

TERMS & CONDITIONS (Last Updated Date: 27/09/2018)

These Terms & Conditions ("**Terms**") are entered into between **Work-sphere Venture Pte Ltd**, a Singapore company, its subsidiaries and affiliates (collectively, "**Work-sphere**", "**us**", "**our**" "**we**"), and any customer accessing and/or using and/or subscribing to our service and/or making a booking directly through us, or indirectly through our third party partners and distributors (collectively, "**Customer**", "**You**"). For the avoidance of doubt, "Customer" and "You" includes both individual and corporate customers.

Please read carefully the terms of this agreement before using our website at www.work-buddy.com ("**Site**"), our workbuddy mobile applicaiton ("**App**") (the Site and App are also collectively referred to as "**workbuddy**") and/or our services. If you do not agree to this agreement, please do not use and/or make any bookings through this service, site and/or app.

By accessing, browsing, and/or using our service and/or Site and/or App and/or any platform, and/or by making any bookings on our App, Site, and/or any platform or devices, and/or by posting any content on any of our Site, App and/or platform, you acknowledge to have read, understood and agreed to be bound by these Terms, including our [Privacy Notice](#) and any other notice or statement set forth below which also governs your use of the Service (collectively, the "**Agreement**") and you agree that such Agreement (as may be amended from time to time) then in force shall apply, whether or not you have registered with us. Our Privacy Notice is published at **1/6/2018**.

If you accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

If you become aware of any material on this Site, App and/or platform which is in violation of a copyright, please notify us by e-mail at jx@work-buddy.com or info@work-buddy.com

Work-sphere may, at its sole discretion, vary, amend, add or remove any portions of these Terms by posting the amended Terms on the Site or through the App, at any time. Any use and/or continued use of the Site, App or Services after the amendment of these Terms is deemed acceptance of the amended Terms by you. If you do not agree to the amended Terms, you have the right to stop using the Site, App and Services.

By accessing this website, you warrant and represent that you are at least 18 years old or, if younger, you have a parent's or guardian's approval to access or use this website.

1. INFORMATION ABOUT US

- 1.1 The Service, Site and App are operated by **Work-sphere Venture Pte Ltd**, which is registered in Singapore and has its registered office at 10 Anson Road, International Plaza #25-17, Singapore 079903
- 1.2 Contacting us: You can e-mail us at jx@work-buddy.com or info@work-buddy.com. Alternatively, contact us by telephone at + 65 6727 4635 or by post to us at Level 35, Gateway West, 150 Beach Road, Singapore 189720. If you are emailing us or writing to us, please include details of your booking.

2. DESCRIPTION OF OUR SERVICE

- 2.1 Work-sphere operates workbuddy, an online community platform through which Customers can make bookings of commercial property, work space, meeting space, desk space and any other spaces or property(ies) ("**Spaces**") at participating locations

provided by our partners (collectively "**Space Providers**" or "**Property Providers**") for a fixed monthly subscription fee.

- 2.2 Through workbuddy, we provide you with a platform allowing you to search and book temporary spaces for use during the day (for examples, workspaces, work desks, conference rooms, event etc.) ("**Service**"). Our Service is accessible through various platforms including our App and Site and any other extension (collectively "**Platforms**").
- 2.3 We do not own, control, operate, sell, resell, furnish, provide, rent, sublet, or manage the Spaces. Our Service is restricted to the scope provided in these Terms and Work-sphere shall not be liable and/or be part of any agreements beyond the scope of these Terms entered into between Customers and Space Providers or any other third party. Work-sphere does not act as broker, agent or insurer for bookings.
- 2.4 Work-sphere reserves the right, at its sole discretion, to vary, remove and/or add Spaces available for booking at any time without notice to the Customers.

