

## Terms of Use

This TOU was last updated on: 10 Jan 2024.

### Introduction

1. These Terms of Use, as amended from time to time ("**TOU**") sets out the terms and conditions that will apply to your access and use of the website at <https://tradefinance.vcargocloud.com> and at subsequent site(s) that is/are meant to replace this original site ("**Site**") and its functions available or facilitated by the Site (the "**Services**"), and is a legal agreement between:

- a. CamelOne Pte Ltd ("**CamelOne**" or "**we**", "**us**", "**our**" as the case may be); and
- b. your Business, and each of its Registered Users (referred to as "**you**", "**your**" or "**User**" hereinafter)

(each a "**Party**" and together the "**Parties**").

2. "**Business**" shall include any individual, corporation, partnership, limited liability partnership, association or body of persons, corporate or unincorporated, carrying on any activity whether or not carried on for purposes of gain, or conducted on a regular, repetitive or continuous basis, but does not include an individual acting in his personal or domestic capacity.

3. In addition, your use of the Site is subject to any additional policies, guidelines, rules and legal terms introduced in connection with the use of the Site from time to time, including, without limitation:

- a. The privacy policy at <https://tradefinance.vcargocloud.com> ("**Privacy Policy**");
- b. any further requirements / modifications for use within a relevant territory; and
- c. (where applicable) additional agreements that may further govern your use of any of the Services that may be applicable,

(collectively, the "**Additional Policies**"). In the event of a conflict between the TOU and the Additional Policies, the Additional Policies will prevail to the extent necessary to resolve such conflict. Your consent and agreement to the Additional Policies is required as a condition of your access and use of the Site. The Privacy Policy, which governs your consents to the collection, use, disclosure, processing or other handling of your personal data is set out here <https://tradefinance.vcargocloud.com>

4. This TOU may be updated from time to time, by publication of the applicable updated TOU at <https://tradefinance.vcargocloud.com> and you agree that, unless excepted by CamelOne, the latest version of the TOU will be binding at all times including retrospectively in respect of any previous transactions performed on the Site. Your continued access and use of the Site with the updated TOU will confirm acceptance of the latest TOU.

### Restrictions on usage of the Site

5. You shall not use the Services and shall not accept the TOU if you are:
  - a. not of legal age or do not have legal capacity to enter into legally binding agreements with CamelOne, and/or do not have authority to legally bind your Business to the TOU; or

- b. not permitted to use the Services under the laws of Singapore or other countries / regions including the country / region in which you are resident or from which you use the Services.

## Definitions

- 6. For the purposes of the TOU unless the context expressly states otherwise, and in addition to other definitions stated in the TOU:
  - a. “**As Is Basis**” means on the basis that you accept (and agree to exclude CamelOne from liability for) all faults, excluding any warranty of any kind, and with all disclaimers of any express, implied or statutory warranties and/or conditions including but not limited to conditions of merchantability, satisfactory quality, fitness for a particular purpose, value, accuracy, correctness, performance, stability, capacity, ability to use or enjoy, timeliness, confidentiality, non-infringement of any laws or regulations or third party rights, validity (including legal validity and enforceability), all of the foregoing with your agreement that there is no liability to CamelOne in respect of Claims or Losses arising in connection with the same.
  - b. “**Claims**” means any and all actual or potential actions, claims, demands, differences, disputes, proceedings arising at any time whether at law or in equity, known or unknown, foreseen or unforeseen, now developed or discovered or which may develop or be discovered, whether alleged or not alleged, contested or uncontested, disclosed or undisclosed, discoverable or not discoverable or, within or outside the reasonable contemplation of the Parties.
  - c. “**Content**” means any of the Site or Services or part thereof, including any copyright works, or other subject matter capable of intellectual property rights protection anywhere in the world including but not limited to the Site look and feel, layout, trademarks, get up, wrapper, function, routine, software, code, schema, process flow, application program interface, tool, device, information, text, images, graphics, video clips, sound, directories, files, prices, databases or listings.
  - d. “**Contracts**” means the negotiation, entry and execution into various contracts with other Users on or through the Site or Services.
  - e. “**Loss**” means charges, damages, expenses (including legal and advisers fees and expenses, outgoings, expenses of enforcement of remedies, in each case on a full indemnity basis), fines, loss, penalties, including (without limitation) and whether or not any or all of the foregoing: (i) is direct or indirect in nature, (ii) is consequential or otherwise, (iii) could have been foreseen or was in reasonable contemplation of the relevant parties; (iv) arises under, out of or in connection with any applicable statute, regulation, or theory of law.
  - f. “**Risks**” means the risks of (i) cybersecurity risks or risks of inadvertent disclosure or interception of information, exchanged or transmitted through the Site or Services; (ii) misrepresentation, negligence, or fraud by Users in respect of Contracts or Third Party Services; (iii) infringement of third party rights; (iv) breach / infringement of applicable law, regulation, directive, judgment or order; and (v) (generally) incurring or suffering Loss or other injury or harm.
  - g. “**Third Party Services**” means third party software applications or third party services available on the Sites.

