

# **REDOC (WWW.REDOC.CO)**

## **TERMS OF SERVICE**

### **1. Definitions**

1.1 In this Agreement, except to the extent expressly provided otherwise:

"**Account**" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Authorised Users**" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation;

"**Business Day**" means any weekday other than a bank or public holiday in Singapore;

"**Business Hours**" means the hours of 09:00 to 18:00 Singapore time on a Business Day;

"**Charges**" means the following amounts:

- (a) the amounts specified in the invoice (Hosted Services particulars); and
- (b) such other amounts as may be agreed in writing by the parties from time to time.

"**Customer Confidential Information**" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
  - (i) was marked or described as "confidential"; or
  - (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the Customer Data;

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

"**Customer Personal Data**" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement, but excluding any data with respect to which the Provider is a data controller;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, Singapore's Personal Data Protection Act ("**PDPA**") 2012 (No. 26 of 2012);

"**Documentation**" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"**Effective Date**" means the date of execution of this Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemic, explosions, fires, floods, riots, terrorist attacks and wars);

"**Heightened Cybersecurity Requirements**" means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User relating to security of network and information systems and security breach and incident reporting requirements;

"**Hosted Services**" means Redoc, as specified in the Hosted Services Specification, which will be made

available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

**"Hosted Services Defect"** means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation or any other written instruction of the Provider, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

**"Hosted Services Specification"** means the specification for the Platform and Hosted Services set out in the invoice (Hosted Services particulars) and in the Documentation;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Maintenance Services"** means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

**"Mandatory Policies"** means the Provider's business policies and codes, as amended by notification to the Customer from time to time;

**"Personal Data"** has the meaning given to it in the Data Protection Laws applicable in Singapore from time to time;

**"Platform"** means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

**"Schedule"** means any schedule attached to the main body of this Agreement;

**"Services"** means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

**"Software"** means the online software applications provided by the Provider as part of the Services;

**"Support Services"** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

**"Supported Web Browser"** means the current release from time to time of Google Chrome, or any other web browser that the Provider agrees in writing shall be supported;

**"Term"** means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

**"Update"** means a hotfix, patch or minor version update to any Platform software; and

**"Upgrade"** means a major version upgrade of any Platform software.

**"Vulnerability"** means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

## 2. Term

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force for a period of one (1) year (the "Term"), subject to termination in accordance with Clause 18 or any other provision of this Agreement, provided however that upon the expiry of the Term, the Agreement shall automatically renew for successive Terms of one (1) year unless either party gives written notice to the other party of its intention not to renew this Agreement no less than ninety (90) days before the end of each Term.

## 3. Hosted Services

- 3.1 The Provider shall, on request, create administrator Accounts for the Customer and shall provide to the Customer login details for such Accounts.
- 3.2 The Provider hereby grants to the Customer a non-exclusive licence to use the Hosted Services in Singapore by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.
- 3.3 The licence granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:
- (a) the Hosted Services may only be used by the officers, employees, agents, subcontractors and members of the Customer; and
  - (b) the Hosted Services may only be used by administrator Accounts created by the Provider or by user Accounts created by the Customer, providing that the Customer may change, add or remove member accounts in accordance with the procedure set out therein.
- 3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:

- (a) the Customer must not sub-license its right to access and use the Hosted Services except to its members who shall be permitted to use the Hosted Services by means of user Accounts created by the Customer;
  - (b) the Customer must not permit any unauthorised person to access or use the Hosted Services;
  - (c) the Customer must not use the Hosted Services to provide services to third parties;
  - (d) the Customer must not republish or redistribute any content or material from the Hosted Services;
  - (e) the Customer must not make any alteration to the Platform, except as permitted by the Documentation; and
  - (f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.
- 3.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.
- 3.6 The Provider shall use commercially reasonable endeavours to maintain the availability of the Hosted Services to the Customer but does not guarantee 100% availability.
- 3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
- (a) a Force Majeure Event;
  - (b) a fault or failure of the internet or any public telecommunications network;
  - (c) a fault or failure of the Customer's computer systems or networks;
  - (d) any breach by the Customer of this Agreement; or

