



## End User License Agreement

Last Updated On 14 June 2024

PLEASE READ THE TERMS AS HEREAFTER SET FORTH (THIS “**AGREEMENT**”) CAREFULLY BEFORE USING THE FLEET MANAGEMENT PLATFORM (“**PLATFORM**”) AVAILABLE AT <https://cloud.airdigital.sg> OR INSTALLING THE APP VERSION OF THE PLATFORM. THE PLATFORM IS A SOFTWARE-AS-A-SERVICE SOLUTION PROVIDED BY US PURSUANT TO THE GENERAL TERMS AND CONDITIONS AND A QUOTATION (“**MAIN AGREEMENT**”) BETWEEN US AND WHOM YOU ARE OBTAINING ACCESS TO THIS PLATFORM THROUGH (“**COMPANY**”). BY USING THE PLATFORM ON YOUR COMPUTER OR MOBILE DEVICE (“**DEVICE**”), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This Agreement is made between AiR Digital Pte. Ltd. (Company Registration Number: 202405600M), a company incorporated in Singapore and having its registered office at 7 Temasek Boulevard #16-01 Suntec Tower One Singapore 038987 (“**AiR Digital**”, “**us**”, “**we**” or “**our**” as the case may be) and you with respect to your use of the Platform and any functionalities, services or features offered via or in connection with the Platform insofar as the Main Agreement is in force, and references in this Agreement to the use of the Platform extend to the use of such functionalities, services or features as well. You are not eligible to use the Platform without our consent if you are under 18 years of age.

We may from time to time update the terms of this Agreement by posting amendments at the following URL: <https://cloud.airdigital.sg>, or whenever we post an update to the Platform. By your continuing to use the Platform after any such amendment, you agree to be bound by this Agreement as so amended.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ARE INELIGIBLE TO USE THE PLATFORM, PLEASE DO NOT USE THE PLATFORM.

### 1. YOUR USE OF THE PLATFORM

- 1.1 Subject always to your continuing compliance with the terms of this Agreement, we agree to grant you a limited, revocable, non-assignable, non-transferable, non-sublicensable and non-exclusive licence to use the Platform insofar as owned by or licensed through us on the Device and only for transport management for vehicles to be deployed in connection with the Company’s own business for the term of this Agreement. All other rights not expressly granted to you are reserved by AiR Digital.
- 1.2 Access to some software components used in our Platform may be offered under third-party licences as we may notify you of, in which case your use of those components is governed by such terms to the extent only of any inconsistency between this Agreement and those terms.
- 1.3 Without prejudice to the generality of the foregoing, you shall not (knowingly or otherwise, authorise, allow or assist any third party to):
  - (a) make available the Platform or any results thereof to any third party nor use the Platform in connection with the business of any third party;
  - (b) copy, modify, adapt, prepare derivative works based upon the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other Platform, programs or other platforms created by you;
  - (c) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the Platform or any components thereof;

- (d) communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the Platform;
- (e) use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or in contravention of any applicable laws, including infringement of our intellectual property rights or those of any third party in relation to the Platform;
- (f) use the Platform in a way that could damage, disable, impair, compromise, interfere with or disrupt the integrity or performance of the Platform (or the systems or security of the Platform or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of AiR Digital;
- (g) use any unauthorised automated process or service to access and/or use the Platform; and/or
- (h) provide, distribute or share, or enable the provision, distribution or sharing of, the Platform (or any data associated therewith) with any third party.
- (i) access or use the Platform in order to build a competitive Platform, or otherwise to compete with AiR Digital;
- (j) 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 Services; and/or
- (k) transmit or introduce to the Platform any computer code, files, scripts and programs, including any malware and/or software, that is intended or known to be harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans, ransomware and any new type of threats (collectively, “**Harmful Code**”) or any material that:
  - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - (ii) facilitates illegal activity;
  - (iii) promotes unlawful violence; or
  - (iv) is otherwise illegal or causes damage or injury to any person or property,

and we reserve the right, without liability to or prejudice to our other rights against you, to disable your access to the Platform if there is a breach of this Clause, or to terminate or suspend this Agreement.