## Other CamelOne Applications

7. CamelOne may, on or through the Site or Services, provide or make available certain applications or software developed by CamelOne, and which are licensed to you by CamelOne ("**CamelOne Applications**").
8. The provision by CamelOne of such CamelOne Applications may be subject to: (i) payment by you of certain fees and is subject to your agreement to any other conditions that CamelOne may impose in its discretion as may be contained (where applicable / relevant) in an End User's License TOU ("**EULA**") (as set out and made available with the CamelOne Applications), and (ii) your compliance with other conditions that the publisher of that Application (the "**Publisher**") may impose, in which case the Publisher's EULA will set out such additional terms that apply to that Application. The Publisher reserves all rights in and to the Application not expressly granted to you.
9. Without limiting the generality of paragraph 7 and 8 above, CamelOne may include as one of CamelOne Applications, services that allows you to among other things, transact with compatible electronic Bills of Lading (being an electronic transferable record that is recorded on a compatible (as determined by CamelOne at any time, from time to time) decentralized and open source blockchain protocol that serves as an equivalent to a physical Bill of Lading).

CamelOne reserves the right to charge a fee (the quantum of which shall be set out on the Site) for each Transaction (defined below) that is being executed in relation to any electronic Bills of Lading. A "**Transaction**" means each time an instruction that has been (i) successfully executed on the Site in accordance with your submission of the same and (ii) confirmation of the execution of the said instruction has been received via the Site. There shall be no charges levied by CamelOne on usage of the Services under this paragraph 9, other than as agreed with you via the Site.

## User Accounts

10. You acknowledge and agree as follows:
  - a. Each User must register on the Site in order to access and use any of the Service, and the registration must designate the type of User account you wish to use (e.g. whether you are a bank or a trader, etc.). Notwithstanding anything done or omitted to be done by CamelOne, CamelOne owes no liability to you or any other User to provide or make available the Site or the Services before completion of the User registration process. Account types (and any Services enabled through the account) are designated by CamelOne and may be modified, added to, or amended by CamelOne from time to time.
  - b. As part of the registration process, you will provide full, accurate and current information and particulars as may be prompted by the Site. Such information and particulars must be kept up to date at all times and you agree to update CamelOne (through the functionalities on the Site, or through such notification procedures as CamelOne may specify) immediately on any changes or updates to the same.
  - c. As part of the registration process, each User will be provided with a one-time password token assigned by CamelOne. Each User will access the Site using the username and password that he / she normally uses to access the Networked trade Platform (collectively, the "**User Credentials**").
  - d. Only one individual may use one set of User Credentials, and you may not share your User Credentials with any other individual.
  - e. You agree that each User must keep confidential his / her own User Credentials, including (but not limited to) not sharing the User Credentials with any other person at any time, and to use best practices in maintaining security and confidentiality in the use, storing, updating or handling of the User Credentials.

- f. The first registrant for a Business will be deemed to be the Super Administrator User (“**Super Admin User**”) for the Business, and such User will be granted rights to approve, delegate or verify other Users who will be permitted to use the Site and Services. A Business may revoke the permissions of a User through the instructions of a Super Admin User, and all Super Admin Users must ensure that they exercise their obligations only with the proper authorization of the Business, which will be assumed at all times by CamelOne. Until such time as the change in User (or any change to the User’s authorization) is acknowledged by CamelOne, you agree that the previous User permissions and authorities remain in place.

