

SOFTWARE AS A SERVICE AGREEMENT

BETWEEN

RIMM SUSTAINABILITY PTE. LTD.

AND

DATED _____

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SOFTWARE AS A SERVICE AGREEMENT

THIS AGREEMENT is made on _____

BETWEEN:

- (1) **RIMM SUSTAINABILITY PTE. LTD.** (Company Registration No. 201731339Z), a company established in Singapore with its registered address at 4 SHENTON WAY #15-04 SGX CENTRE II SINGAPORE (068807) (the "**Service Provider**");

AND

- (2) _____ (Company Registration No. _____), a company established in _____ with its registered address at _____ (the "**Customer**"),

(collectively, the "**Parties**" and each, a "**Party**").

WHEREAS:

- (A) The Service Provider offers a Software-as-a-Service solutions to the Customer which allows users to, *inter alia*, gain insight, learn, measure, manage and report information relating to the sustainability of their business through assessments, reports, e-learning courses and other solutions ("**Services**").
- (B) The Service Provider agrees to provide the Services and the Customer agrees to subscribe to the Services on and subject to the terms set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1 Definitions

In this Agreement:

"**Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday in Singapore) when banks are open for banking business in Singapore.

"**Commencement Date**" shall refer to the date that this Agreement was entered into by both Parties.

"**Customer Data**" means any and all information (including any Customer Personal Data) that is provided by the Customer to Service Provider as part of the Customer's use of the Services and/or Platform.

"Customer IPR" has the meaning ascribed to it in Clause 5.3.

"Customer Personal Data" means all Personal Data controlled by the Customer and made available to Service Provider in connection with this Agreement.

"Deliverables" means any reports or documentation (as applicable) required to be generated, produced or delivered by Service Provider to Customer as part of the Services.

"EULA" means the end-user licence agreement in the form set out in **Schedule 1**.

"Fees" means the applicable fees payable for the Services as per the applicable Plan.

"Initial Term" means the term of subscription of 1 Year or such other period of time as may be notified to the Customer prior to it entering into this Agreement.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, all other rights in the nature of copyright, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Personal Data" shall have the same meaning ascribed to "personal data" in the PDPA.

"PDPA" means the Personal Data Protection Act 2012 of Singapore.

"Plan" means the service plan to which the Customer has subscribed to, whether an unpaid subscription plan or a paid subscription plan as the case may be.

"Platform" shall refer to the Platform found at <https://www.rimm.io/>.

"Service Provider Entities" means the Service Provider and its holding company(ies), subsidiaries, Affiliates, related companies, third party service providers engaged by the Service Provider for the provision of Services, directors, officers, employees, agents, representatives, partners, licensors, and suppliers (including all equipment and technology suppliers).

"Service Provider IPR" has the meaning ascribed to it in Clause 5.1.

"Software" means the Service Provider's software, and all updates, upgrades, releases, and versions thereof, including:

- (a) the source code and object code;
- (b) the OutSystems software and code; and

- (c) all other works or material recorded or embodied in the software, including the audio or visual content in any screen displays in the user interface.

"Surviving Provisions" means Clauses 1, 4.3, 5, 6, 9.3, 9.4, and Clauses 10 to 18.

1.2 Interpretation

- (a) Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- (b) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- (c) References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- (d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (e) A reference to writing or written includes fax and email.
- (f) Any words following the terms "including", "include", "in particular", "for example", or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- (g) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and a reference to a person includes a natural person, a corporation, or an unincorporated body (whether or not having a separate legal personality).
- (h) The expression "**Affiliate**" means with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under common Control with, such person. The expression "**Control**" (including its correlative meanings, "**Controlling**", "**Controlled by**" and "**under common Control with**") shall mean the power of a person to directly or indirectly secure (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another person or otherwise) that the affairs of such other person are conducted in accordance with his or its wishes.

2. THESE TERMS

By registering to use, clicking "I Agree" or words to that effect and/or logging into the Service Provider's Software and/or Platform through the Service Provider's website ("**Site**"), the Customer

accepts the terms of this Agreement, enters into a legally binding agreement with the Service Provider and agrees to be bound by such Agreement.

3. SERVICES AND SUPPORT

3.1 On and subject to the terms of this Agreement, the Service Provider will provide to the Customer the Services via its Platform according to the Plan, generate and provide the Customer with various Deliverables based on the Customer Data, and/or where possible, provide reasonable technical support.

3.2 Licence to use Services and Platform.

Subject to:

- (a) the Customer's payment of applicable Fees (where applicable); and
- (b) the Customer procuring that all of its representatives using the Platform are aware of and accept the terms and conditions of the EULA prior to using the Platform and/or the Services,

the Service Provider grants the Customer a personal, worldwide, non-assignable, non-transferrable, non-sublicensable, non-exclusive and revocable licence to access and use the Platform and the relevant features, including any Software or application as part of the Services being offered by the Service Provider. This licence may be suspended and/or terminated if the Customer does not comply with the terms herein or other additional terms or conditions imposed by the Service Provider from time to time.