- 1.4 If you propose or provides any ideas, suggestions, recommendations, enhancements, improvements, or other feedback (collectively, “**Feedback**”) to us, you shall 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 AiR Digital to use such Feedback.
- 1.5 You acknowledge and agree that all rights, title and interests in and to any and all intellectual property rights whatsoever and howsoever created, performed, contributed, or prepared by us either by itself or jointly with you or other third parties in connection with this Agreement (“**Foreground IPR**”) will immediately vest in and be owned by us absolutely for the full duration of all such rights and all

throughout the world, free from any encumbrances, and extending without limitation to the right at our sole and absolute discretion, to apply for, prosecute and obtain intellectual property rights protection anywhere in the world in respect thereof, to the intent that the grant of protection thereby derived shall be solely in the name of and vest in us to the exclusion of you.

- 1.6 Without reservation or limitation, you (as applicable) shall assign, transfer and convey all rights, titles and interests in and to the Foreground IPR on and from the moment of creation to us, exclusively, irrevocably, and perpetually, together with all rights, titles, and interests throughout the world therein, including without limitation, the right to secure registrations, renewals, reissues, and extensions thereof. No rights of any kind are reserved to or by you or shall revert to you who expressly waives any moral rights, rights of attribution or integrity (or such similar rights) in and to such Foreground IPR.
- 1.7 You specifically agrees to do all acts or things necessary or desirable or as otherwise requested by us, including without limitation to obtain all appropriate releases and assignments as may be necessary, to assign, transfer and convey to us the rights, titles and interests to the Foreground IPR as described in Clause 1.6 **Error! Reference source not found.**, including but not limited to, procuring written releases and assignments from you.
- 1.8 If and to the extent that, for whatever reason, the rights, titles and interests in respect of the Foreground IPR cannot be assigned, transferred or conveyed to us despite your best endeavours to ensure and procure the same, you (as applicable) shall grant to us a perpetual, worldwide, irrevocable, exclusive (even as against the Company and yourself (as applicable)), sub-licensable (through multiple tiers), transferable and license fee / royalty-free right and license to use such Foreground IPR for any purposes whatsoever without any obligation of attribution or consent.

## 2. YOUR ACCOUNT

- 2.1 We may in our sole and absolute discretion provide you with an account to access the Platform. We will treat all data and information provided by you as well as interactions with the Platform to have been provided or carried out by you without further inquiry or investigation. We may also prescribe other security procedures applicable to the Platform, which you must comply with.
- 2.2 You shall, in your sole responsibility, maintain the confidentiality of your account information for the Platform (including any user IDs and passwords) and you will be responsible for any disclosure or unauthorised use thereof. You shall not at any time disclose such account information to any other party.
- 2.3 We shall not be responsible or liable for any loss caused to or damage incurred or suffered by you or any person by reason of or arising from or as a consequence of any use of your account information and/or performing any transactions and/or obtaining and/or making any payment of any monies belonging to you. If you believe that the security of your account information has been compromised, you shall forthwith notify us immediately.
- 2.4 By using and/or accessing the Platform, you represent and warrant that:
  - (a) you are at least 18 years of age;
  - (b) you are eligible to use the Platform;
  - (c) you have the full right, power, and legal authority to enter into this Agreement;
  - (d) you are not impersonating any other person, operating under an alias or otherwise concealing your identity;
  - (e) you will not authorise other persons to use your account nor transfer or assign it to any other person; and

- (f) you will not use the Platform for unauthorised or unlawful purposes and impair the proper operation of the Platform.

We shall be entitled, in the exercise of our sole discretion, to (i) refuse your access to and/or use of the Platform or to terminate the use of your account if you fail to fulfil any one of the eligibility criteria above; and/or (ii) change the eligibility criteria for registration at any time.

