

Market for Good

Terms and conditions for Customers

1. Introduction

- 1.1. www.marketforgood.com is an online social marketplace ("Market for Good" or "The Platform") operated by Dagiz Pte. Ltd. (UEN 201813440H) ("Dagiz").
- 1.2. This terms and conditions for the Platform ("Agreement") is a legal agreement between Dagiz and you or the entity that you represent ("you", "your", "Customer").
- 1.3. If you are entering into this Agreement on behalf of a corporation, partnership or other legal entity as an authorised user or representative of an entity ("Authorised User"), you must ensure that you have the authority to bind the entity to these terms and conditions. References to "you" and "your" will refer and apply accordingly to that corporation, partnership or other legal entity that you represent.
- 1.4. You are solely responsible for all activities that occur on or under your account. If you are the designated Authorized User ("Administrator"), you shall agree to ratify all acts done by such other Authorized Users in the exercise or purported exercise of their respective powers, discretion and authority.
- 1.5. You agree to use the Platform upon the terms and conditions set out in this Agreement.
- 1.6. By registering for an account on the Platform, you agree that you have read, understood, and agree to be bound by the terms of the Agreement, and are deemed to have accepted and executed this Agreement electronically, effectively on the date you register your account or click to accept this Agreement. If you do not agree to these terms, you must immediately discontinue your access to, or use of the website and services provided on the Platform.
- 1.7. By agreeing to be bound by the terms and conditions set out in this Agreement, you represent that you are above the age of 18. If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country, you must get permission from a parent or a legal guardian to open an account and that a parent or a legal guardian must agree to the terms of this Agreement. If you are the parent or legal guardian of a minor who is creating an account, you must accept this Agreement on the minor's behalf and you will be responsible for all use of the account or company services using such account, whether such account is currently open or created later. Registration to the Platform is available only to individuals, companies or legal persons who can form legally binding contracts under the applicable law.
- 1.8. If you use the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 1.9. If you become aware, have concerns, or believe that there is any improper use or disclosure of your username and password, please contact our Customer Service at info@marketforgood.com or reach us through the Contact Us form, so that a new username and password may be allocated to you. For the avoidance of doubt, we shall not be liable for any loss or damage arising from unauthorized use of your password and your failure to comply with this Clause. We reserve the right to disclose information about you and other users in order to comply with any applicable laws and/or requests under the legal process to safeguard the interests of users.

- 1.10. Please review our Privacy Notice, which also governs your visit to Market for Good, to understand our practices. The personal information / data provided to us by you during the course of usage of Market for Good will be treated as strictly confidential and in accordance with the Privacy Notice and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.
- 1.11. This Agreement incorporates and you hereby accept and agree to the Privacy Policy, Copyright Notification, and any other applicable policies, notices, procedures, specifications, FAQs, guides and guidelines that are provided or made available to you on the Platform, and the online portal and tools made available by the Platform to you ("Customer Admin Panel") or are referenced in this Agreement and which we may modify from time to time (collectively, the Policies"). In the event of any conflict between one or more of the Policies and the terms in this Agreement set forth below, the terms in this Agreement will prevail unless the Policy expressly states that it supersedes any term of this Agreement and applicable law does not prohibit the Policy from superseding the applicable term.

2. **Terms of use**

- 2.1. To register for an account on Market for Good ("Account"), you must provide complete and accurate registration information, and maintain updated registration information promptly upon any change so that it is at all times complete and accurate. We reserve the right to refuse to provide or discontinue the use of the Platform to any person or entity, or close the Account of any person or entity, in each case at any time for any reason or if we believe there has been a breach of this Agreement.
- 2.2. Accounts may be accessed through the Customer Admin Panel as provided on the Platform. In connection with the registration of an Account, you must provide to us upon our request the following information, including but not limited to your contact and billing information (e.g., name, organization name and address, phone number, e-mail address), a good and services tax ("GST") number if relevant, contact details of the main contact person, general profile information about your organization (e.g., organization description, social values, classification), and any other information that we may require or that may be required by us to allow you to use the Platform.
- 2.3. When registering an Account, you must select a unique username and password. You are responsible for maintaining the secrecy and security of your password. You should not disclose your password to any third party (other than third parties authorized by you to use your Account). You will initiate transactions (and provide consent for such transactions) through the use of your password. Once you have consented to a payment authorization or order, you may not revoke your authorization or otherwise withdraw your consent to the execution of the transaction. The payment authorization or order will be deemed to be received in accordance with the payment terms as set out in the quotation as agreed with the vendor on Market for Good ("Vendor").
- 2.4. We may delay, suspend or reject a transaction from you or otherwise suspend an Account if we suspect that the transaction or Account is being used without authorization, fraudulently, suspiciously or is otherwise unusual based on prior transaction activity and application of our internal fraud controls.
- 2.5. You shall only use the Platform pursuant to purpose contemplated under this Agreement. You shall not attempt to modify or make derivative works based on the Platform, or attempt to reverse engineer the Platform with the intention of creating a competitive product or service. You acknowledge that any damages suffered or incurred by us may not provide an adequate remedy for breach of this clause and we will be entitled to seek injunctive relief to prevent the occurrence or continuance of any alleged breach.
- 2.6. You may use the software provided under Market for Good ("Market for Good Software") solely for purposes of enabling you to use and enjoy the Market for Good Services as provided by Market for Good, and as permitted by these terms and conditions. You may not incorporate any portion of the Market for Good Software into your own programs or compile any portion of it in

combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Market for Good Software or otherwise assign any rights to the Market For Good Software in whole or in part. You may not use the Market for Good Software for any illegal purpose. We may cease to provide any Market for Good Software and we may terminate your right to use any Market for Good Software at any time. Your rights to use the Market for Good Software will automatically terminate without notice from us if you fail to comply with any of these Market for Good Software Terms, the Conditions of Use or any other Terms. Additional third party terms contained within or distributed with certain Market for Good Software that are specifically identified in related documentation may apply to that Market For Good Software (or software incorporated with the Market for Good Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any Market for Good Service is the property of Dagiz Pte Ltd and protected by laws of Singapore including but not limited to any other applicable copyright laws. When you use the Market for Good Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties.

- 2.7. In order to keep the Market for Good Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.
- 2.8. You agree, understand and acknowledge that the Platform is an online platform that enables you to purchase products and services listed on the website at the price indicated therein at any time from any location. You further agree that we are only a facilitator and is not and cannot be a party to or control in any manner any transactions on the Platform. Accordingly, the contract of sale order on the Platform shall be a strictly bipartite contract between you and the Vendors.

3. **Access to Market for Good**

- 3.1. We will do our utmost to ensure that availability of the Platform will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the Platform may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

4. **Terms of purchase**

- 4.1. Please read these conditions carefully before placing an order for any products with the Vendors on the Platform. These conditions signify your agreement to be bound by these conditions.
- 4.2. When you, as a Customer, purchase products and/or services on the Platform, the contract for sale is formed between yourself and the Vendor. Upon the placing of an order to purchase a product and/or service from the Platform, you will receive an e-mail confirming receipt of your order and containing the details of your order and the relevant payment terms from the Vendor(the "Quotation")(the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, but does not confirm acceptance of your offer to buy the product(s). the order between yourself and the Vendor is only finalised upon the receipt of a confirmation from you on the Quotation and an e-mail confirmation is sent to you that the confirmation to the Quotation is received (the "Quotation Confirmation E-mail").
- 4.3. The Vendor and you will be entirely responsible for the sale contract between yourselves, the listing of goods, warranty of purchase and the like. We are not involved in the transaction between you and the Vendor.
- 4.4. Every order or inquiry that you make on the Platform will not be discussed or implemented outside the Platform. All correspondence between you and the Vendor from the initial query

through to the final delivery of the products and/or services shall only be conducted through the Platform. Exchange of personal contact information, communication or any other information relating to the products and/or services listed on the Platform whether via personal email, phone in person or any other means is strictly prohibited. We invest in driving traffic to your pages on the Platform and therefore reserve the right to remove you from the Platform in case of violation of this clause.

- 4.5. The estimated delivery time will be stated on the Vendor's store and in the Quotation The Vendor is responsible for shipping your product(s) and delivery times may vary depending on the availability of the products, manufacturing time and your delivery address/ addresses and customization process.
- 4.6. You must comply with all export and import restrictions that may apply to goods, software, technology and services in your country.
- 4.7. All delivery times displayed on the Platform are estimates only, based on the information provided to the Vendor by its shipping company. The Vendor will do their best ensure that your order is delivered by the estimated delivery date, but there may be circumstances which are beyond their control.
- 4.8. You confirm that the products and/or services ordered by you are not for re-sale. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the Platform.
- 4.9. To cancel your order, please contact the Vendor and us as soon as possible.
- 4.10. You cannot cancel orders where the products are either customized, personalized or has already been manufactured at the time of cancelation.
- 4.11. You agree to pay the purchase price specified on the Platform at the time that you place your order for the purchase of a product, and any applicable shipping and insurance charges based on the shipping options selected by you. All amounts are stated in Singapore dollars, but you may see the items in a currency of your choice for your reference. The final purchase price will be charged in Singapore dollars. If you had chosen to see the items in a currency of your choice, the final purchase amount charged might be different from the value displayed.

