



TERMS OF SERVICE

Last Updated On: 14 Jun 2024

Please read these terms and conditions of service (the “**Conditions**”) carefully, as they govern your access and use of our mobile and web-based digital solutions platform named “AiR Digital” (the “**Platform**”). The Platform and the Materials are provided to you by AiR Digital Solutions Pte. Ltd. (“**AiR Digital**”, “**we**” or “**us**”).

By continuing to access and/or use our Platform, you acknowledge that you are at least eighteen (18) years of age and have read and understood these Conditions and are unconditionally consenting/agreeing to be legally bound by them. If you do not agree to all of these Conditions, you must not use or access our Platform. This is a contract between you as the user of our Platform (“**you**” or “**your**”) and AiR Digital that governs your access and use of our Platform.

For the avoidance of doubt, you hereby agree and acknowledge that these Conditions are concluded between you and us only, and not with any other party and that we are solely responsible for the Platform and the content thereof in accordance with the Conditions hereof.

Headings are inserted for convenience and shall not affect the interpretation of these Conditions.

1 Definitions

“**Applicable Law**” means the laws of Singapore, as may be amended from time to time.

“**Intellectual Property Rights**” or “**IPR**” shall have the meaning as set forth in Clause 3.2.

“**Login ID**” means a set of user credentials (including a username and password) that enables you access to the Platform.

“**Materials**” means information and materials located or hosted on, or linked to our Platform.

“**Personal Data**” means data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the organisation has or is likely to have access.

2 Grant of Licence of the Platform

AiR Digital grants you a limited, revocable, non-transferable, non-sub licensable and non-exclusive license to access and use the Platform subject to your compliance with the Conditions hereof in addition to the terms of the licensing agreement you have entered into. The grant of this licence does not constitute a transfer or sale of the Platform or any copy thereof, and we retain all right, title, and interest in and to the Platform, including any Intellectual Property Rights therein. For the avoidance of doubt, the Platform is licensed, not sold, to you by us pursuant and subject to these Conditions and any other applicable terms and conditions imposed by any other online marketplaces.

3 Intellectual Property

3.1 We are the owner or the licensee of the copyright and all other Intellectual Property Rights subsisting in our Platform and its content. Nothing herein or otherwise shall be construed as an assignment or transfer

of our rights in the Intellectual Property Rights subsisting in our Platform and its content. All our rights are fully and expressly reserved.

- 3.2 For the avoidance of doubt, “Intellectual Property Rights” mean any copyright, rights in software, rights in databases, patents and rights in inventions, trademarks, rights in domain names, designs, know-how, trade secrets and other rights in confidential information, in each case whether registered or unregistered including applications for registration and the right to apply for registration for any of the rights listed above that are capable of being registered anywhere in the world, and all other rights having equivalent or similar effect anywhere in the world.
- 3.3 The content available on our Platform may not be reproduced, distributed, transmitted, published, displayed, broadcast, stored, adapted, licensed, altered, hyperlinked or otherwise used in any manner or by any means without our prior written consent. You may not, without our prior written consent, insert a hyperlink to our Platform (or any part thereof) on any other Platform or “mirror” or frame any content available on our Platform on any other server or Platform.
- 3.4 No license or right is granted to you, and your access to our Platform and/or use of Platform, should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the trademarks, tradenames or logos appearing on our Platform.
- 3.5 If you propose or provide any ideas, suggestions, recommendations, enhancements, improvements, or other feedback (collectively “Feedback”) to us, 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 us. We 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 our discretion without remuneration, compensation or attribution to you, provided that the foregoing shall not create or imply any obligation on the part of us to use such Feedback.