3.3 From time to time the Service Provider may modify the Services by issuing updates and/or introduce new or remove features, functionality, applications or tools available in respect of the Services. Service Provider reserves the right to modify these terms and/or the Service at any time and such changes will be effective when posted on the Site. The Customer's continued use of the Service, the Platform and any of its features after the changes become effective indicates the Customer's agreement to the change. The Service Provider strongly advises Customers to review the Site and/or applicable terms and conditions on a regular basis.

4. CUSTOMER'S UNDERTAKINGS

4.1 In using the Services, Customer agrees that the Customer will comply at all times with:

- (a) the terms of this Agreement and the Service Provider's published terms and conditions (as the case may be), including such additional or modified terms and conditions as the Service Provider may from time to time notify the Customer; and
- (b) all laws regulating the use of the Services.

4.2 The Customer will not, directly or indirectly:

- (a) use the Services/Platform other than in accordance with this Agreement;

- (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or any underlying structure, ideas, know-how, or algorithms relevant to the Services, the Platform or any part of the Software;
- (c) modify, translate, or create derivative works based on the Services, the Platform or any part of the Software;
- (d) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to or use the Services, the Platform or any part of the Software for the benefit of a third party or permit any third party to use the Services or the Software;
- (e) use the Service or the Platform to store or transmit infringing, unsolicited marketing materials, libelous, or otherwise unlawful materials;
- (f) attempt to gain unauthorized access to the Service, the Platform, or related systems or networks;
- (g) use the Services or the Platform either directly or indirectly to support any activity that is illegal and/or unlawful; or
- (h) authorize any third party to do any of the above.

4.3 The Customer will indemnify and hold the Service Provider Entities harmless against any costs, expenses, losses, fines, damages, or liabilities (including legal fees on an as-incurred basis) that it incurs or suffers in connection with or as a result of claims, demands, costs or judgments against the Service Provider in relation to the Customer's:

- (a) breach of its obligations, representations and/or warranties under these terms;
- (b) unauthorized use, access and/or distribution of the Service;
- (c) infringement of its data privacy obligations under the PDPA;
- (d) provision of false, duplicate, incomplete, unauthorized, or misleading information or Customer Data;
- (e) violation of any Intellectual Property Rights or other rights of any third party; and
- (f) representatives' breach(es) of the relevant EULA.

5. **INTELLECTUAL PROPERTY**

5.1 Service Provider IPR. Service Provider will exclusively retain all of its rights, title and interest in and shall remain the sole owner of/licensee of (as the case may be); (i) the Service Provider's Software, together with other computer software programs, networks, content and equipment that it uses to make the Services available to its customers as an on-line free-to-use or subscription-based offering, including all derivative works thereof or improvements or enhancements thereto; (ii) all Deliverables owned, created or generated by Service Provider (subject to the grant of licence in Clause 5.2); (iii) all Intellectual Property Rights subsisting in the Services and the Platform including but not limited to the Service Provider's marks, logos, trade marks and trade names and (iv) all Intellectual Property Rights in and to the foregoing. Items in this Clause are collectively referred to as "**Service Provider IPR**". Service Provider grants no licences to Customer to use the Service Provider IPR except as expressly specified in, and subject to, this Agreement.

- 5.2** Deliverables. Subject to payment of all applicable Fees, the Service Provider grants to the Customer a non-exclusive, non-transferable limited licence, without right to sub-licence, to use those elements of the Service Provider IPR embodied in the Deliverables provided by the Service Provider under this Agreement solely for use in Customer's ordinary course of business.
- 5.3** Customer IPR. By submitting, posting or displaying its Customer Data on the Platform or disclosing the same to the Service Provider in the course of the Customer's use of the Services, the Customer grants to Service Provider an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use, process, copy, reproduce, adapt, modify, publish, transmit, display, distribute, create, collect, analyse and use the Customer Data for the Permitted Uses.
- 5.4** For the purposes of Clause 5.3 above, "**Permitted Uses**" shall refer to use:
- (a) for the provision of the Services;
 - (b) to improve and enhance the Services;
 - (c) for development, diagnostic, analytical or remedial purposes;
 - (d) to licence the Customer Data to third party service providers to facilitate the provision of ancillary services to the Customer;
 - (e) for processing, aggregating, disclosing, reproducing, publishing and exploiting the Customer Data in aggregate form, unidentifiable form or otherwise for commercial use,
 - (f) to use the Customer's corporate name and/or logo in customer lists and related promotional materials describing the Customer as a customer of the Service Provider and/or for the purpose of acknowledging the Customer as a source of aggregated data or data in unidentifiable forms.

6. PERSONAL DATA PROTECTION

- 6.1 The Parties acknowledge that, to enable the provision of the Services, the Customer has disclosed or may disclose Customer Personal Data to the Service Provider.
- 6.2 Where the Customer discloses any Customer Personal Data to the Service Provider pursuant to this Agreement, the Customer represents and warrants that it has obtained the necessary licenses, permissions and/or consents of individuals for the Customer to collect his/her Personal Data and to disclose his/her Personal Data to the Service Provider, and for the Service Provider to collect, use and disclose his/her Personal Data for the purposes of this Agreement.
- 6.3 The Service Provider shall comply with all applicable laws regarding the security and processing of Customer Personal Data.