5. Returns

- 5.1. If you've received them in a condition that is physically damaged, has missing parts or accessories, defective or different from their description on the product detail page on Market for Good, we may request that you return the products to us. Returns will be processed only if:
 - (a) It is determined that the product was not damaged while in your possession;
 - (b) The product is not different from what was shipped to you;
 - (c) The product is returned in original condition (with all the accessories therein).
- 5.2. In such cases, you may return products within the applicable return window of time of 10 business days You will then be offered a replacement or a repair of the faulty item, or store credits, to our sole discretion.
- 5.3. Please note that store credits are valid for 6 months from the date of issue, unless specified otherwise.
- 5.4. Products may not be eligible for return in some cases, including cases of customer's remorse such as incorrect model, logo, or color of product ordered or incorrect product ordered.
- 5.5. Products marked as "non-returnable" on the product detail page cannot be returned.

- 5.6. Products that are customized or personalized cannot be returned.
- 5.7. Products may be eligible for replacement only if the same Vendor has the exact same item in stock.
- 5.8. If the replacement request is placed and confirmed, and the Vendor does not have the exact same product in stock, we may provide a refund by way of store credits.

6. Pricing and availability

- 6.1. As far as we can, we list availability information for products, goods and services sold by us on the Platform, including on each product information page. Beyond what we say on that page or otherwise on the Platform, we cannot be more specific about availability.
- 6.2. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, you will be informed by e-mail if any products you order turn out to be unavailable.
- 6.3. All prices are inclusive of Goods and Services Tax ("GST"), duties and cesses as applicable - unless stated otherwise.
- 6.4. Shipping and any insurance charges will be shown separately.

7. Taxes

- 7.1. You shall be responsible for payment of all applicable taxes and duties payable associated with the purchase of products, goods and services from the Platform. Depending on your delivery address, you may need to pay import duties upon receipt of the products. You will be responsible for payment of any such import duties and taxes that are not included in the payment amount. If you are unsure, please contact your local customs office for further information before placing your order, or contact our Customer Service at info@marketforgood.com or reach us through the Contact Us form.

8. Health & Safety

- 8.1. By purchasing any product from us, you acknowledge that you and/or the entity you represent, will take reasonable health and safety guidelines when using the goods, products and/or services bought on Market for Good.

9. Your Conduct

- 9.1. You must not use the Platform in any way that causes, or is likely to cause, the Platform or access to it to be interrupted, damaged or impaired in any way You understand that you, and not Market for Good, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the Platform for any of the following:
 - (a) for fraudulent purposes, or in connection with a criminal offense or other unlawful activity
 - (b) to send, use or reuse any material that does not belong to you;
 - (c) is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right;
 - (d) is otherwise injurious to third parties; or relates to or promotes money laundering or gambling;

- (e) is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam; or
- (f) to cause annoyance, inconvenience or needless anxiety, or to stalk or otherwise harass another.

10. Reviews, comments, communications, and other content

- 10.1. Users of this Platform may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. We reserve the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of Market for Good violates these terms and conditions and, or terminate your permission to access or use this Platform.
- 10.2. If you do post content or submit material, and unless we indicate otherwise, you
 - (a) grant us a non-exclusive, royalty-free, irrevocable, perpetual and fully sublicensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and
 - (b) grant us the right to use the name that you submit in connection with such content, if they choose.
- 10.3. You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at its request.
- 10.4. You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the Platform; that, as at the date that the content or material is submitted to Market for Good: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Market for Good policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. You agree to indemnify us for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

11. Claims against Objectionable Content

- 11.1. Because Market for Good lists many products for sale offered by Vendors on the Platform and hosts many comments, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, Market for Good operates on a "notice and takedown" basis. If you believe that any content on the Platform is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of Singapore or friendly relations with foreign states; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, ("Objectionable Content"), please notify us immediately. Once this procedure has been followed, Market for Good will

make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

12. Copyright, authors' rights and database rights

- 12.1. All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Dagiz Pte Ltd or its content vendors and is protected international copyright, authors' rights and database right laws. The compilation of all content on this Platform is the exclusive property of Dagiz Pte Ltd and is protected by international copyright and database right laws. All software used on this website is the property of Dagiz Pte Ltd and or its software vendors and is protected by international copyright and author' rights laws.
- 12.2. You may not systematically extract/ or re-utilise parts of the contents of the Platform without our (as may be applicable) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without our (as may be applicable) express written consent. You may also not create and/ or publish your own database that features substantial (for example, prices and product listings) parts of this website without our (as may be applicable) express written consent.

