

Platform Terms and Conditions

Last Updated Date: 3 January 2024

These Platform Terms and Conditions (this “**Agreement**”) is a binding agreement between SDA Pte. Ltd. (f.k.a. Straits Digital Assets Pte. Ltd.) (“**SDAPL**”, the “**Company**” or “**us**”) and you personally (if you are using the Website, Platform and Services for your personal purposes), or you and your employer or organisation (if you are using the Website, Platform and Services as an employee or agent of your employer or your organisation) (collectively referred to in this Agreement as “**User**” or “**you**”). This Agreement governs your access to and use of the Website, Platform, and/or Services. Please note that this Agreement includes and incorporates by reference our Privacy Policy accessible at <https://sg.straitsfinancial.com/privacy/>.

You acknowledge that this Agreement has the same force and effect as if it were executed in writing between you and the Company. By accessing any part of the Website, Platform and/or Services or by otherwise indicating your agreement to the terms of this Agreement with the Company in writing, you acknowledge and agree that (i) you have read, understood, and agreed to be bound by the terms of this Agreement, (ii) you are of legal age and capacity to form a binding contract with the Company, and (iii) you have the authority to enter into this Agreement personally or on behalf of your employer or your organisation, and to bind your employer or your organisation to this Agreement. **If you do not agree to be bound by the terms of this Agreement, you may not access or use the Website, Platform and Services.**

The terms of this Agreement may be revised from time to time by the Company upon notice to you, such as by posting a revised version on the Website. Your continued access to or use of the Website, Platform or Services after such notice had been given shall constitute your acceptance of the revised terms.

You acknowledge and agree that to the extent that this Agreement has any conflict or inconsistency with the Master Trading Agreement (Digital Assets) entered into between us and you or your employer or organization (as the case may be), the Master Trading Agreement (Digital Assets) shall prevail, control, govern, and be binding upon the parties over and above this Agreement, but only to the extent of the conflict or inconsistency.

1. Definitions.

1.1. In this Agreement, the following words and expressions shall have the meanings respectively assigned to them hereunder:

“**Account**” has the meaning given to it in clause 5.1.

“**Authorised Users**” means the User’s employees, contractors, and other persons to whom the User provides or makes available the Platform and Services and whose access to and use of the Platform and Services are agreed to by the Company in writing.

“**Documentation**” means any and all user guides or other documentation describing the features, functionality or operation of the Platform and Services supplied or made available by the Company on the Website for use with or in support of the Services, including without limitation any and all revisions, modifications, and updates to such Documentation made by the Company from time to time.

“**Intellectual Property Rights**” means patents, trade marks, service marks, copyright, know-how, design rights, database rights, rights in software, rights in designs and inventions, trade secrets, confidential information, trade and business names and brands, internet domain names, any application (whether pending, in process or issued) for any of the foregoing and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed.

“**Platform**” means our platform used for the Services we make available from time to time.

“**Registered User**” has the meaning given to it in clause 5.1.

“**Registration Data**” has the meaning given to it in clause 5.2.

“**Services**” means the services (including any information and content available therein) provided by the Company on the Website and/or the Platform, including but not limited to the trading of Digital Assets pursuant to the Master Trading Agreement (Digital Assets). For the avoidance of doubt, Services exclude Third-Party Materials.

“**Technical Data**” means system specific data or information and other technical data relating to the Website, Platform or Services.

“**Term**” has the meaning given to it in Clause 13.1.

“**Third-Party Materials**” has the meaning given to it in clause 8.1.

“**User Agreements**” has the meaning given to it in clause 3.4.

“**User Content**” means the data and information submitted or provided to the Company by User and/or its Authorised Users.

“**Website**” means the Company’s website at <https://sg.straitsfinancial.com/services/digital-assets/> or such other website as the Company may maintain from time to time for access by Users through which the Users may access the Platform and Services.