- (e) scheduled or emergency maintenance carried out in accordance with this Agreement. 4.5 The Provider shall provide the Maintenance Services with reasonable skill and care.
- 3.8 The Customer must comply with Schedule 1 (Acceptable Use Policy) and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an Account comply with Schedule 1 (Acceptable Use Policy). 4.6 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue.
- 3.9 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services. 5. **Support Services**
- 3.10 The Customer must not use the Hosted Services: 5.1 The Provider shall provide the Support Services to the Customer during the Term.
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or 5.2 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. 5.3 The Provider shall provide the Support Services with reasonable skill and care.
- 3.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either before, during, or after the Term. 5.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 3.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue. 5.5 The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.
4. **Maintenance Services** 5.6 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue.
- 4.1 The Provider shall provide the Maintenance Services to the Customer during the Term. 6. **Customer Data**
- 4.2 The Provider shall, where reasonably practicable, give to the Customer prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement. 6.1 The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this Agreement.
- 4.3 The Provider shall give to the Customer prior written notice of the application of an Upgrade to the Platform. 6.2 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 4.4 The Provider shall give to the Customer written notice of the application of any security Update to the Platform and prior written notice of the application of any non-security Update to the Platform.

6.3 The Provider shall create a back-up copy of the Customer Data from time to time, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken.

6.4 Within a reasonable period of time following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 6.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

## 7. Third Party Providers

7.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Provider makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Provider. The Provider recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Provider does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## 8. Provider's Obligations

8.1 The Provider undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

8.2 The undertaking at Clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Provider's instructions, or modification or alteration of the Services by any party other than the Provider or the Provider's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Provider will,

at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 8.1.

8.3 The Provider:

- (a) does not warrant that:
  - (i) the Customer's use of the Services will be uninterrupted or error-free; or
  - (ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
  - (iii) the Software or the Services will be free from Vulnerabilities; or
  - (iv) the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements.
- (b) is 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, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.4 This Agreement shall not prevent the Provider from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

8.5 The Provider warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

## 9. Customer's Obligations

The Customer shall:

- (a) provide the Provider with:
  - (i) all necessary co-operation in relation to this Agreement; and
  - (ii) all necessary access to such information as may be required by the Provider;  
  
in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Provider may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Provider, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Provider from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Provider's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or

telecommunications links or caused by the internet.

## 10. No assignment of Intellectual Property Rights

- 10.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.
- 10.2 The Customer acknowledges and agrees that the Provider and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 10.3 The Provider confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

## 11. Charges

- 11.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement.
- 11.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 11.3 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation.

## 12. Payments

- 12.1 The Provider shall issue invoices for the Charges to the Customer on a monthly or yearly basis.
- 12.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 12.
- 12.3 The Customer must pay the Charges by using such payment details as are notified by the Provider to the Customer from time to time.

12.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider shall have the right to charge the Customer interest on the overdue amount at the rate of 12% per annum (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month) or such other maximum interest rate as allowed by law, whichever is lower.

reason to believe that there has been a breach of an obligation of confidentiality.

**13. Provider's confidentiality obligations**

13.1 The Provider shall:

- (a) keep the Customer Confidential Information strictly confidential;
- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent; and
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care.

13.4 The restrictions in this Clause 13 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

13.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Provider's Confidential Information.

13.6 The Provider acknowledges that the Customer Data is the Confidential Information of the Customer.

13.7 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13.2 Notwithstanding Clause 13.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisors, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

13.8 The provisions of this Clause 13 shall continue in force for a period of one (1) year following the termination of this Agreement, at the end of which period they will cease to have effect.

13.9 In performing its obligations under this Agreement the Provider shall comply with the Mandatory Policies.

13.3 This Clause 13 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

- (a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Provider; or
- (c) is obtained by the Provider from a third party in circumstances where the Provider has no

**14. Data protection**

14.1 Each party shall comply with the applicable Data Protection Laws with respect to the processing of the Customer Personal Data.

14.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.

14.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of

data subjects that are necessary for the Provider to provide the Services under this Agreement.

14.4 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer, as set out in this Agreement or any other document agreed by the parties in writing.

14.5 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

14.6 Notwithstanding any other provision of this Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

14.7 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

14.8 Both Parties will comply in all material respects with its and their respective obligations under the PDPA in relation to the management or protection of Personal Data which the respective Party and/or their individual processes in the provision of the scope under this Agreement.