3. YOUR ACCESS TO THE SERVICE

- 3.1 To access and/or use the Service, you will be asked to sign up with your first and last name, your email address, your phone number and a password ("**Registration Data**"). You must provide accurate, complete and up-to-date information required for your user account.
- 3.2 To make a booking, you will be requested to complete your Registration Data with your payment details and your specific preferences/requests for your booking ("**Booking Data**"). Such Booking Data are required for the purpose of providing you the Service, including confirming the details of your booking.
- 3.3 When you use our Service and/or access any of our Platforms, whether or not a booking has been made, we may automatically collect certain information. Please take a look at our Privacy Notice for further information.
- 3.4 Our Service is provided for your use, subject to the Terms set out herein. You are not allowed to transfer, re-sell, deep-link, use, copy, monitor, display, download, create derivative works or reproduce any content or information, software, products or services available on our Service and Platforms for any commercial or competitive activity or purpose.
- 3.5 Additionally, by using the Service and/or the Platforms:
 - 3.5.1 you agree not to make any speculative, false, or fraudulent booking;
 - 3.5.2 you represent that you possess the legal authority to create a binding legal obligation;
 - 3.5.3 you will only use this Service to make legitimate bookings; and
 - 3.5.4 you represent that the information supplied by you on our Service is true, accurate, current and complete and you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.
- 3.6 If your booking or account shows signs of fraud, abuse or suspicious activity, Work-sphere may cancel any booking and close any associated user accounts. If you have conducted any fraudulent activity, Work-sphere reserves the right to take any necessary legal action, including making police reports on any suspected fraudulent activity machine, resulting in unlawful wrongful gain or wrongful loss.
- 3.7 The Service is not directed at children who have not yet reached the legal age of majority. The use of any of our services is only allowed with the valid consent of a parent or a guardian. If we receive information from a child under the legal of age of majority, we reserve the right to delete it.

4. LICENCE

- 4.1 Work-sphere hereby grants you a personal, non-exclusive and non-transferable licence to use the Site and/or App, and access and use the Services available via the Site and/or App, subject to the terms set out in these Terms.
- 4.2 You agree not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute, sell, trade, exploit or use for any commercial or other purposes, any portion of, or any access to:
- 4.2.1 any Service;
 - 4.2.2 the Site or App; and/or
 - 4.2.3 any materials, information, news, advertisements, listings, pricing, data, input, text, songs, audio, video, pictures, graphics, software, blogs, forums, message boards, broadcasts, comments, suggestions, ideas and other content, that is made available on or via the Site, App or Services (collectively, "**Content**"),
- except, to the extent permitted, with the prior written consent of Work-sphere or unless expressly permitted in these Terms.
- 4.3 Without prejudice to the generality of Clause 4.1, you agree not to reproduce, display or otherwise provide access to the Site, App, Services or Content, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of Work-sphere.
- 4.4 The Site, App and all Content are the copyrighted work of Work-sphere and/or its agent, or our content or software providers, and Work-sphere reserves and retains all rights in the Site, App and Content and reserves the right to commence legal proceedings against anyone who is found to be reproducing and copying the works and images of the Site, App and Content.
- 4.5 You may not decompile, reverse engineer or otherwise attempt to discover the source code of the App or any Content, except under the specific circumstances expressly permitted by law or Work-sphere in writing.
- 4.6 You may not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Site, App, Services or our servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, spamming, reverse engineering or reprogramming.

5. SUBSCRIPTION

- 5.1 **Subscription Cycle:** Each paid workbuddy membership subscription cycle shall be one (1) calendar month. Your paid workbuddy membership subscription will also be automatically renewed on a monthly basis, unless such paid workbuddy membership subscription is cancelled or terminated.
- 5.2 **Passes:** Space bookings are made on our Platform using membership passes. The amount of passes allocated to you per month depends on the subscription package associated with your workbuddy account. Any unused passes during a subscription cycle shall be forfeited in the next subscription cycle and for the avoidance of doubt, shall not be carried over to the following month.
- 5.3 **Termination:** You may provide us a notice cancel or terminate your paid workbuddy membership subscription at any time via the "Cancel Membership" button on our Platform. However, kindly note that such cancellation or termination shall only be effective at the end of the subsequent calendar month from the day you cancel or terminate your paid workbuddy membership subscription. For example, if you confirm your cancellation on the Platform on 20 March, the cancellation will only be effective on 30 April, and you will be billed up until this date.