7. PAYMENT OF FEES

- 7.1 Where Fees are payable for the Services or the Customer's access to the Platform or certain features of the Platform (as the case may be) the Customer will pay the Fees in a timely manner.
- 7.2 Failure to pay any Fees for more than sixty (60) days after the due date will constitute a material breach of this Agreement referred to in Clause 8.3 below and the Service Provider may, without

liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Service Provider shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

- 7.3 If the Customer's use of the Services exceeds the level of services included in the Plan, the Customer will be billed for the additional usage and the Customer agrees to pay the additional fees in such manner as instructed by the Service Provider.
- 7.4 The Service Provider reserves the right to change the amount of the Fees or the manner for charging for the Services at the end of the Initial Term or the then-current Subscription Term.

8. DURATION AND TERMINATION

- 8.1 Subject to earlier termination as provided under Clause 8.2 and 8.3 below, this Agreement shall commence on the Commencement Date and shall continue for the Initial Term and shall be automatically renewed for additional periods of the same duration as the Initial Term (each a "**Renewal Period**"). The Initial Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".
- 8.2 Terminate without cause. Either Party may, without cause, terminate this Agreement upon two (2) months written notice of termination unless otherwise mutually agreed between Parties.
- 8.3 Termination for cause. Without affecting any other right or remedy available to it, the Service Provider may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than [sixty (60)] days after being notified in writing to make such payment or if the Customer commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 8.4 Consequences of termination. On date of termination of this agreement for any reason:
- (a) any EULA which has been entered into by the Customer's representatives and the Service Provider shall be terminated immediately;
 - (b) the Service Provider will immediately cease providing the Services and shall as soon as reasonably practicable, and at all times subject to the terms of this Agreement, deliver to Customer all completed Deliverables;
 - (c) Except where otherwise specified in this Agreement, all licenses granted in relation to this Agreement shall immediately end;
 - (d) Where the Customer is a paying customer, and where this Agreement is terminated by the Customer pursuant to Clause 8.2 above or by the Service Provider pursuant to Clause 8.3 above, Fees for the entire Subscription Term will not be pro-rated and will not be refunded and shall be considered accrued and due on the date of termination; and
 - (e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the

agreement which existed at or before the date of termination shall not be affected or prejudiced.

- 8.5 The Surviving Provisions, and such other Clauses which of their nature are intended to continue past the (expiry or) termination of this Agreement as regards each Party, shall survive the termination of this Agreement.

9. WARRANTY AND DISCLAIMER

- 9.1 Each Party warrants that:

- (a) it is properly constituted and incorporated as a limited company;
- (b) it has full power and authority to enter into this Agreement; and
- (c) there is no contractual obligation or any judgment, order, or decree by which such Party is bound that would prevent either Party from entering into this Agreement.

- 9.2 The Service Provider warrants that it will use reasonable efforts that are consistent with prevailing industry standards in providing the Services.

- 9.3 Except for the limited warranties set forth in this Agreement, the Software, Platform, Services and Deliverables are all provided "as is" and the Service Provider hereby disclaims all warranties, whether express, implied, statutory, or otherwise. The Service Provider specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice in relation to the same. The Service Provider makes no warranty of any kind that the Software, Platform, Services and Deliverables or results of the use thereof, will meet Customer's or any other person's requirements, operate without interruption and/or amendments from time to time, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, bug free or error free. Other than as specified in these terms, the Service Provider shall not be liable for the Customer's use of the Software, Platform, Services and/or Deliverables.

- 9.4 The Customer acknowledges that the Customer Data provided to the Service Provider which the Service Provider uses to generate and/or create any Deliverable are self-reported by the Customer, the Customer's clients and/or relevant third parties and the Service Provider has not verified and shall not verify the accuracy of such data. Accordingly, the Service Provider shall not be liable or responsible for any errors, inaccuracies or deficiencies in any Deliverables (including any reports generated by the Customer using the Services or by the Service Provider in accordance with this Agreement), including but not limited to (i) where such errors or inaccuracies have arisen as a direct or indirect result of, are caused by or attributable to the Customer providing wrong, incomplete or inaccurate Customer Data, information, instructions and/or data whilst using the Services and (ii) where the Deliverables are relied upon by the Customer but are not found to comply with any applicable rules and regulations for the particular purpose. The Customer assumes sole responsibility for the use of Deliverables obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such reliance

and/or use of the Deliverables and the Services. The Customer hereby indemnifies and holds the Service Provider Entities harmless against any costs, expenses, losses, fines, damages, or liabilities (including legal fees on an as-incurred basis) that it incurs or suffers in connection with any claims, demands, costs or judgments against the Service Provider Entities in relation to the use and/or reliance on the Deliverables for any purpose.

- 9.5 The Service Provider will use commercially reasonable efforts to respond to any problems about the Services detected by the Service Provider and/or reported by the Customer. The Service Provider, however, does not guarantee that all problems can be fixed within any specific timeframe.