## 15. Warranties

15.1 The Provider warrants to the Customer that:

- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement; and
- (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement.

15.2 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

15.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

## 16. Indemnity

16.1 The Customer shall defend, indemnify and hold harmless the Provider against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) the Provider provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

16.2 In the defence or settlement of any claim, the Provider may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

16.3 In no event shall the Provider, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Provider; or
- (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Provider; or



- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Provider or any appropriate authority.

16.4 The foregoing states the Customer's sole and exclusive rights and remedies, and the Provider's (including the Provider's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## 17. Acknowledgements and warranty limitations

17.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

17.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

17.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

17.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

## 18. Limitations and exclusions of liability

18.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;

- (c) limit any liabilities in any way that is not permitted under applicable law; or

- (d) exclude any liabilities that may not be excluded under applicable law.

18.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:

- (a) are subject to Clause 18.1; and

- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

18.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

18.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

18.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

18.6 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

18.7 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

18.8 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

18.9 The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the total amount paid by the Customer to the Provider under this Agreement in the 12 month period preceding the commencement of the event or events.

18.10 The aggregate liability of each party to the other party under this Agreement shall not exceed the total

amount paid by the Customer to the Provider under this Agreement.

## 19. Force Majeure Event

19.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

19.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

19.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 20. Termination

20.1 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement and such breach is not cured within fourteen (14) days from the receipt of notice of such breach.

20.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
  - (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement).

## 21. Effects of termination/expiry

21.1 Upon the termination or expiry of this Agreement, all of the provisions of this Agreement shall cease to have effect, save the provisions of this Agreement that by their nature are intended to survive termination, shall survive termination of this Agreement.

21.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

21.3 Within 14 days following the termination of this Agreement for any reason the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement, without prejudice to the parties' other legal rights.

## 22. Notices

22.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods:

(a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery that is signed and acknowledged; or

(b) sent by registered post, in which case the notice shall be deemed to be received 2 Business Days following posting,

(c) by email to the registered email addresses

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

## **23. General**

23.1 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

23.2 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

23.3 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23.4 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

23.5 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

23.6 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

23.7 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23.8 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

23.9 Subject to Clause 18.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

23.10 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

23.11 The courts of Singapore shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

## **24. Interpretation**

24.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

24.2 The Clause headings do not affect the interpretation of this Agreement.

24.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

24.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

## **SCHEDULE 1 - Acceptable Use Policy (Terms of Use)**

### **1. Introduction**

1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:

- (a) the use of realestatedoc.co, redoc.co, any successor website, and the services available on that website or any successor website (the "**Services**"); and
- (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Real Estate Doc (and "we" and "our" should be construed accordingly).

1.3 By using the Services, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

1.5 You must be at least 18 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 18 years of age.

### **2. General usage rules**

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3 You must ensure that all Content complies with the provisions of this Policy.

### **3. Unlawful Content**

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) constitute a breach of official secrets legislation; or
- (k) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

### **4. Graphic material**

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age.

- 4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.
- 4.3 Content must not be pornographic or sexually explicit.
- 5. Factual accuracy**
- 5.1 Content must not be untrue, false, inaccurate or misleading.
- 5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.
- 6. Negligent advice**
- 6.1 Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you must not use the Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services.
- 6.2 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.
- 7. Etiquette**
- 7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.
- 7.4 You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 7.5 You must not use the Services for the purpose of deliberately upsetting or offending others.
- 7.6 You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.
- 7.7 You must ensure that Content does not duplicate other content available through the Services.
- 7.8 You must ensure that Content is appropriately categorised.
- 7.9 You should use appropriate and informative titles for all Content.
- 7.10 You must at all times be courteous and polite to other users of the Services.
- 8. Marketing and spam**
- 8.1 You must not without our written permission use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.
- 8.2 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 8.3 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.
- 8.4 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 8.5 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.
- 9. Regulated businesses**
- 9.1 You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

9.2 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.