6. BOOKINGS AND USAGE CONDITIONS

- 6.1 By confirming bookings on the workbuddy platform, the Customers have also agreed to abide by and adhere to any policies, procedures, conditions and/or specific terms which are applicable to users of such Spaces ("**House Rules**"), regardless of whether the Customer has read or sighted such House Rules before or after making the booking. Customers may choose to read and understand the House Rules (usually available at the front desk of the Spaces) upon their check-in at the Spaces.
- 6.2 Customers are responsible for leaving the Space in the same condition as it was on arrival. As a Customer, you acknowledge and agree that you are responsible for your own acts and/or omissions. You shall be liable for all damages and/or repair costs and/or replacement costs (as proven by the Space Provider(s)) caused by your acts and/or omissions during the usage of the Space(s). Unless Work-sphere's written consent is obtained, Customers are prohibited from inviting other individuals or providing access to other individuals to the Space.
- 6.3 Each booking is a licence granted by the Space Provider to the Customer to enter and use the Space for a limited duration, being such time period booked by the Customer in respect of the Space ("**Booked Time Slot**"). Space Providers may eject Customers from the Space, in the event that the Customers engage in unwanted conduct (including, but not limited to, causing disruptions to other occupants / engaging in illegal activity / affecting the peace and quiet enjoyment of other occupants of the Spaces / causing property damage / engaging in conduct in breach of Space Provider's policy). Space Providers shall also eject Customers who do not vacate the Space at the end of the Booked Time Slot. In connection with the foregoing, Work-sphere shall impose additional charges on Customers (such charges to be decided at the sole discretion of Work-sphere without giving any reason whatsoever) directly, in the event that they do not vacate the Space at the end of the Booked Time Slot.. The Customer acknowledges that they shall have no claim whatsoever against Work-sphere in the event that Work-sphere decides to impose the said additional charges, and shall use reasonable endeavours to effect prompt and due payment of the said additional charges. Any extended usage of Spaces beyond the Booked Time Slot using the Service shall be subject to availability.
- 6.4 Customers shall not share any passwords issued by Work-sphere and/or Space Providers to any third party.
- 6.5 Whilst any damages, claims and/or complaints in relation to the use of Spaces is a matter between Customers and Space Providers, you agree, if requested by us, to cooperate with and assist us in good faith, and to provide us with such information and take such actions as may be reasonably requested by us, in connection with any damage claims or other complaints or claims made in relation to a Space.
- 6.6 Work-sphere does not guarantee the availability of Spaces. All bookings are on a first-come, first-serve basis and subject to availability of the Spaces. In the event that the Customer makes a booking on the Platform and arrives at the location of the Space and discovers that there is no such Space for the Customer, the Customer is permitted to make a "no Space report" to Work-sphere, and the Space credits shall be refunded accordingly to the Customer's user account.

7. PAYMENT AND BILLING (NOT APPLICABLE TO CORPORATE USERS)

- 7.1 **Subscription and Payment:** Your paid workbuddy membership subscription starts on the date that you sign up for such paid workbuddy membership subscription. You must provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "**Payment Method**") when you sign

up as such. We will automatically bill the monthly paid workbuddy membership subscription fee to your Payment Method on the first day of each month (subject to any free trial period) until your paid workbuddy membership subscription is cancelled or terminated. This automatic billing is applicable to all paid workbuddy membership subscription, including those made pursuant to or under any promotions provided by Work-sphere or its partners. Where applicable, a pro-rated amount may be billed to your Payment Method for any paid workbuddy membership subscription period that does not constitute a full calendar month.