### **3. YOUR OBLIGATIONS IN USING THE PLATFORM AND OUR RIGHTS**

3.1 By using the Platform, you agree and acknowledge that:

- (a) AiR Digital is a technology company and is merely a provider of the Platform and its supporting services;
- (b) the Platform is provided on a reasonable effort basis;
- (c) you shall not use the Platform to cause nuisance or inconvenience;
- (d) it shall be your sole responsibility, at your own cost:
  - (i) to obtain all necessary hardware, software and communications services necessary for your use of the Platform. The costs in connection with the purchase, installation and subsequent maintenance of any equipment shall be borne by you. Any network connectivity costs shall be born exclusively by you;
  - (ii) to take own steps to ensure the security of your Device; and
  - (iii) to make back-ups of data or other content posted via the Platform should you wish to access them in future, as these may be subsequently deleted by us or our service providers at any time without notice to you;
- (e) all intellectual property rights that may be created or used in the course of the performance of this Agreement or in respect of the Platform shall remain vested in us or our licensors. The licences granted herein do not confer on you any rights to use any other intellectual property rights of AiR Digital, including "AiR Digital", AiR Digital logo, "GoTruck", GoTruck logo and any other logos, service marks, slogans, product names and designations and other proprietary indicia used as part of the Platform, all of which are and remain the property of AiR Digital;
- (f) you shall comply with all applicable laws;
- (g) unless otherwise stated by us in writing, we have no obligation to provide any support services to you in connection with the Platform, and you shall approach the Company in respect of any support services you may require;
- (h) if our performance of our obligations under this Agreement is prevented or delayed by any act or omission by you, without prejudice to any other right or remedy we may have, we shall:
  - (i) not be liable for any damages, costs, expenses and/or losses sustained or incurred by you that arise from or in connection with such act or omission;
  - (ii) be entitled to recover any additional damages costs, expenses, and/or losses we sustain or incur that arise from or in connection with such act or omission; and
  - (iii) be allowed an extension of time to perform its obligations proportionate to the delay so caused; and
- (i) we shall have the right to at any time and from time to time in our sole and absolute discretion:

- (i) automatically update the Platform and its components on your Device, add or remove functionalities, features or services (collectively, “**Platform Functions**”), vary user account rights or impose user account restrictions, resource limits or fees or suspend or terminate Platform Functions and/or user rights; and
- (ii) deny, suspend or restrict access to the Platform or any Platform Functions whether to any user or generally, or to block access from or to any resources, at any time, including in the event of a violation or alleged violation of this Agreement, your act or omission that causes harm to AiR Digital’s or our affiliates’ brand, reputation or business as determined by AiR Digital in our sole and absolute discretion, without ascribing any reasons whatsoever,

and in any such event, you agree that no claims shall lie against us or our agents or our service providers in connection therewith.

3.2 You shall not, directly or indirectly, in any capacity:

- (a) solicit the business or patronage of any user of the Platform for any other person or entity;
- (b) divert, entice, or otherwise take away from AiR Digital the business or patronage of any user, or attempt to do so;
- (c) solicit or induce any user of the Platform to terminate or reduce its relationship with AiR Digital; or
- (d) at any time, carry on or be employed, engaged, concerned or interested in, or in any way assist, any business that is or would be in competition with any part of the business carried on by AiR Digital.

3.3 You further agree and acknowledge that your use of the Platform is subject to Google Maps Platform terms of service available at <https://developers.google.com/maps/terms> and Google Maps/Google Earth additional terms of service available at [https://maps.google.com/help/terms\\_maps/](https://maps.google.com/help/terms_maps/) or such other URL as Google may provide (collectively, the “**Google Terms**”). Your use of the Platform is conditional upon and subject to your acceptance of the Google Terms.

#### 4. DATA

4.1 Notwithstanding anything in this Agreement, you hereby irrevocably grant a worldwide, perpetual, royalty-free, non-revocable, non-transferable and non-exclusive right and licence to:

- (a) us and our affiliates to collect, use and analyse any information, records or data collected in connection with the Platform (“**Data**”) and information relating to the provision, use and performance of the Platform and related systems and technologies therefrom for internal business purposes (e.g. statistical, financial, accounting, or the improvement and enhancement of our Platform). We and our affiliates may disclose insights drawn from any such activities to any third party, provided that it is anonymised and/or aggregated and will not identify Customer and/or any End Users; and
- (b) us, our affiliates and third parties to collect, use and disclose Data for:
  - (i) performing this Agreement, to provide you with the Platform and the Platform Functions and performing the Main Agreement with the Company;
  - (ii) processing, managing, verifying or maintaining your accounts;
  - (iii) managing our infrastructure and business operations and to comply with internal policies and procedures;

- (iv) fulfilling any services provided by the Company that is managed via the Platform;
- (v) complying with any applicable laws or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority, whether within or outside Singapore;
- (vi) enforcing the Agreement and protecting our rights;
- (vii) the purposes as stated in the Privacy Policy; and
- (viii) such other purposes as may be reasonably related to the above.