9.3 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

## **10. Monitoring**

10.1 You acknowledge that we may actively monitor the Content and the use of the Services.

## **11. Data mining**

11.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

## **12. Hyperlinks**

12.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

## **13. Harmful software**

13.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

13.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

## **REDOC (WWW.REDOC.CO)**

### **PRIVACY POLICY**

Thank you for visiting [www.redoc.co](http://www.redoc.co) (the "Site") and using our web application (the "App"). For the purpose of this set of Terms and Conditions, "Redoc", "we", "our" or "us" shall refer to Redoc.

Redoc aims to provide a cloud-based, vertically integrated real estate tool that simplifies and improves deal closures through a secure platform for digital contract creation, signing and payments (the "Service"). The Service is provided through the Site and through the App.

By accessing and using any part of the Site or App, you shall be deemed to have accepted and be legally bound by these Terms & Conditions and any other policies relating to the Site and App (collectively our "Policies") without limitation or qualification. By using our Service, you accept that we are providing a platform for professionals to enter transactions relating to the sale, purchase, and leasing of properties.

We reserve the right to make changes to these Terms and Conditions at any time without your prior notice. By using the Site or App on or after the date on which the Terms and Conditions have been revised, your use would be deemed as acceptance of the revised Terms and Conditions.

#### **1. REGISTRATION**

(a) Thank you for visiting [www.redoc.co](http://www.redoc.co) (the "Site") and using our web application (the "App"). For the purpose of this set of Terms and Conditions, "Redoc", "we", "our" or "us" shall refer to Redoc.

(b) Each user shall only be entitled to one account to be used when accessing the Site and the App. Your account is personal to you, and you may not assign or transfer your account or any of your rights under these Terms and Conditions to any third party without our prior written consent. Any attempted assignment or transfer in violation of the foregoing shall be deemed a material breach of these Terms and Conditions.

(c) In order to register for an account on the Site and the App, we will require you to provide us with certain information, including but not limited to your name, email address, home address, contact number, organization, professional licence number, and a password of your choice. You confirm that all information provided is true, accurate, correct and up to date.

(d) You are responsible for the confidentiality of the username and password allocated to you and you shall take ownership of all activity and transactions under your account. You shall notify us immediately if you become aware of any

unauthorized use of your password or account or any other breach of security

We reserve the right to make changes to these Terms and Conditions at any time without your prior notice. By using the Site or App on or after the date on which the Terms and Conditions have been revised, your use would be deemed as acceptance of the revised Terms and Conditions.

#### **2. RESTRICTION, DELETION OR SUSPENSION OR THE SERVICE**

(a) We reserve the right to restrict, suspend or delete your account or restrict your access to the Site and the App, or to restrict, suspend or cease to provide the Service to you at any time at our sole discretion for any reason whatsoever. If your account is suspended, restricted, or deleted, you are not permitted to continue using the Service, the Site or the App under a different or new account without our prior approval.

(b) You may terminate your account at any time by writing to us at [enquiries@redoc.co](mailto:enquiries@redoc.co). We may terminate your account for inactivity for at least a period of 365 days at our sole discretion

#### **3. USE OF SITE AND APP**

(a) By using the Site, the App or the Service, you agree to abide by all the Terms and Conditions herein as well as our Privacy Policy at here.

(b) You agree that you will not:

- i. Use the Site or App for purposes of conducting and/or disseminating surveys, contests, pyramid schemes, chain letters, junk email, spamming or sending of any duplicative or unsolicited messages;
- ii. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others;
- iii. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful material or information;
- iv. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you have ownership or control the rights thereto or have received all necessary consent to do the same;
- v. Use any material or information, including images or photographs, which are made available through the Site or the App in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- vi. Upload files that contain viruses, corrupted files, or any other similar software or programs that may

damage the operation of another's computer or property of another;

- vii. Violate any applicable laws or regulations;
- viii. Create a false identity for the purpose of misleading others.

(c) You will be required to provide information regarding your transactions. We reserve the right to request additional information from you to ensure and verify that you are a registered professional or person within your organization.

(d) You warrant that any information you provide to us, including personal information, payment details and/or credit or debit card details, is accurate. In the event of erroneous input of information on your part, we reserve the right to apply additional charges to any amendment of information as may be required by us, you or any third party provider engaged for the Service.