10. LIMITATION OF LIABILITY

- 10.1 To the fullest extent permitted by law, the Service Provider Entities will not be liable or responsible for:
- (a) any bugs, error or interruption of use or for any inaccuracy or corruption of data, nor any cost of procurement of substitute goods, services, or technology;
 - (b) any indirect, special, incidental, punitive, exemplary, or consequential losses or damages;
 - (c) any loss of profit, business, or data and/or similar losses or loss or corruption of data or information; and/or
 - (d) any matters beyond the reasonable control of the Service Provider.
- 10.2 Notwithstanding anything contained herein to the contrary, the Service Provider Entities' total aggregate liabilities in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services and this Agreement to the Customer who has paid subscription Fees shall not in any event exceed the greater of (i) the Fees the Customer has paid to the Service Provider for the Services in the twelve (12) months prior to the act that gave rise to such liabilities whether or not the Service Provider has been advised of the possibility of such damages; or (ii) SGD 100. Where the Customer is a non-paying customer, the Service Provider shall not be liable to such Customer for damages of any kind related to Customer's use of the Service.
- 10.3 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Service Provider IPR.

11. THIRD PARTY SERVICE PROVIDERS

- 11.1 The Service Provider may display, include or make available third-party content or provide links to third-party websites or services (collectively, "**Third-Party Materials**") through the Services. The Customer acknowledges and agrees that:
- (a) the Service Provider may but shall have no obligation to monitor and review such Third-Party Materials, and shall not be responsible for such Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof;

- (b) the Service Provider does not guarantee the continued availability of such Third-Party Materials, and may cease displaying, including or making available such Third-Party Materials at any time at its sole discretion without any liability to the Customer;
- (c) the Service Provider does not assume and will not have any liability or responsibility to the Customer or any other person or entity for any Third-Party Materials accessed through the Services, which shall be entirely at the Customer's own risk; and
- (d) the Service Provider makes no representations or warranties whatsoever, and shall not be liable for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the Customer may incur arising out of or in relation to the Customer's use of Third-Party Materials, any transactions completed in or through the same, nor for any contract entered into by the Customer with any third party.

12. INDULGENCE, WAIVER, ETC.

No Party's failure to exercise, or delay in exercising, any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or any other right or remedy.

13. REMEDIES

Save as otherwise specifically provided herein, no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by either Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

14. AUTHORITY, INDEPENDENT CONTRACTORS

The Parties agree that in performing their obligations pursuant to this Agreement, they are in the position of independent contractors. Nothing in this Agreement shall constitute or be deemed to constitute any partnership, joint venture or fiduciary relationship between the Parties, or qualify or be deemed to qualify either Party as an agent of the other Party or any of its Affiliates, for any purpose whatsoever.

15. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision, and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

16. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart. Each counterpart may be executed by the Parties and shall be valid and effectual as if executed as an original. Signatures may be exchanged by facsimile transmission, electronic communication and/or electronic means. Each Party agrees to be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signature of the other Party.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any of its terms.

18. GOVERNING LAW AND RESOLUTION OF DISPUTES

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore. Any dispute, whether contractual or not, arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The arbitration tribunal shall consist of one (1) arbitrator(s) to be appointed by the President of the Court of Arbitration for the time being of the SIAC. The language of the arbitration shall be English. The arbitral award made and granted by the arbitration tribunal shall be final, binding and incontestable, may be enforced by a Party against the assets of the other Party/Parties wherever those assets are located or may be found and may be used as a basis for judgement thereon in Singapore or elsewhere.

EXECUTION

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date stated at the beginning of the document.

SERVICE PROVIDER: RIMM SUSTAINABILITY PTE. LTD.



Signed By: Ravi Chidambaram

SCHEDULE 1 | EULA

RIMM END USER LICENCE AGREEMENT

Updated: [28 January 2022]

1. Your Agreement

- 1.1 RIMM SUSTAINABILITY PTE. LTD. (Company Registration No. 201731339Z), a company incorporated in Singapore with its registered address at 4 SHENTON WAY #15-04 SGX CENTRE II SINGAPORE 068807 (“**RIMM**” or “**we**”), has developed and operates the RIMM Platform (“**Platform**”) which is a Software-as-a-Service solution which allows users to, *inter alia*, gain insight, learn, measure, manage and report information relating to the sustainability of their business through assessments, reports, e-learning courses and other solutions (“**Services**”).
- 1.2 This End-user Licence Agreement (“**EULA**” or “**Terms**”) forms a contract between you (“**User**” or “**you**”) and us and governs your access to and use of the Platform. The Platform includes the website available at <https://www.rimm.io/> (“**Web Portal**”), and the Services provided to you via the Platform.
- 1.3 For the avoidance of doubt, these Terms, which govern the use of and access to the Platform, applies to any user of the Platform, whether they are a paying user or a non-paying user.
- 1.4 Please read these Terms carefully and in its entirety. By using, visiting, accessing or registering to use, logging into the Platform, you acknowledge that you have read, understood, accept and hereby completely agree to be bound by these Terms and the policies referenced herein and/or available by hyperlink.
- 1.5 If you do not agree to be bound by these Terms or with any subsequent amendments, changes, or updates, you may not use our Platform or Services. If you use or continue to use our Platform or Services upon being notified of any amendments, changes, or updates, you will be bound by these Terms, as amended from time to time. Your only recourse in the case of your unwillingness to be bound by these Terms is to stop using our Platform and Services.
- 1.6 To the maximum extent permitted by Applicable Law, we reserve the right to unilaterally make amendments to these Terms from time to time at our sole discretion and without prior notice to you. You should check back on the Platform often to confirm that your copy and understanding of these Terms is current and correct. Your non-termination or continued use of the Platform and Services after the effective date of any amendments,

changes, or updates constitutes your acceptance of these Terms, as modified by such amendments, changes, or updates.