## 5. PRIVACY POLICY

- 5.1 It is a continuing condition of your use of the Platform that you agree to the terms of our privacy policy as amended from time to time, available at <https://www.airdigital.sg/platform-users-privacy-policy/> (“**Privacy Policy**”), the terms of which are also incorporated into this Agreement by reference and apply to your use of the Platform.
- 5.2 By using the Platform, in addition to the matters set out in the Privacy Policy, you consent to us collecting, using or disclosing your personal data for the purposes of performing this Agreement, including the purposes stated in Clause 4.1.
- 5.3 If in connection with your use of the Platform, you provide the personal data of any third parties, you warrant and represent that the said third parties have also consented to the terms of the Privacy Policy and the matters set out in Clause 5.2, and to the collection, use and disclosure of their personal data in accordance with the aforesaid.
- 5.4 You warrant and represent to us that all personal data which is submitted to us by you through your use of the Platform is complete, accurate, true and correct.
- 5.5 The Platform may provide links to external sites whose data protection and privacy practices may differ from those set forth here. We are not responsible for the content and privacy practices of these other websites and you agree to review and abide by the data protection and privacy notices of those sites.
- 5.6 The Platform uses cookies. A cookie is a small text file which is placed on your Device whenever you run or use the Platform. These cookies collect information about your use of the Platform and how you use the Platform Functions. We use cookies and other technologies to facilitate your use of the Platform and to improve your experience of the Platform. You may change the settings on your Device to block the use of cookies. However, if you do choose to block the cookies used in the Platform, you may not be able to use certain features and functions of the Platform.
- 5.7 The Platform may also use digital certificates. You are solely responsible for deciding whether or not to rely on such certificates and your reliance on any digital certificates is at your sole risk.

## 6. THIRD PARTY CONTENT

- 6.1 The Platform may display, publish or make available content that is not provided or published by us (including for example, content provided by third party content aggregation services or information providers) (“**Third-Party Content**”). Such content is the sole responsibility of the person or entity that makes it available. We are not responsible for such Third-Party Content, and we do not have control over the selection thereof, nor do we routinely monitor such content. AiR Digital makes no representations or warranties as to the veracity or accuracy of such content, the reproduction and use of which may be governed by the Third-Party Content provider’s terms of use.

- 6.2 You further acknowledge and agree that any use by you of any content submitted by any third party or which is made available through the Platform (including Third-Party Content) is entirely at your own risk. AiR Digital does not verify and is not in a position to verify any party's rights to submit any content on the Platform, and AiR Digital takes no responsibility and assumes no liability, whether direct or indirect or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits or any other commercial damages or losses, for any content posted by you or any third party, or for your use of the same.
- 6.3 We shall have the right (but not the obligation) to remove or disable access to any content which we deem to be potentially defamatory of any person, unlawful, objectionable in any way, in violation of any third-party rights, or for any reason whatsoever. Any editing or removal of any such content from the Platform shall be without prejudice to our other rights and remedies available at law.

## **7. NO ADVICE**

- 7.1 You agree that all content, information and Third-Party Content made available on the Platform are of a general nature and do not purport, and shall not in any way be understood as constituting an offer or provision of any inducement, invitation or recommendation relating to any products, services or investments nor constitute investment, financial, legal or tax advice or recommendation.
- 7.2 You acknowledge and agree that AiR Digital:
- (a) does not endorse or recommend any products or services via the Platform (whether by any parties designated as "experts" or "content partners" or similar designations or otherwise) and that any arrangement entered into between you and any other user of the Platform or any third party named or linked to from the Platform is at your sole risk and responsibility; and
  - (b) is not responsible for any of the information made available or accessed on or through the Platform or any Third-Party Content or any decisions (investment, legal, tax or otherwise) made by you based on any information made available or accessed on or through the Platform. You further understand, acknowledge and agree that we make no warranties or representations in respect of, nor do we guarantee the accuracy, timeliness, completeness, integrity or quality of any information or Third-Party Content or any other content or material which may be made available or accessed on or through the Platform.