- g. The identity and authority of Super Admin Users may only be revoked, varied or amended with the specific authorization of the Business (together with verification of such authority to CamelOne's satisfaction). On your own behalf and on behalf of your Business, you agree to submit to such verification procedures as CamelOne may require before CamelOne confirms or rejects the same. Until such time as the change in Super Admin User (or any change to the Super Admin User's authorization) is acknowledged by CamelOne, you agree that the previous Super Admin User permissions and authorities remain in place.
  - h. The right of any other User to act for the Business may be verified by the Super Admin User.
  - i. You agree to submit (at your own cost) to such verification procedures as CamelOne may require to complete the registration for your Business and/or for yourself as a User (including but not limited to the requirement to upload documents, the provision of additional documents or information whether on-line or off-line, and complying with all other on-line or off-line verification processes as CamelOne may require).
11. You agree that verification procedures can include (but are not limited) to verification of your identity, your authority to transact for the Business, the existence of the Business and its capacity to enter into contracts on or through the Site or Services. Verification processes may be conducted at any time, and not merely on initial registration. Notwithstanding the availability or conduct of the verification procedures, you agree that CamelOne shall be entitled to conduct verifications (or any part thereof) or that you are deemed to waive any defences, immunities, rights or remedies relating or in connection with the conduct to such verifications.
12. You hereby give your consent to the use of all information disclosed in the verification processes discussed above, and in response to all requests or requirements and steps taken or asked for by CamelOne. To the extent that you are providing information relating to or identifying another User or a third party, you warrant that you have obtained all consents required for the use, reliance or handling of the same by CamelOne.
13. You agree to provide all information and materials as may be reasonably required by CamelOne in connection with the Contracts you conduct or enter into or any Third Party Services you procure or engage with on or through the Sites or Services.
14. You agree to notify CamelOne immediately if you become aware of any unauthorized use of your User Credentials or any other breach of security of your account. Until such time as CamelOne has acknowledged in writing your notification, you remain fully liable for any and all acts or omissions arising from the use of your User Credentials or any other breach of security of your account, and the same will be deemed to be binding on you as between you and CamelOne. Further and in addition, you agree to change your password immediately upon reasonable suspicion that the confidentiality of your password has been compromised. CamelOne owes no obligation to rectify or remedy such situation, or prevent any Loss arising from same, nor will CamelOne be liable for any Claim or Risk relating thereto. You agree that any steps taken by CamelOne to remedy or rectify such situation is done on an As Is Basis. You will indemnify and hold CamelOne harmless in respect of any Claims or Loss in respect of any Risks associated with such situations.

## **The Services**

15. CamelOne renders the Services (or any functions in or features of the Services) on an As Is Basis and you agree further that the Services or Site may vary for Users in or Contracts relating to different regions and countries. Without prejudice to the generality of the foregoing, CamelOne

makes no warranty or representation that the Site or Services (or any part thereof) will be available (or continue to be available) for all Users at any or all times. CamelOne may in its sole discretion (and without prior notice) vary the scope or limit of the Services including limiting or creating different types or levels of access to and use of any of the Site or Services or any features of the same with respect to different Users.

16. CamelOne reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to Users or subject to other conditions that CamelOne may impose in its discretion.
17. You agree that CamelOne has the right to suspend or terminate any User's (including any Business's) account if:
  - a. the User fails to comply with the TOU or provide any required information or take any step in connection with the Services or the Site;
  - b. CamelOne becomes aware that you or the Business are using the Services in a manner that breaches this TOU or to conduct any unlawful activity;
  - c. if such suspension or termination is necessary to safeguard life or property, or to prevent harm or occurrence of illegal act or breach of this TOU or any law, or to comply / assist with any competent court or authority in any investigations or enforcement of any judgment, order or warrant;
  - d. the User fails to pay any monies due to CamelOne at any time.
18. You agree we have the right to provide or disclose to any court or authority, any telecommunication company, financial institution, service provider and/or network provider involved in the operation or management of the Sites or Services from time to time, any information whatsoever relating to your account as we may, in our absolute discretion, consider necessary to comply / assist with any order, warrant, judgment, law, regulation or authority in any jurisdiction. You agree that, notwithstanding anything stated here, such provision or disclosure may not be with any copy, notification or advance notice to you including, but not limited to, situations where this is prohibited.