2. License.

- 2.1. Subject to the terms and conditions of this Agreement, during the Term, the Company grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, and non-assignable license to: (i) access and use the Website, Platform and Services for your personal purpose or the operation of your business; and (ii) permit Authorised Users to access and use the Services solely for the benefit of you and the operation of your business, as the case may be. You shall not use the Services in excess of the number of Authorised Users as had been agreed between you and the Company in writing.
- 2.2. You do not acquire any ownership interest in the Website, Platform or Services under this Agreement, or any other rights thereto, other than to use the Platform in accordance with the limited license granted hereunder and subject to all terms, conditions, and restrictions, under this Agreement. The Company reserves and shall retain its entire right, title, and interest in and to the Website, Platform and Services, including all patent, copyright, trademark, trade secret, and other Intellectual Property Rights therein or relating thereto.

3. Use Restrictions.

- 3.1. You shall:
 - (a) access and use the Website, Platform and Services in compliance with this Agreement, the User Agreements and all applicable laws, and shall be responsible for ensuring your Authorised Users will do the same;
 - (b) be solely responsible for the accuracy, quality and legality of User Content and the means by which you acquire User Content;

- (c) obtain all consents, permissions, and authorisation required under applicable law from Authorised Users and other individual end users as necessary to input, provide, transfer, and make available data to the Company for the purposes of using the Services;
- (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform or Services by your Authorised Users, and notify the Company promptly of any such unauthorized access or use; and
- (e) use the Website, Platform and Services only in accordance with the Documentation and applicable laws, rules and government regulations.

3.2. You shall not, and shall ensure your Authorised Users shall not:

- (a) make the Platform, Services or the Documentation (or any part thereof) available to, or use the Platform, Services or the Documentation (or any part thereof) for the benefit of anyone other than yourself or your Authorised Users;
- (b) rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, or lease the Website, Platform or Services (or any part thereof) or otherwise make available to any third party for any reason, including the Documentation, or include the Platform or Services in a service bureau, time sharing, or outsourcing offering;
- (c) interfere with or disrupt the integrity or performance of the Website, Platform or Services, or any information and content contained thereon;
- (d) copy, adapt, modify, prepare derivative works based upon, transfer, publicly display, transmit, or otherwise exploit the Website, Platform or Services, including any function or feature thereof;
- (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download any information and data from the Website, Platform or Services;
- (f) access the Website, Platform or Services in order to build a competitive product or service or otherwise to compete with the Company;
- (g) reverse engineer, disassemble, or otherwise attempt to derive or gain access to the source code or infrastructure of the Website, Platform or Services or any part thereof;
- (h) attempt to probe, scan, or test the vulnerability of the Website, Platform or Services, any of the Company’s system or network or breach any security or authentication measures, or otherwise attempt to benchmark the Website, Platform or Services or the Company’s performance of any services;
- (i) store or transmit code, files, agents, or programs that could harm the Website, Platform or Services or other users, including viruses, worms, time bombs, and Trojan horses;
- (j) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Website, Platform or Services, including any copy thereof;
- (k) post, upload, publish, submit or transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships, that infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral or other Intellectual Property Rights, or rights of publicity or privacy, or that otherwise violates applicable law or regulation; or

- (l) provide any competitor of the Company (including any employee or contractor of such competitor) with access to or use of the Platform or Services (or any part thereof), including by read-only access, direct access through an Authorised User identification and password information, or otherwise.

3.3. You acknowledge and agree that:

- (a) the Company has no obligation to monitor your access to or use of the Website, Platform or Services but has the right to do so for the purpose of operating the Website, Platform or Services, to ensure your compliance with this Agreement or to comply with applicable laws or the order or requirement of a court, administrative agency or other governmental body;
- (b) the Company reserves the right, at any time and without prior notice, to terminate the license granted to you under this Agreement and remove or disable your access to and use of the Website, Platform or Services (or any part thereof) should the Company, at its sole discretion, consider any of your actions or operations to be in violation of this Agreement or is otherwise harmful to the Website, Platform or Services or any users of the Website, Platform or Services; and
- (c) the Company may investigate and prosecute violations of this Agreement to the fullest extent of the law and involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

3.4. Your use of the Website, Platform and Services also shall be subject to the terms and conditions of the [Privacy Policy](https://sg.straitsfinancial.com/privacy/) (<https://sg.straitsfinancial.com/privacy/>) presented or made available when accessing the Website, Platform and/or Services, and any other Documentation and other applicable terms and conditions applicable (collectively the “**User Agreements**”) for the time being in force. You shall ensure that each Authorised User agrees to the terms and conditions of the User Agreements prior to using the Website, Platform and Services.