#### 4. LINKS TO OTHER SITES

The Site and the App may contain information from third party sites or web applications. Redoc makes no representation and is not responsible for such Third Party Content and shall not be liable for any damages or loss arising from access or use of such Third Party Content. Any content, services, representations made on such websites and/or web applications are solely the responsibility of the operator of those websites and/or web applications and Redoc assumes no responsibility for any content, the operation or the services provided thereon. Use of the hyper-links and access to such linked websites and/or web applications are entirely at your own risk.

#### 5. PAYMENT

Please refer to our Payments Policy for the terms and conditions which apply to any payments made by you on the Site and the App.

#### 6. THIRD PARTY INTERACTIONS

(a) During use of the Service on the Site and/or the App, you may enter into correspondence or transactions with and/or participate in the services of third party providers through the Service. Any such activity and any terms, conditions, warranties or representations associated with such activity is solely between you and the applicable third party. Redoc shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third party.

(b) Redoc does not endorse any applications or websites that are linked through the Service, the Site or the App and in no event shall Redoc be responsible for any content, products, services or other materials on or available from such sites or third party providers.

(c) Redoc provides the Service pursuant to these Terms and Conditions. However, certain third party applications, sites and/or services may require your agreement to additional or different terms of use prior to your use or access to their goods or services. Redoc is not a party to such agreements, and we disclaim any and all responsibility and/or liability arising from such agreements between you and the third party providers. It shall be your responsibility to ensure compliance with the usage policies and/or terms and conditions of any third party websites and Redoc assumes no responsibility for your non-compliance or breach of the same.

(d) Redoc may rely on third party advertising and marketing in the course of providing the Service. We may also rely on other mechanisms to subsidize the Service and/or to earn additional revenue. By agreeing to these Terms and Conditions, you hereby agree to receive such advertising and marketing. If you do not want to receive such advertising, you should notify us in writing.

(e) You hereby agree that it is your responsibility to take all precautions in all actions and interactions with any third party service providers, advertisers and/or sponsors you interact with through the Service and/or advertising or marketing material supplied through the Service.

#### 7. INDEMNITY

You shall indemnify and hold us, our officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from all demands, claims, actions, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever against us by any third party due to or arising out of or in connection with any failure by you to comply with any of these Terms and Conditions or otherwise by your use of the Site, the App or the Service.

#### 8. CONSENT FOR USE OF INFORMATION PROVIDED

(a) By using the Service and submitting information to the Site and/or App, you hereby consent to our collection, usage and disclosure of information provided by you to us. Such collection, usage and disclosure shall be in accordance to Paragraph 9 below.

(b) You agree that we may collect, use or disclose your personal information for the following purposes:

- i. Setting up your registered user account and profile on the Site and the App;
- ii. To provide and improve the Service;
- iii. To verify that you are an actual registered professional or person within your organization
- iv. To send to you emails which are specific to your account and which are necessary for the normal



functioning of the Service, including one or more welcome emails which help inform new users about various features of the Service;

- v. For targeted online marketing;
- vi. To contact you regarding any complaints, feedback, queries or requests;
- vii. Handling any issues which have come to our attention;
- viii. To facilitate investigations into any suspicious or illegal activity on the Site or the App;
- ix. For internal administrative and management purposes;
- x. Where required by any act, statute, law, or regulation, or by the order of a government authority or a court or tribunal of competent jurisdiction;
- xi. Such other purposes consented by you for which your personal information is collected;
- xii. Handling any issues which have come to our attention;
- xiii. Any other purpose reasonably related to the aforesaid

## **9. COLLECTION, USAGE AND SHARING OF INFORMATION**

(a) We will not rent or sell to third parties any information provided by you without your consent, except in accordance to these Terms and Conditions.

(b) To provide the Service, you will need to submit certain information about you and/or third parties or other users with whom you interact on the Site or App. We will retain information submitted by you for as long as your account is active or as necessary for legitimate business purposes.

(c) We may remove parts of data that can identify you or any other individual, and share anonymised, processed data with other parties. We may also combine your information with other information in a way that no longer associates the information with you, and share that aggregated information. For the avoidance of doubt, such aggregated and/or de-identified information would be the original works of Redoc and proprietary rights in the said aggregated and/or de-identified information shall therefore belong to us. Our use and disclosure of aggregated and/or de-identified information is not subject to these Terms and Conditions or our Policies and we may disclose it to third parties without limitation for any purpose.