#### **Contracts concluded with other Users / Third Party Services**

19. As part of the Services, the Site may facilitate your negotiation, entry and execution into various Contracts with other Users or make certain Third Party Services available on or through the Sites.
20. You agree and acknowledge that:
  - a. CamelOne is not a party to the Contracts or any agreement for the Third Party Services, and has no authority to bind other Users or providers of Third Party Services;
  - b. CamelOne does not represent any User in any specific transactions for any of the Services, the Contracts or Third Party Services;
  - c. you are aware that there may be risks of dealing with people acting under false identity (including fraud, identity theft or impersonation);
  - d. though CamelOne uses reasonable means to verify the accuracy of some information other Users provide us when they register on the Site, there are inherent limitations, difficulties and obstacles in conducting such verification, and CamelOne does not assume

any liability or responsibility for verifying any User's purported / claimed identity and as such you deal with other Users at your own risk;

- e. you fully assume the risks of conducting any transactions in connection with using the Site or Services and the risks of any liability or harm in connection with the subject matter of any Contracts, Third Party Services and subsequent activity of any kind relating to the same including (but not limited to) the potential for Risks;
  - f. each User agrees that CamelOne shall not be liable or responsible for any Claims, Loss or Risks that may arise from or in connection with the Contracts or Third Party Services;
  - g. you are solely responsible for all of the costs and expenses incurred by your use of the Sites or Services, and will not, in any way, hold CamelOne liable for payment, warranties, fees, taxes, or other expenses or incidences relating to any products or services under the Contract or Third Party Services;
  - h. all representations, information and/or documents in respect of the Contracts or Third Party Services are by / obtained from the relevant third parties who may also be Users of the Sites and the information and/or documents is made available on or through the Sites on an As Is Basis; and
  - i. the Services for the making of such Contracts and the making of such Third Party Services available on the Site or through the Services as enabled on or through the Services and/or Site is each on an As Is Basis.
21. At all times, it is a condition of your use of the Site and the Services that, you irrevocably and unconditionally settle, release, acquit and discharge CamelOne from any and all Claims:
- a. from or in connection with the Contracts (including but not limited to any claim relating to the formation and validity of the Contract, representations made in connection with Contract, breach of the Contract, legality or enforceability of the Contract) or any Risks connected with the same;
  - b. directly or indirectly out of or in any way connected with the Contract, the subject matter, products and services under the Contract or any Risks connected with the same;
  - c. from or in connection with the Third Party Services (including but not limited to any claim relating to the agreement for the Third Party Services including, without limitation, formation and validity of such agreement, representations made in connection with such agreement, breach of such agreement, legality or enforceability of such agreement) or any Risks connected with the same; and
  - d. directly or indirectly out of or in any way connected with the Third Party Services, the subject matter, products and services under the Third Party Services or any Risks connected with the same.
22. You agree you will indemnify and hold CamelOne, its related corporations, affiliates, officers, agents and representatives harmless against any action brought by third parties or Contract counterparties or Third Party Services contracting parties, against CamelOne in respect of any Claims relating to the Contract or Third Party Services including but not limited to in respect of any Loss.

#### **Rules relating to the formation of Contracts through the Services**

23. You agree that the use of the Services to enter into Contracts will be subject to certain specific framework rules, which CamelOne may update from time to time, including but not limited to the following:
- a. **Date** – You agree that, unless varied by CamelOne, all references to days (or business day) as generated by the Site or the Site's system, will be in reference to Singapore working days (ie. excluding Saturday, Sundays, Singapore public holidays) and where days are referred to in Contracts, you will specify and agree with your counterparty otherwise if another meaning is intended.
  - b. **Time** – You agree that, unless varied by CamelOne, all references to times as generated by the Site or the Site's system, will be in reference to Singapore's time zone from 0000 HRS to 2359 HRS for each day and where time is referred to in Contracts, you will specify and agree with your counterparty otherwise if another meaning is intended.
  - c. **Special instructions** – Where special instructions or optional services are added / requested, you agree to be truthful, complete, precise and clear.
  - d. **Re-verification & Accuracy** – You agree to verify each draft and re-verify before the finalisation of any application (including any acceptance of any application) you place through the Services – **You are responsible for the accuracy and completeness of all information provided by you in the course of your use of the Services and responses to other Users.**
  - e. **Contract terms** – You acknowledge and agree that banks, traders and other Users may, in the course of negotiating, forming or concluding a Contract post terms and conditions at any time within the course of the negotiation and formation of the Contract and you will undertake your own due diligence and seek your own legal advice to review such terms and conditions. You agree that CamelOne owes no duty to you to advise you on the same and takes no liability in any way for the content of any such Contract and that you should always seek separate legal advice and undertake separate due diligence before committing to a Contract with another User.
  - f. **Documents uploaded** – You acknowledge and agree that you will conduct your own due diligence and careful review of any documents uploaded (whether by you or by another User) and that you will make no assumptions that any such documents have been fully and accurately uploaded. You agree to conduct your own verifications to the same, and take responsibility (excluding CamelOne from liability) for any errors in uploads, transmissions, rendering, data / format compatibility, accessibility to you / your / other Users.
  - g. **Assistance / support by CamelOne** – In the event that you reach out to CamelOne for assistance, and CamelOne renders any support in any way in connection with any Contract (or formation of or communications on the same), as administered on the Site or through the Services, you agree that CamelOne owes no obligation to provide such assistance, and if CamelOne provides assistance, it will do so on an As Is Basis, and you agree that CamelOne may exclude liability for Loss or any Risks that arise from or are in connection with the same, and that you will indemnify and hold CamelOne harmless for any Claims arising from or are in connection with the same.