4 Use of the Platform

- 4.1 You are entitled to access and use the Platform in accordance with these Conditions.
- 4.2 Each user is only issued with one Login ID, and sharing of Login IDs is strictly prohibited. If you disclose your Login ID to someone else, you are deemed to have authorised that person to act on your behalf and you will be responsible for any use whatsoever of the Platform by that person. You must notify us immediately if your Login ID has been compromised.
- 4.3 You agree that you shall not:
 - (a) modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Platform;
 - (b) rent, lease, sub-license, reproduce, republish, transmit, distribute or make any copies of the Platform, in whole or in part, in any form or media or by any means, except with our prior written consent, such as to:
 - i. create or compile, directly or indirectly, any collection, compilation or other directory from any content displayed on the Platform;

- ii. copy any content displayed through the Platform or “mirror” the Platform or any parts thereof on any other server or wireless or internet-based device, including reproducing any third-party product content and reviews, for republication in any format or media; or navigational structure or presentation of the Platform or its content elsewhere; or
 - iii. conduct competitive research, data mining or scraping activities on the Platform, unless an exception applies under applicable law;
- (c) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform;
 - (d) use the Platform in any manner that could damage, disable, overburden, or impair the operation of the Platform, or interfere with any other persons’ access to and use of the Platform;
 - (e) use any device, software or routine, including, but not limited to, any viruses, Trojan horses, worms, time bombs or cancel bots intended to damage or interfere with the proper working of the Platform and/or to intercept or expropriate any content, system, data or Personal Data from the Platform;
 - (f) upload any form of material deemed harmful to the reputation of AiR Digital, including material which may be (i) damaging to computer systems or data of other users (ii) pornographic, illegal, insulting, libelous or otherwise inappropriate; (iii) copyrighted or protected;
 - (g) transmit or link to viruses, worms, defects, Trojan horses, malware or any other items that may introduce security vulnerabilities to the Platform or harm the devices of other users;
 - (h) use the Platform for any purpose that is unlawful or prohibited by these Conditions; and/or
 - (i) do or permit any act which is directly or indirectly likely to prejudice our Intellectual Property Rights or those of any third party in relation to your access and use of the Platform and the Materials, such as commercially exploit any part of the Platform without our permission. For the avoidance of doubt, you are not permitted to modify or make derivative works based on the Platform, its content or any part thereof in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose save where specifically permitted in writing by AiR Digital.
- 4.4 You shall comply with all Applicable Law with respect to your access and use of the Platform under these Conditions, including but not limited to all Applicable Law that applies to the technology used or supported by the Platform.

5 Disclaimer of Warranties and Exclusion of Liabilities

- 5.1 YOU EXPRESSLY AGREE THAT YOUR INSTALLATION, ACCESS AND USE OF THE PLATFORM AND THE MATERIALS IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND THE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE HEREBY EXCLUDE AND DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE ALSO DO NOT WARRANT THAT THE OPERATION OR AVAILABILITY OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE

CORRECTED OR THAT THE PLATFORM WILL BE FREE FROM ERRORS OR DEFECTS AND/OR THAT THE MATERIALS AND DATA GENERATED BY THE PLATFORM IS ACCURATE OR COMPLETE.

- 5.2 You acknowledge that your access of the Platform presents the possibility of human and machine errors, inaccuracies, omissions, delays, and losses, including the inadvertent loss of data which may give rise to loss or damage suffered by you, and you agree and undertake that you shall not hold us liable in any way whatsoever for the said loss or damage.
- 5.3 To the extent permitted by law, you agree that we shall not be liable to you in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any:
- (a) loss of your data (including Personal Data) whatsoever; or
 - (b) indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Platform, including but not limited to your access and use of the same. For the purposes of this clause, indirect or consequential loss or damage includes, without limitation, loss of existing or anticipated revenue or profits, anticipated savings or business, loss of data (including Personal Data) or goodwill, business interruption, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- 5.4 We assume no responsibility for the activities or conduct of other users of the Platform.
- 5.5 You acknowledge that the Platform will not always be available due to upgrades, maintenance and the nature of the Internet, and we shall not be liable to you for any losses or damage as a result of any upgrades and maintenance to the Platform and interruption to Internet access.
- 5.6 We retain absolute discretion in determining whether or not to provide maintenance and support services for the Platform, and if so, the type of maintenance and support services.
- 5.7 We will not be liable to you for any liability, loss, damages, actions, claims, demands, costs, legal expenses, professional and other expenses of any nature whatsoever (including legal costs on a full indemnity basis) caused by any unauthorised access to the Platform via the Internet or any other means. You acknowledge that you are responsible for all loss, damage and costs caused by viruses. It is your responsibility to apply whatever protection measures you consider appropriate, including maintenance of firewall, internal network security, and virus scanning of all software installation, including the Platform.