- 1.7 These Terms are effective upon the date of your electronic acceptance, or use, or visit, or access, or registration with the Platform, whichever is earlier ("**Effective Date**").

2. Definitions and Interpretation

2.1 Definitions

In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Account" means the account that a User opens with us for the usage of and access to our Platform and Services;

"Applicable Law" means, with respect to any person, any and all applicable constitutions, treaties, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction, whether in Singapore or elsewhere, as amended or modified from time to time, and to which such person is subject;

"User" means any natural person who has registered for, or has created, or has been assigned an Account on the Platform to use the Platform and the Services and who has agreed to be bound by these Terms, whether or not they are a paying or non-paying user.

"Confidential Information" means any and all non-public proprietary information labelled as "confidential" or which a reasonable person would regard as confidential information, including but not limited to, Personal Data, business plans, financial reports, quotations, price lists, customer lists and other customer information, and marketing plans;

"Content" includes without limitation, information, data, text, messages, writings, articles, responses, business profiles, photographs, videos, audio clips, software, scripts, graphics and interactive features generated, or other materials created, provided or otherwise made accessible, excluding any Personal Data;

"Intellectual Property Rights" includes all the worldwide rights, titles and interests including but not limited to copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in software, database rights, rights in Confidential Information (including know-how), patents, rights to

inventions, trade secrets, and all other intellectual property and similar rights which subsist or will subsist now or in the future in any part of the world;

“**PDPA**” means the Personal Data Protection Act 2012 of Singapore, as amended from time to time, and includes all subsidiary legislation and any guidelines issued or released by the Personal Data Protection Commission of Singapore;

“**Personal Data**” means any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time. Examples of such Personal Data include an individual’s name, NRIC, passport or other identification number, telephone number(s), residential address, email address and any other information relating to any individual;

“**Privacy Policy**” means our privacy policy located at [www.rimm.io];

“**Term**” means the duration of the agreement entered into between us and the User;

“**Third Party Service Provider(s)**” means any third party service provider which provides services which are necessary in order for us to operate the Platform and/or provide the Services and any third party service provider which we engage in relation to the storage and/or processing of Content and Personal Data;

“**Your Content**” means the Content that you choose to provide to us through any form including but not limited to web forms within the Platform, emails to us and in your conversations with any of our employees and/or agents, and any Content submitted to Third Party Service Providers that may be transmitted through us.

2.2 Interpretation

2.2.1 References to “**day**”, “**month**” or “**year**” is a reference to a day, month or year respectively in the Gregorian calendar.

2.2.2 References to a time is a reference to Singapore time.

2.2.3 The expression “**person**” means any individual, corporation, partnership, association, limited liability company, trust (including a business trust and a real estate investment trust), governmental or quasi-governmental authority or body or other entity or organisation (whether incorporated, incorporated, having separate legal personality, or otherwise).

2.2.4 Where the words “**include(s)**” or “**including**” are used in these Terms, they are deemed to have the words “without limitation” following them and “**otherwise**” shall not be construed as limited by words with which it is associated.

3. Usage of the Platform

- 3.1 Your employer (“**Organisation**”) has entered into a Service-as-a-Software Agreement with us for the provision of the Services. You are required to accept this agreement before you can access and use the Services. By accessing and/or using the Services, you are consenting to be bound by this EULA.
- 3.2 By clicking “Sign Up”, “Log In” or similar buttons, accessing, registering, using, or signing up to use the Platform or our Services in any way, you are entering into a legally binding agreement with us. For clarity, these Terms also apply to unregistered visitors of the Platform. By doing the above, you also agree that you have accepted our Privacy Policy, and other terms that may be displayed to you at the time you access the Platform or use our Services.
- 3.3 Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to use and access our Platform during the Term. Any other use of our Platform is expressly prohibited. We reserve the right to change, enhance, suspend or end any features or Services provided on the Platform in accordance with any terms and conditions relating to the use of the Platform.
- 3.4 We are not obliged to maintain, keep or provide a copy of any Content (even if provided by you), save as required under the relevant law and as provided for in our Privacy Policy. If you wish to be provided a copy of Your Content, and we are agreeable to providing such a copy, we will do so upon receiving consent from your Organisation. You also agree that we will not provide you with a copy of Content other than Your Content that can no longer be found on the Platform at the time of your request.

4. Registration and Account

- 4.1 You confirm that (i) you are more than 18 years old, (ii) you will only register an Account with us in your real name, (iii) you have not been restricted by us in using any of the Platform or our Services and (iv) you are otherwise fully able and competent to accept, abide and comply with these Terms.
- 4.2 You must first set up an Account with us to use the Platform and Services. We reserve the right to otherwise restrict access to the Platform at our sole discretion.
- 4.3 When registering to gain access to and use our Platform and Services, you agree to provide us with true, accurate, current and complete information and details and other information that we may reasonably require you to provide. We reserve the right to immediately suspend or terminate without notice to you any Account if we discover that any information provided or submitted to us is untrue, inaccurate or incomplete.