#### **Code of Conduct & Use of the Site or Services generally**

24. As a condition of your access to and use of the Site or Services, you agree that you will comply with the following obligations (the "Code of Conduct") at all times, the breach of which will entitle



us to terminate or suspend your User account without liability to you or other Users or third parties and without prior notice:

- a. You will comply with all applicable laws and regulations when using the Sites or Services;
- b. You will only use the Sites or Services in your capacity as representing a Business and, in this regard will only conduct "business to business" transactions, and not as a consumer entering into Contracts or using the Site or Services for personal or domestic purposes;
- c. You may not engage in, facilitate or otherwise further unlawful, illegal or abusive conduct or violating any applicable industry or legal regulations or codes;
- d. You may not impersonate any person or entity, or falsely stating, implying or misrepresenting your affiliation with another person or entity;
- e. You may not send or relay any unsolicited bulk messages or unsolicited messages, including conducting unsolicited surveys or illegal contests or pyramid schemes, or sending chain letters or duplicative messages;
- f. You may not use the Site or Services (or any functions in or features of the Services) to harvest or otherwise collect information about others (such as email addresses or cell phone numbers) whether for / in respect of / as part of any surveys, studies, research, commercial, personal or any other purpose or whether with or without their prior affirmative consent;
- g. You may not use any automated process or service to access and/or use the Site or Services (or any functions in or features of the Services) (such as a bot, a spider, periodic caching of information stored by us, or "meta-searching"), or in your communications with others through your use of the same;
- h. You may not use any unauthorized means to modify or reroute, or attempt to modify or reroute, the information available on or provided through the Site or Services (or any functions in or features of the Services);
- i. You may not damage, disable, overburden, or impair the Site or Services (or any functions in or features of the Services) or the network(s) connected to the same, including uploading or transmitting any viruses, malware, or files designed to interrupt, destroy, or limit the functionality of the same, or interfere with anyone's use and enjoyment of the same;
- j. You agree not to impair or undermine or threaten the security or integrity of any computer systems or networks of CamelOne and/or CamelOne's vendors and/or any other User, or to gain unauthorized access to such computer systems or networks;
- k. You will not interfere or attempt to interfere with the proper working of the Site or the Services (or any part thereof);
- l. You will not take any action which imposes an unreasonable or disproportionately large load on CamelOne's infrastructure or the infrastructure of any of CamelOne's vendors or other Users;
- m. You will comply with all other requirements that CamelOne may, in its reasonable discretion, impose;
- n. You may not resell or redistribute all or any part of the Site or Services (or any functions in or features of the Services) or any other feature of the same;