6 Force Majeure

Without prejudice to Clause 5, we shall have no liability to you under these Conditions if we are prevented from or delayed in providing the Platform, or from carrying on our business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or default of suppliers or sub-contractors.

7 Indemnity

You agree to indemnify, defend and hold us, our employees, officers and/or agents, harmless from and against all claims, demands, actions, losses, damages, costs and expenses (including legal fees), arising out

of and/or in connection with your breach of these Conditions and/or your failure to comply with any Applicable Law or regulations.

8 No Representations

8.1 Without prejudice to the generality of the disclaimers set out above, you agree that the Materials of this Platform, including but not limited to any information relating to

- (a) AiR Digital's statutory duties, functions and powers; and
- (b) AiR Digital's regulatory policies, frameworks, projects, initiatives, plans, schemes, objectives and instruments,

shall not be construed as constituting any promise or representation by AiR Digital to you or any third party that AiR Digital will or will not adopt any particular course of action, or confer any particular benefit upon you or any third party. The Materials of this Platform shall not preclude, limit or constrain AiR Digital's exercise of its rights, powers and discretion in any way nor compel, require or oblige AiR Digital to exercise its rights, powers and discretion in any particular manner or to achieve any particular outcome.

8.2 You further agree that you shall not rely on any Materials of this Platform to claim or assert any form of legitimate expectation against AiR Digital, whether procedural or substantive in nature, in respect of any action that AiR Digital may or may not take in the exercise of its discretion as a public authority.

8.3 AiR Digital reserves the right to change, modify, add to, derogate from or vary its position in respect of any regulatory policies, frameworks, projects, initiatives, plans, schemes, objectives and instruments referred to on this Platform at any time in AiR Digital's sole and absolute discretion without prior notice to you.

8.4 You shall obtain your own professional and/or legal advice and conduct all necessary due diligence, including but not limited to making such other investigations or seeking clarifications as may be appropriate, as regards any decision or action that you intend to take in relation to any matter concerning the Materials of this Platform.

9 Third Party Links

9.1 The Platform may contain third party links. Should you leave Platform via such a link, the content that you view in such linked web page or website and/or application owned or operated by third parties is not provided or controlled by us. We have not developed or reviewed, and are not responsible for the consequences of your accessing the linked web page or website and/or application, and/or the content at those web pages or website and/or applications. We make no guarantee, representation or warranty as to, and have no liability for, any content at those websites and/or applications, including, but not limited to, guarantees, representations and warranties regarding truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, non-infringement, suitability, satisfactory quality, merchantability or fitness for any particular purpose or any representations or warranties arising from usage, custom or trade or by operation of law.

9.2 Any such link to other linked web pages or websites and/or applications on our website or Platform does not constitute an endorsement, authorisation, verification or representation that we are affiliated with

the operators or owners of those linked websites, applications or the contents contained therein.

- 9.3 You agree that your access to and/or use of such linked web pages or websites and/or applications is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.
- 9.4 To the extent you choose to use the products or services provided by linked web pages, websites and/or applications, you are solely responsible for compliance with any Applicable Law. We reserve the right to change, suspend, remove, disable or impose access restrictions or limits on any linked web pages, websites and/or applications at any time without notice or liability to you.

10 Personal Data

- 10.1 Protecting your Personal Data is important to us. Please review our Privacy Statement at <https://www.airdigital.sg/privacy-policy/> which provides an explanation of how we may process the Personal Data collected in the course of your use of the Platform.
- 10.2 Should you have any feedback or enquiries relating to your Personal Data, please contact us at dpo@airdigital.sg.