- 4.4 Your registration constitutes consent to us to use your Personal Data which you provide us in such registration, for the purposes set out in our Privacy Policy and for all uses ancillary thereto for which your consent may reasonably be implied.
- 4.5 Save that we will comply with all Applicable Law relating to data privacy (including the PDPA), nothing in these Terms shall be deemed to impute an obligation of confidentiality on us with respect to your registration information. If required by law (including a court order and a government or regulatory demand or requirement having the force of law), we will disclose such information, including but not limited to your registration information, as so ordered.
- 4.6 Each User is solely responsible for the management of their Account and password. Each User is solely responsible for restricting access to your computer(s) and maintaining the confidentiality and security of your Account, login details, passwords, and all activities that occur under that Account. You must notify us in writing immediately if you become aware of any unauthorised use of your Account or password. You agree that the Account will be used by you only and will not be shared with or transferred to others.
- 4.7 You are solely responsible for any activity on the Platform via your Account arising out of any failure to keep your password confidential and you may be held liable for any losses arising out of such a failure. We cannot and will not be liable for any loss or damage arising therefrom.
- 4.8 For security purposes, including the investigation of whether any User is using the Platform for fraud or other suspicious or unlawful activity, we have the right and sole discretion to immediately:
- 4.8.1 suspend your access to your Account;
 - 4.8.2 terminate your Account;
 - 4.8.3 restrict your access to the entire Platform or parts thereof;
 - 4.8.4 suspend the provision of our Services to you;
 - 4.8.5 report your activity to the relevant law enforcement authorities and provide evidence in support for such authorities to conduct their investigations; and/or
 - 4.8.6 take any action which we deem appropriate in the circumstances.

5. Users' Obligations

- 5.1 You warrant that:

- 5.1.1 you will comply with any and all rules, regulations and/or Applicable Laws and regulations governing the practice of law in your jurisdiction in connection with the use of the Services;
 - 5.1.2 you are legally employed by Organisation;
 - 5.1.3 you are responsible for all Content that you may submit or otherwise transmit via the Platform and you agree to indemnify, defend, hold harmless and undertake to keep us indemnified against any losses, damages, costs liabilities and expenses incurred or suffered by us arising out of or in relation to the Content you submit, post to or transmit through the Platform or any use/reliance on any report or deliverable we generate in relation to Your Content;
 - 5.1.4 Your Content will not infringe any third party rights;
 - 5.1.5 Your Content does not contain any Confidential Information and any use by us will not lead to a breach of confidence on our part, subject to the relevant data privacy laws within your Territory including but not limited to the PDPA;
 - 5.1.6 Your Content will not contain any material which is unauthorized, inaccurate, harmful, abusive, obscene, libellous, defamatory, threatening or otherwise illegal;
 - 5.1.7 you will not publish, distribute, send or upload any inappropriate, obscene sexually explicit, racist, sexist, defamatory, discriminatory, harassing, violent or offensive Content, whether illegal or not;
 - 5.1.8 Your Content will not contain any viruses, malware or harmful or malicious code which could damage or adversely affect the performance of the Services, Platform or any device accessing such Content;
 - 5.1.9 you undertake to keep us, and our affiliates, officers, agents, partners, and employees indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of your breach of any of the warranties and/or Terms or any alleged negligence, wilful misconduct.
- 5.2 You agree not to:
- 5.2.1 use the Platform or Services other than as authorised and in accordance with these Terms;

- 5.2.2 copy our Content or use the Services for any other purpose save for the specific purpose (Insert specific purpose, if any);
- 5.2.3 copy or use our Content in connection with a service deemed competitive by us;
- 5.2.4 copy, modify, translate or create derivative works of our Content and/or Services or any part thereof;
- 5.2.5 send spam or other unwelcomed communications to others, or act in an unlawful, defamatory, libellous, abusive, discriminatory or otherwise objectionable manner as determined by us, through the use of our Services;
- 5.2.6 both during and after the Term, disparage the Platform, or its employees, products, business or any affiliates;
- 5.2.7 use any device, software, routine or use the Services in any way that interferes with any application, function, or use of the Services, that is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication, including but not limited to our security mechanisms of the Platform;
- 5.2.8 sell, sublicense, time-share, or otherwise share the Services with any third party;
- 5.2.9 Reformat, frame or mirror the Services;
- 5.2.10 decompile, disassemble or reverse-engineer the underlying software or application that is part of the Services or otherwise attempt to derive its source code;
- 5.2.11 disclose information that you do not have the right to disclose (for example, your customer's Confidential Information);
- 5.2.12 use the Services either directly or indirectly to support any activity that is illegal, fraudulent, abusive and/or amoral including but not limited to violating our Intellectual Property Rights or that of others;
- 5.2.13 use the Services in such a way or attempt to commercially exploit any part of the Services without our permission, including without limitation modify any of the Service's Content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;
- 5.2.14 access and/or use the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; and
- 5.2.15 authorize any third parties to do any of the above.