- o. You may not provide false or misleading information or make false or misleading information statements or misrepresent your intentions in your use of the Site or Services (or any functions in or features of the Services);
  - p. You may not post or provide any statements or content which is offensive or obscene to any racial / ethnic, religious or political group;
  - q. You may not use the Site or Services to promulgate any ideas or make any statement that may incite any ill will / hatred / prejudice against any race / religion / social group or that may be used as support for any political cause or campaign;
  - r. You may not use the Site or Services (or any functions in or features of the Services) to advertise, distribute or promote any products, or (for commercial purposes), endorse your own or any third party product or services or engage in any anti-competitive behaviour;
  - s. You will not copy, reproduce, download, re-publish, reverse assemble, decompile, sell, distribute, resell or otherwise commercially exploit the Content;
  - t. You will not index, inventorize, systematically retrieve Content or directly or indirectly create or compile a database or directory or other work (whether through automatic or manual processes); and
  - u. You will not use any Content for any purpose not expressly permitted in the TOU.
25. You agree that, by uploading, posting, displaying or otherwise making available any information (including communications on the Site or through the Services, and any subject matter contained or accessible from such communications), content or material on the Sites or through the Service (or parts of either thereof) you are granting an irrevocable, perpetual, worldwide, royalty-free, freely transferable and fully sub-licensable (through any number of tiers) license to CamelOne (and to its related companies, affiliates or representatives) to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the same in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to CamelOne (and to its related companies, affiliates or representatives), the operation of the Site or the provision the Services (or part thereof) and the business of the User in connection with the same. You confirm and warrant to CamelOne that you have all the rights, power and authority necessary to grant the licenses stated herein.
26. You will indemnify and hold CamelOne harmless in respect of any Claims or Loss in respect of any Risks associated with the breach of the Code of Conduct and paragraph 25.

### **Third Party sites and links**

27. We may provide links to other sites or resources on the World Wide Web operated by third parties. We have no control over such third party sites and resources, 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. You further acknowledge and agree that to the maximum extent permitted by law, 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. You further acknowledge that your access to and/or use of such third party sites and resources is at your own risk, and that such 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.

### **Intellectual Property Rights**

28. Any logos, service marks, slogans, product names and designations and other proprietary indicia used as part of the Site or Services (collectively "**Trademarks**") are our property, or our licensors and may not be used without our prior written permission which may be withheld in our absolute and sole discretion.
29. All right, title and interest in and to the content displayed on the Site and Services, including but not limited to the Site's look and feel, data, information, text, graphics, images, sound or video materials, photographs, designs, trademarks, trade names and content provided by third parties that are licensed to us (individually or collectively, the "**CamelOne Content**") is owned by us or our third party licensors (as may be applicable). All rights are reserved and any rights not expressly granted herein are withheld.
30. You are granted a limited, non-exclusive, non-transferable, non-sublicensable right to use the CamelOne Content on your personal device for your use for the purposes of your Business in conducting Contracts.
31. The grant of rights herein are limited to our intellectual property rights in the Site or Services and do not include any other patents or intellectual property rights. You own the device on which the Site or Services is used or accessed but we and/or our licensor(s) retain ownership of the Site or Services itself. This licence allows you to use the Site or Services on a single User account. It does not allow the User Account to be concurrently accessed or for more than 1 session to be active for the same User Account at any time, and you may not make the Site or Services available over a network where a User Account could be used by multiple devices at the same time or use the Site or Services as a service bureau for the provision of Services for third parties.
32. You may not make any copies of the Site or Services, unless such copy is authorized in writing by us. This License does not grant you any rights to use our (or our licensors') proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories for use with the Site or Services.
33. Except as and only to the extent expressly permitted in this TOU, by licensing terms governing use of open-sourced components included with the Site or Services (if any), by applicable law or as otherwise expressly authorised by us in writing, you may not (and may not knowingly allow or assist any third party to) copy, decompile, download, reproduce, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sublicense, reverse engineer, disassemble, reverse assemble, attempt to derive the source code of, create derivative works or adaptations of the Site or Services or any CamelOne Content. Any attempt to do so is a violation of our rights and our licensors'. If you breach this restriction, you may be subject to prosecution and damages. By storing content on your device you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder.
34. We respect the intellectual property rights of others and require other users to do the same. To notify us of your claim of copyright infringement with respect to any content posted on / through the Site or Services, please send a written communication to the contact particulars at the end of this TOU. You agree that the following terms will apply to any such claims of infringement:
  - a. For allegations of infringement of copyright, complaints should be made in writing and be signed by the complainant (if you are the person complaining, this would be you), stating at least the following particulars:

- (i) the name and address of the complainant;
  - (ii) where the complainant is acting on behalf of a copyright owner or an exclusive licensee, the name and address of the copyright owner or exclusive licensee;
  - (iii) the complainant's address for service/ receipt of correspondence;
  - (iv) a telephone number, a facsimile number (if any) and an electronic mail address at which the complainant can be contacted;
  - (v) sufficient particulars to enable us to —
    - 1. identify the material in respect of which copyright is alleged to have been infringed;
    - 2. identify and locate the electronic copy alleged to be an infringing copy of the material referred to, including the online location of that electronic copy; and
    - 3. identify and locate the means by which we are alleged to have referred or linked a user of any network to the online location of the electronic copy referred to above;
  - (vi) a confirmation that the complainant (or you if you are making the complaint), in good faith, believes that the electronic copy alleged to be infringing is an infringing copy of the material identified, together with a clear request for us to remove or disable access to that electronic copy or disable access to the same. Please note that, if applicable law permits, then, as a condition of complying with your request, we may require that the complainant (or you if you are complaining) agree to submit to the jurisdiction of a relevant court for the purposes of any proceedings relating to the complained of infringement.
- b. The applicable law in some jurisdictions may prescribe a specific or different set of rules or procedures and if we receive a written statement in circumstances which indicate to us that those rules may apply, we will be in touch with you to confirm the additional requirements. You agree that you (or any complainant) will withhold action until such rules or procedures have been complied with.
- c. Upon receipt of the notification in compliance with the relevant rules or procedures, we will remove or disable access to the alleged infringing material through the Site or Services and we will advise further on follow up procedures as may be applicable under law including any rights or obligations to reinstate the disabled or removed content.
- d. Should applicable law or any order of court or a competent authority require us to reinstate / remove any materials arising from or in connection with such notification, you agree that we may comply with the same without liability to you or any third party.

### **Suspension / Termination**

35. We reserve the right to modify, block, suspend or terminate your User account or access to / use of the Site or Services (including without limitation access or use on your device or through web sites) or to refuse any services to you without prior notice to you, at any time and for any or no reason.
36. Without limiting the above, if you (or we have reasonable grounds to believe you have / will) breach this TOU, or conduct yourself in a manner detrimental to the integrity, security and operation of the Sites or Services, we reserve the right to permanently terminate your User account (whether in part or in whole) as well as any other Users' account which are in respect of the same Business. You agree and acknowledge that any such termination may be effected without prior notice, and agree that the Site or Service may immediately deactivate or delete any account you or your Business may have and all related information and files in any such account and/or bar any further access to such information and files.

37. Further, you agree and acknowledge that to the maximum extent permitted by law, we shall not be liable for the discontinuation or termination of your access to the Site or Service. Termination of this TOU shall be without prejudice to accrued rights, which will survive on termination together with any obligations in respect of indemnities, and any intellectual property rights and confidential information and sharing of information which will be deemed to survive termination for any reason whatsoever.

#### **Exclusion & Limitation of Liability**

38. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY CAMELONE ON OR THROUGH THE SITES ARE PROVIDED ON "AS IS BASIS" (AS DEFINED IN THIS TOU, AND ALSO AS GENERALLY CONSTRUED), "AS AVAILABLE" AND "WITH ALL FAULTS", AND CAMELONE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONFIDENTIALITY, CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.
39. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAMELONE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, VALUE, ACCURACY, CORRECTNESS, PERFORMANCE, STABILITY, CAPACITY, ABILITY TO USE OR ENJOY, TIMELINESS, CONFIDENTIALITY, NON-INFRINGEMENT OF ANY LAWS OR REGULATIONS OR THIRD PARTY RIGHTS, VALIDITY (INCLUDING LEGAL VALIDITY AND ENFORCEABILITY). CAMELONE DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS AND SERVICES OFFERED OR DISPLAYED ON THE SITES DO NOT VIOLATE ANY THIRD PARTY RIGHTS; AND CAMELONE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.
40. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR CONTRACTS, LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, WASTED MANAGEMENT OR OFFICE TIME, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL LOSS (HOWSOEVER ARISING), INCURRED IN CONNECTION WITH OR ARISING FROM YOUR ACCESS OR USE OF THE SITES AND SERVICES, WHETHER OR NOT THEY ARE FORESEEABLE AND EVEN IF WE, OUR AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF (including, without limitation: (i) the use of the Site and Services; (ii) any defect in goods, samples, data, information or services obtained from a User or any other third party through the Sites; (iii) statements or conduct of any User of the Sites or Services; (iv) unauthorized access by third parties to private or confidential data or information of any description of any User).
41. Notwithstanding any of the foregoing provisions, save as a result of CamelOne's fraudulent conduct, in no event shall CamelOne's total liability to you for all damages, losses, and causes of action (whether in contract or tort, including but not limited to negligence or otherwise) arising from this TOU or your use of the Sites exceed, in the aggregate, SGD\$100. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims against CamelOne (including any Claims) arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