## **8. THIRD PARTY SITES AND LINKS**

- 8.1 We may provide links and references to third party sites (e.g. articles). We have no control over such third-party sites, and you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or materials on or available through such sites or resources, including Third-Party Content. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods or services on or available through any such site or resource.
- 8.2 You further acknowledge that your access to and/or use of third-party sites is entirely at your own risk, and that third-party sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the use of those sites and resources.
- 8.3 We do not warrant that the third-party sites will meet your requirements or that the same will not cause you any loss of any kind, and you agree that to the maximum extent permitted by law, AiR Digital shall not be liable for any loss or damage of any kind incurred in connection with your use or reliance on any content, information or other materials on or available through such third parties.

## 9. DISCLAIMERS

9.1 To the maximum extent permitted by law, you irrevocably agree and acknowledge that:

- (a) your use of the Platform is at your own risk and you are responsible for compliance with all applicable laws;
- (b) the Platform (together with any Platform Functions, Third-Party Content or other content or information provided via the Platform) are provided on an “as is” and “as available” basis, with all faults and without any representation, warranty, condition or term of any kind (whether express, implied, statutory or otherwise). Without prejudice to the foregoing, the following shall be expressly disclaimed by AiR Digital:
  - (i) merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third-party rights, or as to the accuracy, correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third-party rights in connection with the Platform;
  - (ii) the Platform being uninterrupted or error-free, or that defects will be corrected or that the Platform and any related computer system is and will be free of all Harmful Code and/or other harmful elements;
  - (iii) the Platform and any related computer system is and will be free from any unauthorised access, intervention, hacking, sabotage, fraud or infiltration by third parties;
  - (iv) the Platform will at all times be available and/or accessible;
  - (v) non-interference with your use of the Platform;
  - (vi) the Platform being compatible or working with any third-party software, Platforms or third-party services; and
  - (vii) the Platform will meet your requirements or any requirements prescribed by applicable law.

9.2 You acknowledge and agree that the Platform may use transmissions over the Internet which are never completely private or secure. You understand that any personal data, message or information which you send in the course of the use of the Platform may be made public on the Platform, and read or intercepted by others. Use of the Platform is entirely at your own risk.

9.3 You further acknowledge that the Platform is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the Platform could lead to death, personal injury, or otherwise result in significant financial loss or business interruption. You understand and agree that any alerts provided to you through the Platform may be delayed or not be delivered at all. We neither guarantee the delivery nor the accuracy of the content of any alert. Furthermore, except as otherwise provided herein, you also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

9.4 Further, nothing in this Agreement constitutes any representation or warranty by AiR Digital as to your rights (if any) to use any content submitted by any third parties, including Third-Party Content, all of which representations and warranties are expressly disclaimed.

## 10. INDEMNITY



- 10.1 You agree to fully indemnify and hold harmless AiR Digital, our affiliates, members, officers, employees, agents, partners and service providers (collectively, the “Indemnitees”) from and against any claim, demand, loss, damage, cost, or liability (including legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from:
- (a) any information or content (including Data) which you submit, post, transmit, communicate, send, publish, upload or otherwise make available, or is otherwise collected, through the Platform;
  - (b) your breach of this Agreement and any terms relating to your use of the Platform;
  - (c) your access or use of the Platform;
  - (d) any action taken by us either as part of our investigation of any suspected breach of this Agreement or as a result of our finding or decision that a breach of this Agreement has occurred;
  - (e) any unauthorised access and/or use of the Platform;
  - (f) any act or omission by you;
  - (g) any suspension or termination of this Agreement by Supplier; and/or
  - (h) any infringement of any rights arising in connection with use and/or reliance on the Platform.