7.2 **Free Trial Period:** The first month of your paid workbuddy membership subscription may start with a free trial. However, Work-sphere reserves the sole and exclusive right to revoke the free trial and put your account on hold in the event that we have reasonably determined that you are not eligible, due to any abuse of the free trial or otherwise.

7.3 **Conclusion of Free Trial Period:** We will charge your Payment Method for your paid workbuddy membership subscription fee at the end of any applicable free trial period, unless you cancel or terminate your paid workbuddy membership subscription prior to the end of the free trial period.

7.4 All payments shall be made in SGD.

7.5 By joining our subscription program, you authorise us to transmit information and/or to obtain information about you from third parties from time to time and this may include verification checks involving your debit or credit card number or credit reports in order to authenticate your identity, to validate your debit or credit card, to obtain an initial debit or credit card authorisation, to protect you and us from fraud, and to enable us to arrange delivery of your order to your nominated delivery address.

7.6 For the avoidance of doubt, any and all issues arising from payment processing shall be governed by the Terms and Conditions between the Customers and their respective credit/debit card providers. WORK-SPHERE DISCLAIMS ALL LIABILITY AND POTENTIAL CLAIMS THAT MAY BE BROUGHT BY THE CUSTOMER FOR ISSUES IN RELATION TO PROCESSING OF THE CARD PAYMENTS.

7.7 You may change your Payment Method by logging into our Site, App, or by emailing us at info@work-buddy.com. In the event of unsuccessful payment, due to insufficient funds, expiration of debit/credit card and/or due to any acts or omissions by you, and you do not provide a valid alternative Payment Method or terminate your subscription, you shall remain personally liable for any outstanding/unpaid subscription fees. Work-sphere fully and expressly reserves its right to terminate your subscription and recover any outstanding/unpaid subscription fees.

7.8 **Refunds for subscriptions:** All payments made in respect of the paid workbuddy membership subscription are generally non-refundable, unless any such payment was erroneously billed and collected via the Payment Method by Work-sphere. In such an event, you may email us at info@work-buddy.com and we will review any such error claimed on a case-to-case basis. Upon our satisfaction that a Customer has been erroneously charged, we will then refund the overcharged amount back to the Customer.

7.9 **Refunds for "add-on services":** Refunds may be provided in respect of payments made for "add-on services" (such as meeting room bookings or bring-a-friend functions) provided by certain Space Providers on our Platform, and where such "add-on services" were not provided or delivered to Customers. Such refunds are considered on a case-to-case basis. Nothing in this clause shall be construed to mean that a Customer is entitled to a refund solely because the "add-on services" were not utilised by the Customer.

7.10 **Termination of Subscription:** All subscriptions shall be terminated at least 5 working days before the start of the next

subscription cycle, failing which, you shall be automatically billed for the next subscription cycle without any refund or concession.

7.11 **Disputes relating to payments/billings:** All other disputes in relation to payments/billings shall be directed to Work-sphere's customer service at: info@work-buddy.com

8. CANCELLATION, NO SHOW, MODIFICATIONS

8.1 All cancellations or change of bookings must be made before 9.00pm on the preceding day of the booking ("**Cut-off Time**"), For example, if you make a Space booking for Tuesday, any cancellation or change of bookings must be made before Monday, 9.00pm. Cancellations or change of bookings that are made after the Cut-off Time will not be valid. Customers acknowledge and agree that cancellations after the Cut-off Time or no shows for bookings shall: (a) affect their ratings on the Platform which shall affect their ability to make future bookings on the Platform, and (b) not be entitled for refunds of any Space credit used.

8.2 Prior to making your booking, Customers shall also carefully read the Space Provider's policy for any modification, cancellation and no-show policy applicable to your booking. ALL CANCELLATIONS MUST BE DONE THROUGH OUR SITE, APP OR OUR CUSTOMER SERVICE.