4. **Services.**

4.1. **Services.** The Company provides the Services via the Website and/or Platform.

4.2. **Updates.** You acknowledge and agree that the Company may regularly update the Website, Platform and Services and reserves the right to add and/or substitute functionally equivalent features for any reason, without notifying you. The Company shall have the right to remove, suspend or discontinue any component, feature, or function of the Website, Platform or Service without any liability towards you. You further agree that all updates to the Website, Platform or Services will be deemed part of the Website, Platform or Services and be subject to all terms and conditions of this Agreement.

5. **User Account**

5.1. In order to access certain features of the Platform or Services, you may be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account on the Platform (“**Account**”). We may require you to create and register such Account directly online on our Website or we may in certain circumstances create and register your Account on your behalf.

5.2. In the creation or registration of your Account, whether by yourself directly on our Website or through us on your behalf, you agree to:

- (a) provide true, accurate, current and complete information about yourself as may be required by the Company (the “**Registration Data**”);

- (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete;
 - (c) not create an Account using a false identity or information, or on behalf of someone other than yourself; and
 - (d) immediately notify the Company in writing by email to sgdigital@straitstfinancial.com if you suspect or become aware of any unauthorised use of your Account or any other breach of security.
- 5.3. You shall be solely responsible for:
- (a) maintaining the strict confidentiality and security of your Account and shall not allow another person to use your Account to access the Platform and Services.
 - (b) all activities on the Platform and all operations of Services that occur under or through the use of your Account. If you are accessing the Platform or using the Services on behalf of your employer or organisation, all such activities will be attributable to and binding on your employer or organisation.
- 5.4. The Company shall not be liable to you for any harm or loss arising from or relating to the theft of your Account, your disclosure of your Account, or the use of your Account by another person or entity.
- 5.5. The Company reserves the right to temporarily or permanently suspend or terminate your Account or impose limits on or restrict your access to and use of the Platform or Services with or without notice at any time for any or no reason including:
- (a) if you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that any Registration Data you provide is untrue, inaccurate, not current or incomplete;
 - (b) if the Company has reasonable grounds to believe you have violated, or are about to violate, the Agreement, including any incorporated agreements, policies or guidelines, or any applicable laws or regulations, or that your Account may have been compromised;
 - (c) if activities occur under your Account which, in the Company's sole discretion, would or might cause damage or losses to the Company or any users (whether yourself or other users), impair the Company's ability to provide the Platform or Services, or infringe or violate any third party rights (including Intellectual Property Rights);
 - (d) in response to requests by law enforcement or other government agencies; or
 - (e) due to unexpected technical or security issues or problems.
- 5.6. You agree not to create an Account or use the Website, Platform or Services if you have previously been banned from the Website, Platform and Services by the Company.
- 5.7. You hereby acknowledge and agree that any or all communications with the Platform may be monitored, captured, recorded and transmitted to the authorities as deemed necessary by the Company in its sole discretion and without further notice.