(d) Any information or content that you voluntarily disclose for public posting to the Service becomes available to the public. You may opt out of the public sharing of your information by editing your privacy settings. Once you have shared your information or made it public, such content may be re-shared by others.

(e) Subject to your profile and privacy settings, any information that you make public is searchable by other members of the Service.

(f) Information that you post to the Service can be removed by you, however, copies may remain viewable in cached and archived pages of the Service, or if other users or third parties have copied or saved that information.

(g) We hereby warrant that in the process of providing the Service, we shall remain compliant with all prevailing laws and guidelines relating to the sharing of information, including but not limited to, the Personal Data Protection Act.

## **10. PROTECTION OF YOUR INFORMATION**

(a) We employ physical, electronic and managerial procedures to safeguard and help prevent unauthorised access to your information. We have selected to utilise such safeguards based on the sensitivity of the information that we collect and process.

(b) While we warrant to utilise such procedures to safeguard your information to the best of our abilities, we shall not be liable in the event of third party security breach(es) to the Site or the App.

## **11. NO WARRANTY**

(a) The Service, the Site, the App and the content therein are provided on an "as is", "as available" basis. We do not warrant the correctness, accuracy, adequacy, completeness, timeliness or validity of the Service, the Site, the App and/or the content therein and expressly disclaim liability for errors or omissions in the content. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with the Service, the Site, the App and the content therein.

(b) We do not warrant that the Service, the Site, the App and/or any content therein will be provided uninterrupted or free from errors or that any identified faults will be corrected. No warranty is given that the Service, the Site, the App and the content therein are free from any computer virus or other malicious, destructive or corrupting code/programme.

## **12. ACKNOWLEDGMENT**

You acknowledge and agree that:

(a) You are solely responsible for (and that we have no responsibility to you or to any third party for) any data that you transmit, update or upload while using the Site or the App and for the consequences of your actions (including any loss or damage which we may suffer) by doing so;

(b) Your use and reliance on the content on the Site and the App are entirely at your own risk, and therefore we specifically disclaim any liability arising from or in connection with your use of the Site and the App, including but not limited to any damages or losses which you may suffer as a result of any transactions through the App;

(c) You are solely responsible for (and that we have no responsibility to you or to any third party for) any data that you transmit, update or upload while using the Site or the App and for the consequences of your actions (including any loss or damage which we may suffer) by doing so;

(d) We shall not be responsible for any materials posted on the Site and the App, including, but not limited to, information relating to any property or contracting party;

(e) We shall not be responsible for any disputes, demands, claims, actions, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever arising out of or in connection with the buying, selling or rental of any property conducted through the App;

(f) You are required to use your own judgment, caution, and common sense in evaluating the information provided on the Site, the App and any information provided by us or any third party;

(g) We reserve the right to review materials posted, to edit, refuse to post, to remove any content, terminate your access to the Site and the App at our sole discretion at any time, without notice, for any reason whatsoever;

(h) The Site or the App may become temporarily unavailable for a number of reasons, including but not limited to, capacity constraints, transmission limitations, equipment modifications, upgrades, relocations, and repairs. Notwithstanding this, we will use reasonable commercial efforts to minimize such non-availability of the Site or the App

### 13. LIMITATION OF LIABILITY

(a) We shall in no event be liable for any death, injury, direct, indirect, incidental, special, consequential, exemplary damages or other indirect damages or costs of any kind suffered or incurred by you or any third party arising from or in connection with:

- i. Any acts or omissions of any third parties, or other users of the Service;
- ii. Any content or material on the Site or the App, including but not limited to any incorrectness, inaccuracy, inadequacy, incompleteness or invalidity thereof;
- iii. Any unauthorized access by any person of your account with us;

iv. Any access, use or the inability to access or use the Site or the App, or reliance on the materials and/or any information on the Site or the App;

v. Any system, server or connection failure, error, omission, interruption, delay in transmission, or computer virus;

vi. Any use of or access to any other website linked to the Site or the App, even if we or our agents or employees are advised of the possibility of such damages, losses and/or expenses. Any hyperlinks to any other websites are not an endorsement of such websites and such websites should only be accessed at your own risks.