8.3 All check-ins to the booked Spaces shall be in accordance with the prescribed check-in method applicable to each Space. Any use of Space without proper check-in may be deemed as no-show unless expressly waived by Work-sphere upon production of evidence of such usage/check-in of the booked Space.

8.4 The modification, cancellation and no-show policy applicable to your booking is available on the Space Provider's policy page on our Site and/or App, on the booking page and in the confirmation email of your booking.

8.5 By making a booking with a Space Provider, you accept and agree to the relevant modification, cancellation and no-show policy, and payment of any related applicable fees may apply to your booking.

8.6 All late cancellation and/or no-show fees which may be imposed by the Space Providers will be automatically included during the next Billing Date to your Payment Method.

9. ACCOUNT RESTRICTION

Work-sphere may at its sole discretion limit your access or deny your access to the Service, at any time and for any reason, including in case of violation of the terms of this Agreement or any third parties rights and/or any applicable laws and regulations.

10. OUR RIGHT TO VARY THESE TERMS

10.1 We reserve the right, in our sole discretion and without notice to you, to modify, discontinue or terminate the Site, App, Contents and/or to modify these Terms. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. We will also update the "Last Updated Date". By continuing to access or use the Site after we have posted a modification on the Site or after we have notified you of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you may cease using the Site.

10.2 For the avoidance of doubt, the Terms are subject to the relevant laws and regulatory requirements in Singapore which shall prevail over the Terms and shall apply to all content made by us through the Site.

11. INTELLECTUAL PROPERTY

11.1 Work-sphere exclusively retains ownership of all rights, titles, interests and goodwill in and of all intellectual property (including,

but not limited to, logos and trademarks, designs, copyrights, software, database, infrastructure, website, domain name and applications (including the guest reviews and translated content)) in the Service Site, App, and all Content ("**Work-sphere IPR**"). Any unlawful or unauthorized use of Work-sphere IPR will constitute a material infringement of our intellectual property rights (including copyright and database right).

12. LIABILITY DISCLAIMER

- 12.1 ALL SPACES OFFERED VIA THE SITE, APP AND/OR PLATFORMS ARE OFFERED AND PROVIDED BY OUR THIRD-PARTY SPACE PROVIDERS, AND NOT WORK-SPHERE.
- 12.2 THE SPACE PROVIDER SHALL BE SOLELY RESPONSIBLE IN THE DEALING OF ALL COMPLAINTS OR CLAIMS WITH RESPECT TO THE SPACE AND TO PRODUCTS AND SERVICES OFFERED TO YOU BY THE SPACE PROVIDER.
- 12.3 **WORK-SPHERE IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY LIABILITY WITH RESPECT TO ANY CLAIM IN RESPECT OF THE CONDITION OF THE SPACE AND/OR PRODUCTS AND SERVICES PROVIDED BY THE SPACE PROVIDERS. HOWEVER, WORK-SPHERE MAY, AT ITS SOLE DISCRETION (AND WITHOUT ANY OBLIGATION TO DO SO), ACT AS INTERMEDIARY BETWEEN THE SPACE PROVIDER AND A CUSTOMER IN ORDER TO HELP AND FACILITATE SETTLEMENT OF CLAIMS BETWEEN A CUSTOMER AND A SPACE PROVIDER. PLEASE CONTACT OUR CUSTOMER SERVICE.**
- 12.4 **WORK-SPHERE DISCLAIMS ALL LIABILITY FOR THE NON-AVAILABILITY OF THE SPACE, NOTWITHSTANDING THAT CUSTOMERS HAVE MADE A BOOKING OF A SPACE ON THE PLATFORM.**
- 12.5 THE SITE, APP AND PLATFORMS MAY INCLUDE INACCURACIES OR ERRORS. **IN PARTICULAR, WORK-SPHERE DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION (INCLUDING, BUT NOT LIMITED TO, THE PHOTOGRAPHS, DESCRIPTION AND AVAILABILITY) PUBLISHED ON THE SITE, APP AND/OR PLATFORMS. EACH SPACE PROVIDER REMAINS RESPONSIBLE AT ALL TIMES FOR THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE INFORMATION DISPLAYED ON OUR PLATFORMS.**
- 12.6 **WORK-SPHERE SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OR NON-DELIVERY OF INFORMATION AND MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES CONTAINED ON THE PLATFORMS FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES ON OUR PLATFORMS DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY WORK-SPHERE. ALL SUCH INFORMATION, SOFTWARE PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND WORK-SPHERE DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR RESPONSE, TITLE AND NON-INFRINGEMENT.**
- 12.7 **WORK-SPHERE IS NOT AN AGENT OR EMPLOYEE OF THE SPACE PROVIDERS. WORK-SPHERE DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY,**