6. Intellectual Property Rights

- 6.1 We own all Intellectual Property Rights, except those pertaining to Your Content. These Terms do not convey any proprietary interest in or to our Intellectual Property Rights. You can only use our intellectual property for the specific purpose of using the Platform and/or obtaining the Services provided by us.
- 6.2 You must ensure that all Content provided is timely, true, complete, current and accurate and complies with the relevant laws and/or regulations of the relevant jurisdictions.
- 6.3 You undertake to keep us and our affiliates, officers, agents, partners, and employees indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of Your Content you provide or submit to or transmit through the Services, or your violation of any rights of another as a result of the provision, submission or transmission of Your Content through the Services.
- 6.4 You are solely responsible for and assume all risks for any Content posted or supplied by you to the Platform and you agree that we have no control over the Content and its veracity. Save for Personal Data required from you for purposes of the registration of the Account, you must ensure that all Content provided by you does not contain any information that personally identifies third parties without their consent and complies with the relevant data privacy laws of the relevant territories including but not limited to the PDPA. User may be liable for fees or expenses incurred by us for scrubbing such information of third parties, cost as incurred.
- 6.5 When you provide, submit or transmit Your Content to us for the purpose of it being used on the Platform or via the Services, including messages and sharing of information with other third parties (including Third Party Service Providers and the Organisation) through the Services, you grant us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use, process, copy, reproduce, adapt, modify, publish, transmit, display, distribute, create, collect, analyse and use the Your Content for the Permitted Uses. **"Permitted Uses"** shall refer to use:
 - 6.5.1 for the provision of any Services;
 - 6.5.2 to improve and enhance the Services;
 - 6.5.3 for development, diagnostic, analytical or remedial purposes;

- 6.5.4 to licence Your Content to Third Party Service Providers to facilitate the provision of ancillary services to you;
 - 6.5.5 for the processing, aggregating, disclosing, reproduction, publishing and exploitation of Your Content solely in aggregate or unidentifiable form for commercial use,
 - 6.5.6 to use your Organisation's corporate name and/or logo in customer lists and related promotional materials describing your Organisation as our customer and/or for the purpose of acknowledging your Organisation as a source of aggregated data or data in unidentifiable forms.
- 6.6 All Content transmitted through the Services is the sole responsibility of the person from whom such Content originated. We do not verify the veracity of, nor do we validate or endorse any Content posted or supplied by you or any third party provided to us. We assume no responsibility for the content of websites linked on the Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 6.7 You acknowledge you are solely responsible for evaluating all risks associated with the access, use, accuracy, usefulness, completeness, appropriateness or legality of any Content conveyed through the Services.
- 6.8 If you dispute any Content or feel that the Content is false, intentionally misleading, defamatory or offensive, you may communicate directly with us for the purposes of verifying the Content or taking down the Content from the Platform. We can be contacted at info@rimm.com.
- 6.9 We reserve the right to, but do not have any obligation to, remove any Content from the Platform at any time, and for any reason, without notice.
- 6.10 You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including without limitation about how to improve the Platform (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, non-exclusive, worldwide licence under all rights necessary for us to incorporate and use your Feedback for any purpose.
- 6.11 You acknowledge that as a result of using the Services, you may from time to time, gain access to Confidential Information. You agree to hold any and all Confidential Information you obtain as a result of using the Services in confidence and, unless required by law, not to

make the Confidential Information available to any third party or to use or exploit the Confidential Information for any purpose other than in accordance with these Terms.

- 6.12 You warrant that you will protect Confidential Information from unauthorised use, access, or disclosure by third parties and apply the same security measures and degree of care to the Confidential Information as you would use to protect your own confidential and proprietary information of a similar nature.
- 6.13 Your obligations in this Clause 6 shall remain in effect and shall survive termination of these Terms, except to the extent that (a) such Confidential Information becomes generally available to the public other than as a result of unauthorised disclosure by you, (b) such Confidential Information has been released by us or such other relevant disclosing party to another person or entity without restriction or (c) such Confidential Information is required to be released by law, pursuant to an order of court, provided that you notify us in writing as soon as reasonably possible.

7. Service and Access

- 7.1 Although we will try to provide continuous access to the Platform and Service on a best-efforts basis, we cannot and do not guarantee that the Platform and Service will be available 100% of the time or that some features on the Platform/Service may be removed from time to time, and we will not be liable in the event the Platform or Service are unavailable. Actual service or network performance is dependent on a variety of factors outside of our control. We may also perform maintenance of the Platform from time to time.
- 7.2 Notwithstanding the foregoing, we (a) do not warrant that your use of the Platform or Services will be uninterrupted, bug-free or error-free or that the Platform or Services will meet your requirements; (b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet; (c) shall not be responsible for non-performance of the Platform or Services caused by any use that is contrary to our instructions, or modification or alteration by any party other than us or our representatives, and will only provide support to correct such non-performance at our sole discretion; and (d) shall not be responsible for any loss or damage arising from your failure to keep your Account or passwords secure and confidential.
- 7.3 You acknowledge that the Platform and Services may be subject to limitations, interruptions, delays and other problems, owing to Platform-, server- or systems-maintenance, or inherent in the use of such communications facilities over the Internet. Downtime or any interruption in the provision of the Platform or Services shall not entitle any User to any reimbursement, compensation or payment of any amounts from us.