6. User Content.

- 6.1. You hereby grant the Company a non-exclusive, royalty-free license to access and use User Content during the Term for the purposes of:
- (a) providing the Website, Platform and Services to you;
 - (b) monitoring and improving the performance of the Website, Platform and Services and other internal business purposes of the Company; and
 - (c) creating de-identified versions of User Content.
- 6.2. You represent and warrant that you own or have the legal right and authority, and will continue to own or maintain the legal right and authority, to grant to the Company during the Term the license set forth in **Clause 6.1**.
- 6.3. You acknowledge and agree that
- (a) the Company does not monitor User Content transmitted by you or your authorised User through the Website, Platform or Services, and that the Company shall not be responsible for such User Content;
 - (b) you are solely responsible for making sure that the disclosure and use of data, User Content and information that you or your Authorised Users provide to the Company through the means described herein does not violate any applicable law or infringe upon the Intellectual Property Rights of any third party;
 - (c) you and your Authorised Users, each individually, shall not knowingly post or upload any User Content or data which:
 - (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening;
 - (ii) violates the rights of others, such as data which infringes on any Intellectual Property Rights or violates any right of privacy or publicity; or
 - (iii) otherwise violates any applicable law;
 - (d) the Company may remove any violating content posted on or transmitted through the Website, Platform or Services at any time; and
 - (e) you shall promptly provide written notice to the Company in the event you discover any User Content provided is unlawful, contains errors, or otherwise violates the provisions of this Agreement.
- 6.4. You acknowledge and agree that the Company shall be entitled to:
- (a) collect, access, modify, distribute, audit, reproduce, delete or remove any User Content relating to you, the Authorised Users, and/or the use of the Website, Platform and Services freely and in perpetuity to the extent necessary to:
 - (i) protect you, your Authorised Users and other users of the Website, Platform and Services;
 - (ii) provide, protect, and improve the Company's products and services, whether now in existence or in the future;

- (iii) provide statistical analysis;
- (iv) protect the integrity of any data held by the Company; and
- (v) ensure your compliance with this Agreement and any applicable laws or regulations; and
- (vi) disclose such data and information if required by law, to enforce this Agreement, or to protect the Company's rights or those of other users.

7. Technical Data

- 7.1. It may be necessary for the Company or its affiliates to obtain, receive, or collect Technical Data from you to provide you access to and use of the Website, Platform and Services. You hereby grant to the Company and its affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to:
- (a) compile, use, distribute, display, store, process, reproduce, or create derivative works of the Technical Data;
 - (b) aggregate the Technical Data with other data for use in an anonymous manner for the Company's marketing and sales activities; and
 - (c) exploit aggregated Technical Data and/or provide aggregated Technical Data to third parties, so long as such data is presented in the aggregated format and does not identify you or your Authorised Users.

8. Third Party Materials.

- 8.1. The Company may display, include or make available third-party content or provide links to third-party websites or services (collectively, "**Third-Party Materials**") on the Website, Platform or Services. You acknowledge and agree that any Third-Party Materials you or your Authorised Users access through the Website, Platform or Services are entirely at your own risk.
- 8.2. Without prejudice to the foregoing, you acknowledge and agree that:
- (a) the Company 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 Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials;
 - (c) Third-Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions;
 - (d) the Company 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 you; and
 - (e) the Company 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 you may incur arising out of or in relation to your use of Third-Party Materials, any transactions completed in or through the same, nor for any contract entered into by you or any Authorised User (as the case may be), with any third party.

- 8.3. You shall indemnify the Company against all costs, losses, liabilities and damages which arise from any action or claim against the Company from third parties in respect of your use of, integration and/or interface with Third-Party Materials and related data.

9. Disclaimer of Warranties.

- 9.1. **Services Provided “As Is”.** YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, PLATFORM AND SERVICES ARE PROVIDED BY THE COMPANY ON AN “AS IS,” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE WEBSITE, PLATFORM AND SERVICES AND/OR THE RESULTS THAT MAY (OR MAY NOT) BE ACHIEVED BY USE OF THE PLATFORM AND SERVICES BY YOU OR YOUR AUTHORIZED USERS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-FRINGEMENT, ACCURACY, TIMELINESS OR EFFECTIVENESS AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE, PLATFORM AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND WHILE THE COMPANY HAS USED REASONABLE MEASURES TO MAINTAIN THE CONFIDENTIALITY OF AUTHORISED USERS’ INFORMATION, YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY CANNOT GUARANTEE THE SECURITY OR ACCESSIBILITY OF SUCH INFORMATION. YOU FURTHER ACKNOWLEDGE THAT THE COMPANY USES A THIRD PARTY TO HOST THE WEBSITE, PLATFORM AND SERVICES AND TO STORE USERS’ INFORMATION AND THE COMPANY MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO LIABILITY FOR SUCH THIRD PARTY SERVICES. THE COMPANY MAKES NO WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH OR RESULTS OBTAINED THROUGH USE OF THE WEBSITE, PLATFORM OR SERVICES, AND THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH INFORMATION OR RESULTS.