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND COMPLIANCE WITH DESCRIPTION), RELATED TO ANY SPACES OFFERED VIA THE SITE, APP AND/OR PLATFORMS.

- 12.8 **FOR THE AVOIDANCE OF DOUBT, WORK-SPHERE SHALL NOT BE LIABLE FOR ANY ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OF ANY SPACE PROVIDERS, NEGLIGENCE OF ANY SPACE PROVIDERS / CUSTOMERS / THIRD PARTY OCCUPANTS, OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WORK-SPHERE SHALL NOT BE LIABLE FOR AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND WORK-SPHERE SHALL NOT BE RESPONSIBLE FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.**
- 12.9 **TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WORK-SPHERE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS SERVICE AND PLATFORMS OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SERVICE AND/OR PLATFORMS; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS AND SERVICES OBTAINING THROUGH THIS SERVICE AND THE PLATFORMS; EVEN IF WORK-SPHERE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

13. INDEMNITY

You agree to defend, indemnify and hold the Work-sphere, its directors, officers, employees, agents, vendors, partners, contractors, artists, institutions, distributors, representatives and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable legal fees, in any way arising from, related to or in connection with your use of the Site, App and/or Platforms, your violation of any law, your violation of the Terms or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right, or any claims that the Space Providers may have against Work-sphere for damage caused to the Spaces. You agree to cooperate as fully as reasonably required in the defence of any claim. Your indemnification obligation will survive the termination of this Contract and/or your use of the Site, App and/or Platform, as the case may be.

14. MISCELLANEOUS

- 14.1 **Transferability:** We may transfer our rights and obligations under a Contract to another organization, but this will not affect your rights or obligations under these Terms. You may not assign, sub-license or otherwise transfer any of your rights under these Terms.
- 14.2 **Entire Agreement:** The Terms represent the entire agreement between you and us with respect to the Service and supersede and extinguish all previous or contemporaneous oral or written agreements and understandings between us in respect of the Service. In entering into the Applicable Terms, you agree that you have not relied on and will have no remedy in respect of any representations made by us other than as set out in the applicable Terms. Nothing in this clause shall limit or exclude liability for fraud.

- 14.3 **Contract (Rights of Third Parties) Act:** A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.
- 14.4 **Illegality:** Each of the paragraph of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14.5 **No Waiver:** Any failure by us to insist that you perform any of your obligations under these Terms, or any failure or delay by us in enforcing our rights against you will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any future default by you.
- 14.6 **Governing Law and Dispute Resolution:** This Contract shall be governed by and construed in accordance with the laws of Singapore.
- 14.7 **Disputes:** All disputes, controversies or differences ("**dispute**") arising out of or in connection with this Contract, including any questions regarding its existence, validity or termination, shall first be referred to mediation in Singapore, in accordance with the Law Society Mediation Rules for the time being in force. In the event that the dispute cannot be resolved in mediation within the time agreed by the parties, the parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.