(b) In the event that Redoc is liable in any way, you agree that any liability on our part for any and all claims, losses, costs or damages shall be limited only to the amount paid by you for the Service on the Site or the App.

(c) This provision shall take effect to the fullest extent permitted by the applicable law.

### 14. PROPRIETARY RIGHTS

(a) You acknowledge and agree that we own, or have the licence to use, the Site and the App, including the source codes, pages, documents and online graphics, audio, video and such other contents found on the Site or the App and any and all intellectual property rights used or embodied in or in connection thereto, including any suggestions, ideas, enhancement requests, feedback, recommendations or other information that you may provide relating to the Site, the App or the Service. The Site, the App and the content therein shall not be reproduced, republished, transmitted or distributed in any way, without our prior written permission.

(b) You further acknowledge that we own, or have the exclusive licence to use, the Trade Marks, and may from time to time apply for registration of other Trade Marks and service marks. We are not aware of other persons using any of the Trade Marks and we do not warrant that we have sole or exclusive rights in and to such Trade Marks. You agree not to at any time contest our ownership of the Trade Marks and undertake not to use the Trade Marks without our prior written consent and/or in derogation of our rights.

(c) For the purposes of these Terms and Conditions, "Trade Marks" means the "Redoc" mark and such other marks and devices used by and belonging to us whether registered or not and all such other trade marks, trade names, service marks, trade dress, logos, and emblems which are under our control or ownership and which we stipulate are to be used from time to time by us.

### 15. DISPUTE RESOLUTION

(a) Any dispute arising out of or in connection with these Terms and Conditions including any questions 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 for the time being in force which rules are deemed to be incorporated by reference into this provision. The Tribunal shall consist of one arbitrator ("Arbitrator") to be appointed by the Chairman of the Singapore International Arbitration Centre. The language of the arbitration shall be English.

(b) The decision in writing of the Arbitrator shall be final and conclusive upon both parties. The costs and expenses of arbitration, including the compensation and expenses of the Arbitrator, shall be borne by the parties as the Arbitrator may determine. Either party may apply to any court which has jurisdiction for an order confirming the award or commence legal proceedings to sue on the award. Except as provided below, any right of either party to judicial action on any matter subject to arbitration hereunder is hereby waived, except suit to enforce the arbitration award.

(c) Notwithstanding the above and the arbitration provided for herein, actions initiated or maintained by either party for injunctive relief, whether mandatory or prohibitory or similar relief in equity are not subject to arbitration and may be brought by either party in any court which has jurisdiction. Actions may also be initiated or maintained by either party where the same is relevant or necessary for such party to obtain or secure any interlocutory or interim relief, including but not limited to proceedings for detention, custody or preservation of any property.

## **16. GOVERNING LAW**

These Terms and Conditions shall be construed and its performance governed in accordance with the laws of the Republic of Singapore.

## **17. GENERAL**

(a) Nothing contained in these Terms and Conditions shall be so construed as to create any agency, partnership or joint venture of any kind between the parties hereto.

(b) No failure by us to exercise and no delay by us in exercising any right, power or remedy under these Terms and Conditions will operate as a waiver. Nor will any single or partial exercise by us of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy by us. No waiver shall be valid unless in writing signed by us. The rights and remedies herein are in addition to any rights or remedies provided by law.

(c) All rights and obligations hereunder are personal to the parties and each party shall not assign any such rights and

obligations to any third party without our prior written consent.

(d) Any one or more clauses, stipulations or provisions of these Terms and Conditions, or any part thereof, which is declared or adjudged to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of these Terms and Conditions, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clauses, stipulations or provisions in any other jurisdiction.

## **18. ENTIRE AGREEMENT**

(a) You shall comply with all operating rules, Policies and procedures that may be published by us from time to time on the Site and App. All of our Policies shall be incorporated into these Terms and Conditions by reference and provide additional terms and conditions related to specific services offered by us.

(b) In the event of any conflict or inconsistency between these Terms and Conditions and the Policies, these Terms and Conditions shall prevail. Together with the Policies, these Terms and Conditions set forth the entire understanding between you and Redoc with respect to the Service.