10. Intellectual Property.

- 10.1. **Ownership.** You acknowledge and agree that the Company and its third-party licensors own all rights, title and interests (including without limitation to Intellectual Property Rights) in and to:
- (a) the Website, Platform, Services, and Documentation;
 - (b) any trade marks, service marks, trade names, domain names, website name, other significant brand features or specific descriptions which will allow a third party to identify the Company and/or its affiliates (collectively, “**Company Proprietary Markings**”);
 - (c) all updates, derivatives and modifications developed or derived therefrom, including without limitation to any software, source and object codes, algorithms, data models (whether or not any of the foregoing have been developed using User Content), technology, web pages, text, pictures, images, audio, video, charts, layout design, and electronic documents, or customisation to the Website, Platform and Services;
 - (d) any reports or data generated by the Company in the course of providing the Website, Platform or Services to you or from User Content uploaded or entered by you to the Platform;
 - (e) any intangible ideas, residual knowledge, concepts, know-how and techniques related to or learned from the Company’s provision of the Website, Platform or Services, including, without limitation, any intangible ideas, residual knowledge, concepts, know-how, and techniques related to any new features for the Website, Platform or Services, whether or not created for you; and

- (f) any operation and technical data relating to the Website, Platform and Services (including without limitation to user Account information, Registration Data, operation records, and service orders).

(collectively, the “**Company Intellectual Property**”).

10.2. Other than the limited license and use rights expressly set forth in this Agreement to the Company Intellectual Property, the Company does not grant you any rights to the Company Intellectual Property and reserves all rights therein.

10.3. You shall not, and shall not permit any other person to:

- (a) access or use the Company Intellectual Property except in accordance with the terms of and otherwise permitted under this Agreement;
- (b) display, use, apply for registration any Company Proprietary Markings;
- (c) represent to any other persons, that you have the right to display, use or to otherwise dispose of the Company Proprietary Markings;
- (d) modify, alter, remove, delete or destroy any Company Proprietary Markings placed upon or contained within the Website, Platform, Services or any Documentation; or
- (e) take any action which would cause the Website, Platform and/or Services or any part thereof to be placed in the public domain or to become open source software.

10.4. **Feedback.** If you propose or provide any ideas, suggestions, recommendations, enhancements, improvements, or other feedback (collectively “**Feedback**”) to the Company, then you hereby assign all rights, title, and interests, including all copyright, patent, trade dress rights and other Intellectual Property Rights, in and to such Feedback to the Company. The Company shall have the right to use and disclose any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in such Feedback in any manner and for any purpose in the Company’s discretion without remuneration, compensation or attribution to you, provided that the foregoing shall not create or imply any obligation on the part of the Company to use such Feedback.

11. **Indemnity.**

11.1. You shall indemnify, defend and hold harmless the Company and its affiliates, and their respective owners, managers, directors, employees, and contractors from and against all direct and indirect losses, damages, liabilities and costs (including reasonable attorneys’ fees) incurred in connection with (i) your use of the Website, Platform or Services or the results obtained therefrom, (ii) any breach of this Agreement by you or your Authorised Users, and (iii) any third party claim arising out of or relating to User Content and the Company’s use thereof, including without limitation if it infringes any Intellectual Property Rights of a third party.

12. **Limitation of Liability.**

12.1. IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF REVENUE OR LOSS OF USE, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO (1) YOUR USE OR INABILITY TO USE THE WEBSITE, PLATFORM OR SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES

PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE, PLATFORM AND SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON PLATFORM; OR (5) ANY OTHER MATTER RELATED TO THE WEBSITE, PLATFORM AND SERVICES.