10.2 This Clause 10 shall survive the termination or expiration of this Agreement (howsoever caused).

## **11. LIMITATION OF LIABILITY**

- 11.1 Nothing in this Clause 11 limits or excludes any liability which cannot be limited by applicable law, including liability for death or personal injury caused by negligence and/or fraud or fraudulent misrepresentation.
- 11.2 To the maximum extent allowed under applicable law the Indemnitees shall not be liable for any claim, damage or loss of any kind of any nature whatsoever caused and howsoever arising, even if we have been advised of the possibility thereof, as a result (direct or indirect) of or otherwise in connection with:
- (a) your use of and/or reliance on the Platform, including but not limited to any claim, damage or loss suffered (whether incidental, special, indirect or consequential) as a result of or in connection or in reliance of any Third-Party Content or other content or any other information made available, collected or accessed on or through the Platform or contained in or available from the Platform;
  - (b) any information or content (including Data) which you submit, post, transmit, communicate, send, publish, upload or otherwise make available, or is otherwise collected, through the Platform;
  - (c) your access to, use of and/or reliance on any products or services available on or accessed via the Platform and/or the Platform Functions;
  - (d) any infringement of any rights arising in connection with your access to, use of and/or reliance on the Platform;
  - (e) any unauthorised access to and/or use of the Platform;
  - (f) any act or omission by you and/or any other third party;
  - (g) any suspension or termination of this Agreement by us;
  - (h) any delays or delivery failures arising in connection with your access to, use of and/or reliance on the Platform;

- (i) any loss of data, revenue, profits, goodwill, anticipated savings, reputation, business and/or business opportunity; and/or
- (j) any special, indirect and/or consequential loss or damage of any kind.

11.3 To the maximum extent permitted under applicable law and to the extent not excluded, the Indemnitees' maximum aggregate liability to you in connection with this Agreement, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to and not exceed Eighty Singapore Dollars (SGD 80).

## 12. TERMINATION

12.1 This Agreement shall commence on the date of your acceptance of this Agreement and shall be effective for such period the Main Agreement is effective, unless otherwise lawfully terminated. This Agreement shall terminate immediately upon any lawful termination or expiry of the Main Agreement.

12.2 We may terminate this Agreement at any time without prior notice to you. We have the right to terminate or suspend your use of the Platform without prior notice to you and/or invalidate your account and may restrict access to the Platform (or any part thereof) for any reason whatsoever, at any time and for any or no reason.

12.3 Without limiting the foregoing, if you breach this Agreement or conduct yourself in a manner that we deem to be detrimental to the integrity, security and operation of the Platform or any information systems connected or in operation with the same, we have the right to suspend or permanently terminate your access to the Platform for any reason in our sole and absolute discretion.

12.4 You agree and acknowledge that any suspension or termination of your access to the Platform may be effected without prior notice, and agree that the Platform may immediately deactivate.

12.5 On termination for any reason:

- (a) all rights and licences granted to you under this Agreement shall cease;
- (b) you must immediately cease all activities authorised by this Licence;
- (c) you must immediately and permanently delete or remove the Platform from all Devices, and immediately destroy or return to us (at our option) all copies of the Platform in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## 13. GENERAL

13.1 Entire Agreement. This Agreement, and the documents in it, constitutes the entire agreement and understanding between you and AiR Digital relating to the Platform and you have not entered into this Agreement in reliance upon any representation, warranty or undertaking of AiR Digital which is not set out in this Agreement. Nothing in this Clause 13.1 shall however operate to limit or exclude liability for fraud.

13.2 Illegality. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

13.3 Waivers. No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13.4 Third-Party Rights. Save as expressly provided in this Agreement, including without limitation as referred to in Clause 10, a person who is not a party to this Agreement shall have no right to enforce or enjoy the benefit of any term of this Agreement under the Contracts (Rights of Third Parties) Act 2001. Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

13.5 Variation. We may vary or amend the terms of this Agreement by providing you with prior written notice.

#### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

The Agreement shall be governed by, and construed in accordance with, the laws of Singapore. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.