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or
 - (b) sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left.

- 11.2 Notices from you: You may only give notice to us in writing sent to our designated address or e-mail address, and we shall be deemed to have received such notice only upon receipt. While we endeavour to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed.

12. GENERAL

- 12.1 Cumulative Rights and Remedies: Unless otherwise provided under these Terms of Use, the provisions of these Terms of Use and our rights and remedies under these Terms of Use are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these Terms of Use, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms of Use or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.
- 12.2 No Waiver: Our failure to exercise or enforce these Terms of Use shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms of Use. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use. A waiver of any right under these Terms of Use shall only be valid if in writing and signed by us.
- 12.3 Severability: If at any time any provision of these Terms of Use shall be or shall become illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid, or unenforceable provision was severed from these Terms of Use.
- 12.4 Rights of Third Parties: A person or entity who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any similar legislation in any jurisdiction to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Terms of Use.
- 12.5 Governing law and jurisdiction: Use of the Platform and/or the Services and these Terms of Use shall be governed by and construed in accordance with Singapore law and you hereby submit to the exclusive jurisdiction of the Singapore courts.
- 12.6 Injunctive relief: We may seek immediate injunctive relief if we make a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.
- 12.7 Time-Bar: You agree that any cause of action arising out of or related to the website must commence within one (1) year after the cause of action accrues, thereafter such cause of action shall be permanently time-barred. This shall not be applicable to any recovery for loss, damages or injunctive relief out of your breach of these Terms of Use.
- 12.8 Language: In the event that these Terms of Use is executed or translated in any language other than English (“Other Language Version”), the English language version of these

Terms of Use shall govern and shall take precedence over the Other Language Version.

12.9 Entire Agreement: These Terms of Use shall constitute the entire agreement between you and us relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.

12.10 Binding and Conclusive: You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by us or our service providers relating to or in connection with the Platform and Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

12.11 Sub-contracting and Delegation: We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Platform and/or Services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.

12.12 Assignment: You may not assign your rights under these Terms of Use without our prior written consent. We may assign our rights under these Terms of Use to any third party.

12.13 Force Majeure: We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms of Use (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Platform's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

12.14 Territory: The Platform, Services and Products provided therein shall only be applicable to: (i) the territory of the Republic of Singapore.

Last revised: 18 Jan 2022

END OF DOCUMENT