12.2. IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF MONIES PAID BY YOU TO THE COMPANY IN THE ONE (1) YEAR PERIOD PRIOR TO SUCH CLAIM BEING MADE.

12.3. You hereby acknowledge and agree that the disclaimer of warranties in **Clause 10**, indemnity in **Clause 11** and limitations of liability in this **Clause 12** and in the other provisions of this Agreement and the allocation of risk therein are essential elements of the bargain in the Company's provision of the Website, Platform and/or Services, without which the Company would not have provided the Website, Platform and/or Services or entered into this Agreement.

13. Term and Termination.

13.1. This Agreement shall commence on the date when you accepted this Agreement (as described in the preamble above) and remain in full force and effect while you access or use the Website, Platform and Services, unless terminated earlier in accordance with the Agreement (the "**Term**"). For the avoidance of doubt, you hereby acknowledge and agree that the Agreement commenced on the earlier of (a) the date you first accessed the Website, Platform or Services, or (b) the date you accepted the Agreement.

13.2. Upon any termination of this Agreement:

- (a) all rights and licenses granted to you and Authorised Users shall cease, and you and your Authorised Users shall immediately discontinue use of the Website, Platform and Services;
- (b) your access to the Website, Platform and Services may be barred;
- (c) your Account and related information, files and content associated with or inside your Account (or any part thereof), including your User Content, may be deleted from the Company's data base at the Company's discretion. You acknowledge and agree that the Company will not have any liability whatsoever to you for deletion of your Account or your User Content; and
- (d) where applicable, you shall promptly pay all amounts due to the Company as of the effective date of termination.

13.3. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the termination of this Agreement shall remain in full force and effect, including without limitation to Clause 3 (Use Restrictions), 9 (Disclaimer of Warranties), 10 (Intellectual Property), 11 (Indemnity), 12 (Limitation of Liability), 13 (Term and Termination), 14 (Governing Law and Dispute Resolution) and 15 (General Provisions).

14. Governing Law and Dispute Resolution.

14.1. This Agreement shall be governed by and construed under the laws of the Republic of Singapore.

14.2. Each of SMPL and the Customer submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

14.3. Notwithstanding anything in this clause, except where specifically otherwise stated herein, nothing in this Agreement restricts the right of SMPL to submit disputes to any other court of competent jurisdiction and the Customer agrees to submit to the jurisdiction of such other court, whether concurrently or not.

15. General Provisions.

15.1. **Force Majeure.** The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, strikes or shortages of transportation facilities, fuel, energy, labor or materials. If a force majeure event occurs that affects the Company's performance of its obligations under the Agreement, the Company's obligations under the Agreement will be suspended and the time for the Company's performance of its obligations will be extended for the duration of the force majeure event.

15.2. **No Third-Party Beneficiaries.** No third party who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in this Agreement) shall have any rights to enforce or rely upon any of the provisions of this Agreement.

15.3. **Notice.** Where the Company requires that you provide an e-mail address, you are responsible for providing the Company with your most current e-mail address. In the event that the last e-mail address you provided to the Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, the Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

15.4. **No Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

15.5. **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

15.6. **Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without the Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

15.7. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of this Agreement will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

15.8. **Electronic Signatures.** The parties agree that this Agreement may be executed by way of electronic signatures and that this Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record. The parties further agree that they shall not dispute the validity, accuracy, legal effectiveness or authenticity or enforceability of this Agreement merely on the basis that this Agreement is executed by way of electronic signatures, and that such electronic record shall be final and conclusive of the parties' agreement of any relevant matter as set out in this Agreement.

15.9. **Counterparts.** This Agreement may be executed in any number of electronic, PDF or facsimile counterparts, each of which is deemed an original and all of which together constitute one and the same agreement.

15.10. **Language.** This Agreement is made in the English language only, and any translation of these terms and conditions in another language shall not be binding upon the parties.