- 7.4 You acknowledge that you are responsible for implementing sufficient security measures or arrangements with regard to anti-virus protection. To the maximum extent permitted by law, we will not be liable to any User for any loss or damage suffered, caused by a distributed-denial-of-service attack, ransomware attack, virus, or other harmful act caused by third parties which may infect or harm the Platform or provision of Services.
- 7.5 Your use of the Platform and Services is at your own risk. The Platform and Services are provided to you on an “as is” and “as available basis”, without any warranties of any kind either express or implied. We do not represent or warrant that the Platform and Services, or any of the Content displayed are free of viruses or other malware, or that the Platform or Services obtained will otherwise meet your needs or expectations.

8. Third Party Service Providers

- 8.1 Your use of our Platform or our Services may be provided by or may incorporate the services provided by Third Party Service Providers (“**Third Party Services**”).
- 8.2 You acknowledge that we may engage and incorporate the services of Third Party Service Providers to assist in providing and/or enhancing the Platform and Services, such as webpage hosting service providers or payment processors. You hereby consent and authorise us to delegate the authorisations you provide to us to such Third Party Service Providers as we deem necessary to provide the Platform and Services to you.
- 8.3 The use of Third Party Services may also require your agreement to certain additional terms and conditions provided by the applicable Third Party Service Provider. These additional terms and conditions will be made available to you when, and if, you use the Third Party Services.
- 8.4 You acknowledge that Third Party Service Providers are independent contractors as stipulated, and we do not provide or exercise any control or oversight over the performance of Third Party Services. You also acknowledge we are not responsible for the acts or omissions of Third Party Services Providers, even if the Third Party Services are provided through or linked to our Platform.
- 8.5 In the event the performance of Third Party Services requires disclosure to and/or access of Personal Data, to the extent permitted by Applicable Law including the PDPA, you agree that you will not hold us responsible for any breach on the part of the Third Party Service Providers, including but not limited to losses and/or damages suffered by you arising out the unauthorised disclosure and/or access of Personal Data by the Third Party Service Providers.
- 8.6 You also acknowledge and accept that a Third Party Service Provider may change, modify or discontinue, temporarily or permanently, any Third Party Services used by you, without notice to you. We will use our best endeavours to provide notice to you within a reasonable

period of time if and when we become aware of such change, modification, suspension and/or discontinuance of Third Party Services.

9. Personal Data

- 9.1 How we collect, use, disclose or process (where applicable) Personal Data is set out in our Privacy Policy at [www.rimm.io].
- 9.2 Where required, we will only process any Personal Data provided to us by the User strictly in accordance with the written instructions of the User and in accordance with the PDPA.

10. Limitation of Liability

- 10.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 10.2 We shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for:
 - 10.2.1 any loss of profits, sales, revenue, business, data, use, goodwill or other intangible losses, or pure economic loss;
 - 10.2.2 any indirect, incidental, exemplary, punitive or consequential loss, costs, damages, charges or expenses;
 - 10.2.3 any actions taken by us in good faith in accordance with the information and instructions you have provided in connection with the Services;
 - 10.2.4 any loss or damage caused by malware, distributed denial-of-service attack, or other harmful material that may infect your device, programs, data or other proprietary material due to your use of the Platform or Services;
 - 10.2.5 any damages relating to your access to, use of, or inability to access or use the Platform or Services;
 - 10.2.6 any damages relating to any conduct or Content of any third party or another User, including without limitation, defamatory, offensive, unlawful or illegal conduct;
 - 10.2.7 any Content, Services or goods provided by a related party to any Third Party Service Provider, including the quality of such services or goods;

- 10.2.8 any costs, expenses, losses, fines, damages, or liabilities (including legal fees on an as-incurred basis) that you incur or suffer in relation to the use and/or reliance on the Services and any reports/scores generated in the process for any purpose; and
- 10.2.9 any consequences arising in connection with an event that is outside our reasonable control.
- 10.3 Our total aggregate liability whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, including any professional and legal costs, arising in connection with the performance or contemplated performance of these Terms shall be limited to SGD 500. For the avoidance of doubt, the foregoing sets out our total financial liability to you in respect of any breach of these Terms, including but not limited to any Personal Data or data security breach.

11. Termination

- 11.1 This agreement may only be terminated by your Organisation pursuant to our agreement with it, except that we may terminate or temporarily suspend your access to the Services in the event that:
 - 11.1.1 you breach any material provision of these Terms that, (if it is capable of being cured) is not cured within 10 days from notice to you; or
 - 11.1.2 we determine that your actions are likely to cause legal liability for us or that you have misrepresented any data or information required by us to provide you with the Services or at any other time.
- 11.2 Termination of these Terms shall not affect Clauses 5 (User's Obligations), 12 (General Terms), and 13 (Governing law and Dispute Resolution) of these Terms.

12. General Terms

- 12.1 You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms. However, we may at any time assign, transfer, charge, subcontract or deal in any other manner, with all or any of our rights or obligations under these Terms without your consent.
- 12.2 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any provision of these Terms.
- 12.3 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial

exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 12.4 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 12.4 shall not affect the validity and enforceability of the rest of these Terms.
- 12.5 These Terms constitute the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 12.6 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. Governing Law and Dispute Resolution

- 13.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of Singapore.
- 13.2 Dispute Resolution. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The arbitral award made and granted by the arbitration tribunal shall be final, binding and incontestable, may be enforced by a party against the assets of the other party/parties wherever those assets are located or may be found and may be used as a basis for judgement thereon in Singapore or elsewhere.