11 Suspension, Cancellation and Termination of Platform

We reserve the right to suspend, cancel or terminate your access and use of the Platform for any reason at our sole discretion. To the extent allowed by Applicable Law, we may restrict, suspend, cancel, block, terminate, disqualify or discontinue your access and use of the Platform at any time without notice for any reason, including but not limited to any potential or actual breach of these Conditions.

12 Changes to these Conditions

We may, from time to time and at any time, update or revise these Conditions. We will use commercially reasonable methods to notify you of such revisions, such as by posting a revised version on our Platform. Such update or revision is effective upon publication on our Platform. You are responsible for ensuring that you have read the most current version of these Conditions. Your continued access and/or use of our Platform will be deemed to constitute your conclusive acceptance of the updated or revised Conditions. The Materials are subject to change including, without limitation, modification, deletion or replacement thereof without notice.

13 Governing law and jurisdiction

- 13.1 These Conditions entered into with you for your access or use of our Platform, are governed by and shall be construed in accordance with the laws of Singapore.
- 13.2 The Parties shall use their best efforts to negotiate in good faith and settle any dispute arising out of or in connection with these Conditions, including any question regarding its existence, validity or termination. In the event that the Parties fail to resolve such dispute within thirty (30) days from the commencement of such good faith negotiations, either Party shall be entitled to refer the dispute to the Singapore International Arbitration Centre (“SIAC”) in accordance with the Rules of the SIAC as modified or amended from time to time (the “Rules”) by a sole arbitrator appointed by the mutual agreement of you and us (the “Arbitrator”). If we are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of SIAC in accordance with the Rules. The seat and venue of the arbitration shall be Singapore, in the English language.

14 General

- 14.1 These Conditions are the entire agreement between you and us in relation to your access and use of our Platform and shall supersede any previous communications (whether written, oral or otherwise), discussions or letters relating to the same.
- 14.2 If any provision of these Conditions, in whole or in part, is held to be illegal, invalid or unenforceable under any enactment or rule of law or by any court in any jurisdiction: (i) such provision or part will, to that extent, be deemed not to form part of these Conditions, but the legality, validity and enforceability of the remainder of these Conditions is not affected; and (ii) the legality, validity and enforceability of that or any other provision or part under any other jurisdiction will not be affected.
- 14.3 If any provision of these Conditions, in whole or in part, is held to be illegal, invalid or unenforceable under any enactment or rule of law or by any court in any jurisdiction: (i) such provision or part will, to that extent, be deemed not to form part of these Conditions, but the legality, validity and enforceability of the remainder of these Conditions is not affected; and (ii) the legality, validity and enforceability of that or any other provision or part under any other jurisdiction will not be affected.
- 14.4 No delay in enforcing any provision of these Conditions will be construed to be a waiver of any rights under that provision.
- 14.5 The right to access and use our Platform is personal to you, and you may not transfer or assign to a third party any of your rights and obligations as defined in these Conditions. We may freely assign, transfer or sub-contract these Conditions or our rights and obligations under these Conditions, in whole or in part, without your prior consent or prior notice to you.
- 14.6 These Conditions are entered into between you and us. For the avoidance of doubt, except as expressly stated in these Conditions, a person who is not a party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms of these Conditions.
- 14.7 You agree that no joint venture, partnership, employment, or agency relationship will exist between you and us as a result of these Conditions and/or your access and use of the Platform.

15 Contact Information

- 15.1 If you have any questions about these Conditions, or if you wish to send us any notices in relation to these Conditions, you may contact us at:

Company Name: AiR Digital Solutions Pte. Ltd.

Address: Temasek Boulevard
#16-01 Suntec Tower One
Singapore 038987
Email: dpo@airdigital.sg

- 15.2 Any notice that we intend to give to you may be carried out by sending such notice to you through the Platform or to any contact information you may have provided us with through the Platform or otherwise. You are deemed to have received notice of the same upon us sending such notice to you through the



Platform or to any contact information you may have provided us with through the Platform or otherwise.