42. The limitations and exclusions of liability to you under the TOU shall apply to the maximum extent permitted by law but shall not apply to any claims for Loss in respect solely of death or personal injury, provided we are legally liable for the same.

### **General Indemnification**

43. Without limiting any indemnity given elsewhere in this TOU and without prejudice to any other rights we may have under this TOU or at law, you agree to fully indemnify and hold harmless us, our affiliates, members, officers, employees and agents (collectively, the “**Indemnified Parties**”) from and against any claim, demand, loss, damage, cost, or liability (including reasonable legal fees) which any of the Indemnified Parties may suffer or suffers in connection with or arising from your breach of this TOU (including, without limitation any warranty or representation made by you under the TOU) and/or your access or use of the Site or Services.
44. Under no circumstances shall CamelOne be held liable for any delay or failure or disruption of the content or services delivered through the Sites or Services resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

### **Analytics & use of information**

45. You agree that CamelOne may conduct data analytics as referred to in the TOU, including (but not limited to) matching and profiling you (and, for avoidance of doubt, your Registered Users) to provide you with features and functions of the Site or the Services which may be relevant or of interest to you and to improve your user experience and for the purposes of enhancing the Site or Services or developing new product or service offerings. For such purposes, personal and customer data will be aggregated and / or anonymized, such that no one individual or entity can be identified or recognized from the user statistics in question. You acknowledge and agree that any anonymised data is not personal data and that we have the right to share and disclose such anonymized data with third parties for any purposes.

### **Other terms**

46. **Notices:** All legal notices or demands to or upon CamelOne shall be made in writing and sent to CamelOne personally, by courier, certified mail, or facsimile to the following address:

8 Aljunied Avenue 3, The Pulse, Singapore 389933

Attn: [mayadavi@quud.company](mailto:mayadavi@quud.company)

The notices shall be effective when they are received by CamelOne in any of the above-mentioned manner.

All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to CamelOne, or by posting such notice or demand on those areas of the Sites that are publicly accessible without a charge. Notices to a Business can be in respect of any User authorized by the Business including, but not limited to any Super Admin User.

47. Save for the Indemnified Parties who are entitled to enforce paragraph 43 of this TOU, a person who is not a party to this TOU shall have no right under the Contracts (Rights of Third Parties) Act (Rev. Ed. 2002, Chapter 53B) to enforce any of its terms.

48. If any provision of this TOU is found by a competent court to be invalid, illegal, or unenforceable for any reason, you agree that any remaining portion of that provision, and all other provisions of this Agreement, shall remain valid and enforceable to the fullest extent permitted by law in order to give effect to the Parties' intentions.
49. The illegality, invalidity or unenforceability of any provision of this TOU 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.
50. Any failure or delay by us to enforce or exercise any provision of this TOU or any right or remedy under this TOU shall not operate as a waiver thereof, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. Our rights and remedies provided in this TOU are cumulative and are not exclusive of any rights or remedies provided at law.
51. This TOU is governed by and construed in accordance with the laws of Singapore. You irrevocably agree to submit any dispute arising out of or relating to this TOU to the non-exclusive jurisdiction of the courts of Singapore.
52. Headings are used for ease of reference and do not affect the interpretation of these terms.
53. Subject to any Additional Policies, and additional agreements that may be executed by the Parties, the text of this TOU constitute the entire agreement between you and CamelOne with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.
54. CamelOne and the Users are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the TOU. In particular, CamelOne is not an agent of any Party to any transaction and does not have the authority to represent any Party and does not purport to do so.
55. CamelOne shall have the right to assign the TOU (including all of our rights, titles, benefits, interests, and obligations and duties in the TOU) to any person or entity (including any affiliates of CamelOne). You may not assign, in whole or part, the TOU to any person or entity.