13. Intellectual Property Claims

- 13.1. You may use the Market for Good Materials only for your internal purposes and solely as necessary for your use of the Platform. "Market for Good Materials" include any software, data, materials, content and printed and electronic documentation developed and provided by us to you for download from the Platform.
- 13.2. You may not use our designs, graphics, logos, page headers, button icons, scripts, and service names (collectively, "Trademarks") in connection with the Platform. You acknowledge that we are the sole owners of the Trademarks. You also acknowledge that this Platform and all related content are subject to copyright and possibly other intellectual property rights (collectively, the "Intellectual Property Rights"). Our Intellectual Property Rights may not be used, including without limitation as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.
- 13.3. Market for Good respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please contact us immediately
- 13.4. All other trademarks not owned by us that appear on the Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. We may use your name, logo, service name or trademarks as designated by you solely as necessary to provide our services on the Platform in accordance with our Policies.
- 13.5. By submitting content on the Platform, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to us. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Platform, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of content to the Platform. You hereby grant us and our successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such content contribution on, through or in connection with the offering of products on the Platform in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the products and/or services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be

transmitted over various networks and changed to conform and adapt to technical requirements.

- 13.6. You must not reprint or electronically reproduce this Platform or any related content, or create and/or publish your own database which features a substantial part of the Platform, in whole or in part for any other purpose, unless prior written consent is obtained from us
- 13.7. Other than the limited use and access rights and licenses expressly set forth in this Agreement, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to the Trademarks, and any other technology, software and intellectual property that we provide, make available or use to provide the services available on the Platform. Except for the limited use and access rights described in this Agreement, you do not, by virtue of this Agreement, acquire any ownership interest or rights in our Intellectual Property Rights, or such other technology, software or intellectual property provided or made available by us.
- 13.8. You may not issue any press release or make any public statement related to the Platform, or except as expressly provided in this Agreement, use our name, trademarks or logo in any way without our advance written permission, or misrepresent or embellish the relationship between us in any way.

14. Exclusions of and limitations on liability

- 14.1. You acknowledge that we merely seek to assist and facilitate the sale transaction between you and the Vendor, and accordingly, we are not a party to, and have no obligations under or in relation to, any agreement that is formed between you and the Vendor for the sale and purchase of any product and/or service that you purchase on the Platform.
- 14.2. You acknowledge and undertake that you are accessing the services on the Platform and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the Platform. You further acknowledge and undertake that you will use the Platform to order products, goods, or services for business purposes. We shall neither be liable nor responsible for any actions or inactions of Vendors nor any breach of conditions, representations or warranties by the Vendors or manufacturers of the products goods, or services and hereby expressly disclaim and any all responsibility and liability in that regard.
- 14.3. We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product, goods, experiences, or services or pricing information and/or specifications) on the Platform. While we have taken precautions to avoid inaccuracies in content, this website, all content, information (including the price of products, goods, or services), software, products, goods, services and related graphics are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the sale or purchase of any products, goods, or services on the website. At no time shall any right, title or interest in the products, goods and services sold through or displayed on the website vest with Market for Good nor shall we have any obligations or liabilities in respect of any transactions on the Platform.
- 14.4. You shall indemnify, defend and hold harmless us and our respective officers, directors, agents and employees, from any and all third-party claims, costs, actions, suits or demand, and all related losses, damages, liabilities, judgements, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorney's fees) (each, a "Claim") arising out of any third party claim, action, audit, investigation, inquiry, or other proceeding instituted by a third-party person or entity that arises out of or relates to: (a) your non-compliance with applicable laws; (b) any actual or alleged infringement, misappropriation or violation of any third-party rights or applicable law by your trademarks used in connection with your use of the Platform; or (c) actual or alleged breach of any representations you have made.
- 14.5. You will ensure that at all times (a) all computer hardware and software you use to access and interoperate with the Platform is equipped and functions with up-to-date software and protection

against viruses; and (b) that information supplied electronically to us and to the Platform is submitted free from viruses.

- 14.6. You hereby expressly release Dagiz Pte Ltd and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.
- 14.7. You acknowledge and agree that:
- (a) it is not feasible for us to ensure that the Platform is available at all times or that it is error-free or virus-free and the internet is not necessarily a secure or reliable method of communication;
 - (b) you should retain a copy of your Account information so that it be can reloaded to a separate platform if necessary; and
 - (c) we are not liable for any failure to properly send or receive communications (including orders from Customers) via the internet, or to make available the Platform, due to any interference or failure.
- 14.8. All express or implied warranties, representations, statements, or its subject matter (including the Platform) that are not contained in this set of terms and conditions under this Agreement are excluded to the maximum extent permitted by law.

15. Other Businesses

- 15.1. Parties other than us may operate stores, provide services, or sell product lines on Market for Good. For example, social enterprises and charities also offer their products and/or services via other e-commerce websites. In addition, we may provide links to the websites of certain other businesses. We are not responsible for examining or evaluating, and we do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their websites. We do not assume any responsibility or liability for the actions, products, and content of any of these and any other third-parties. You can tell when a third-party is involved in your transactions, and we may share customer information related to those transactions with that third-party. You should carefully review their privacy statements and other conditions of use

16. General Provisions

- 16.1. This Agreement is in the English language, and you agree that we will communicate with you and you will communicate with us in English during the term of this Agreement. When you visit Market for Good, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. By registering for the Account and accepting the terms of this Agreement, you affirmatively consent to receive notices electronically from us. We may provide all communications and information related to the Platform and your Account, including without limitation agreements related to the Platform, amendments or changes to such agreements or any policies, disclosures, notices, transaction information, statements, responses to claims and other customer communications that we may be required to provide to you by law (collectively, "Communications") in electronic format. Communications may be posted to the portal or sent by e-mail to the e-mail address we have on file for you, and all such Communications will be deemed to be in "writing" and received by and properly given to you. You are responsible for printing, storing and maintaining your own records of Communications, including copies of this Agreement. This condition does not affect your statutory rights, including your right to request a copy of this Agreement at any time. You can contact us about the Platform by visiting the "Contact Us" link on the Portal.
- 16.2. We may modify the terms of this Agreement, any associated Policies, or the features of the Platform, at any time. We will notify you of any updated Agreement or Policies by posting it to our Platform. Any changes to a Policy will be effective upon the earlier of posting to our Platform or when otherwise communicated to you. Any other change to this Agreement will be effective sixty (60) days after the earlier of the date of posting to our Platform or of your receipt of our

communication regarding the change. If you do not agree to any change to this Agreement, any Policies or feature of the Platform, you may terminate this Agreement by contacting us through Contact Us and closing your Account. You will be deemed to accept the changes to our Policies if you do not terminate this Agreement after the earlier of the date the updated Policy has been posted to our Platform or otherwise communicated to you, and you will be deemed to accept the changes to this Agreement (other than Policy changes) if you do not terminate this Agreement within 60 days after the earlier of the date the updated Agreement has been posted to our Platform or otherwise communicated to you. You are at all times responsible for reading and understanding each version of this Agreement and our Policies.

- 16.3. Nothing in this Agreement is intended to or creates any type of joint venture, employee-employer, escrow, partnership, or any fiduciary relationship between you and us. Neither party is authorised to, and will attempt to, create or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other party.
- 16.4. To be effective, any waiver by a party of any of its rights or the other party's obligations under this Agreement must be made in a writing (excluding, for the purposes of this Clause 16.1, e-mail) signed by the waiving party. No failure or forbearance by either party to insist upon or enforce performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise constitutes a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather, the same will be and remain in full force and effect.
- 16.5. Agreement will be binding on us unless set forth in a written document signed by us
- 16.6. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website.
- 16.7. We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.
- 16.8. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect and, upon our request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement and the rest of the Agreement remains in full force and effect.
- 16.9. These conditions are governed by and construed in accordance with the laws of Singapore. You agree, as we do, to submit to the exclusive jurisdiction of the courts in Singapore.
- 16.10. This Agreement, including without limitation the Policies, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter of this Agreement. Except as expressly provided above, no modification or amendment of this.

DAGIZ PTE. LTD.

Last updated on 30/10/2020