

These Terms of Use cover the use of the software, solution, websites, and other products and services of Traveler Buddy Group Pte Ltd (the "Company"), particularly those you (the "Customer") have availed of either through signed agreement with the Company or through a customer order processed online through the Company's or its sales partner's website. Reference to "Key Terms" herein shall apply Customers under signed agreement; reference to "Package Terms" shall apply for online orders. Where there is no separate signed agreement, these Terms of Use shall serve as the Customer's agreement with the Company, where signature shall be replaced with his/her electronically input consent.

## 1. KEY TERMS

Particulars of the service availed by the Customer, including name and type of solution, format, pricing, etc. shall be as indicated in the Key Terms or the specifications in the order page on the relevant website ("Package Terms"). Key Terms and Package Terms define the particulars of the provision of the Services which shall be subject to terms and conditions as provided below, Applicable Law, privacy policy, any annexures or schedules attached or executed in writing by the Parties, usage guides/instructions, and Terms of Use available under the main menu in your Customer portal, for the Solution and Software, which may be updated from time to time by the Company.

## 2 DEFINITIONS

2.1 The following definitions and rules of interpretation apply in this Agreement.

**Applicable Laws:** laws or regulations of the countries or jurisdictions that would apply to the Customer or its Client/s' use of the Services.

**Client Data:** all data and information (including Client Personal Data) of or relating to the Customer's Client/s (or their businesses or operations) that is input, stored, or processed in order to use the Services.

**Client Personal Data:** Client Data that constitutes personal data or personal information under Applicable Laws which would be provided by the Client and/or Customer including but not limited to: name, email, age, country of origin or residency, passport details, travel history, relevant medical information, etc.

**Commencement Date:** the date on which the collaboration contemplated under this Agreement commences, as stated under Key Terms or Package Terms.

**Company Information:** as defined in Clause 6.1(b), which constitutes Proprietary Information of the Company.

**Confidential Information:** confidential information, however recorded or preserved and whether or not stated to be or marked as confidential, concerning the business, affairs, customers, clients, contracts, service providers or suppliers of a Party (or of any member of the group of companies to which the other Party belongs). But excludes information (a) that is or becomes generally available to the public through no fault or breach of any confidentiality obligation; or (b) that was disclosed to the Party by a third party without restriction.

**Customer Information:** as defined in Clause 6.1(a), which constitutes Proprietary Information of the Customer.

**Derived Information:** as defined in Clause 6.8.

**License Fees:** the price payable by the Customer’s clients to the Customer for the use of the Solution and the provision of Services, as stated under the Key Terms or Package Terms.

**Fees:** the fees payable in respect of the Services by the Customer to the Company, which includes Setup & Customization Fee and Additional Request Credits Fee as stated under Key Terms or Package Terms.

**Initial Term:** the term of collaboration and use of the Service, as stated under Key Terms or Package Terms.

**Intellectual Property Rights:** whether pertaining to the Company, suppliers of Third Party Tools, or as stated: patents, rights to inventions, copyright and related rights, all other rights in the nature of copyright, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Proprietary Information:** Customer Information and Company Information.

**Request Credits:** The capability to request Information through the Service. Information is provided on a per sector basis, i.e., ‘Arrival’ constitutes one sector of a journey, ‘Return’ a second one. Each sector equals one (1) request and will utilize one (1) Request Credit. If Information is requested for multiple countries in the same search the corresponding number of sector requests performed will be deducted from request credits remaining in the Usage Capacity (“Available Credit Balance”). If the client has chosen to receive updates, one (1) Request Credit will be utilized for a travel reminder message sent ten (10) days prior to the confirmed date of departure and one (1) Request Credit will be utilized for a travel reminder message sent five (5) days prior to the confirmed date of return. In the event of amendments being made to the restrictions, requirements and regulations for a confirmed journey each update message sent will utilize one (1) Request Credit that will be deducted from the Available Credit Balance. TO ILLUSTRATE AN EXAMPLE:

*Static Check*

Number of Destinations	1	2	3	4	5
Returning to Residence Country	1	1	1	1	1
Checks Performed	2	3	4	5	6

*Dynamic Check (Update)*

Number of Destinations	1	2	3	4	5
Returning to Residence Country	1	1	1	1	1
Updates (Estimate 2 per Destination)	2	4	6	8	10
Checks Performed	4	7	10	13	16

*Dynamic Check (Update) Plus Reminder*

Number of Destinations	1	2	3	4	5
Returning to Residence Country	1	1	1	1	1
Departure Date - 10 days Check	2	3	4	5	6
Returning Date - 5 days Check	1	1	1	1	1
Updates (Estimate 2 per Destination)	4	6	8	10	12
Checks Performed	9	13	17	21	25

**Services:** The provision of Information and related services as defined under the Key Terms or Package Terms, using the Company’s Software and Solution.

**Setup & Customization Fees:** the price payable by the Customer’s Clients to the Customer for the customization and setup as stated under the Key Terms or Package Terms.

**Software:** the software owned and operated by the Company with such features or components developed specifically for the Solution, and all updates, upgrades, releases, and versions thereof, including:

- (a) the source code and object code; and
- (b) all other works or material recorded or embodied in the software, including the audio or visual content in any screen displays in the user interface.

**Solution:** the private label solution, bearing the Customer's name, branding, colors, marks and logos, to be developed by the Company based on the Software and extended by the Customer, including through its Main Platform, to the Customer's Clients, the name, scope, and objectives of which are as described under the Key Terms or Package Terms or as from time to time amended by mutual agreement of the Company and the Customer.

**Usage Capacity:** the maximum Request Credits made available to the Customer and its Client, as stated under Key Terms or Package Terms. This shall expire upon lapse of the Initial or Renewal Term and refreshed annually upon renewal. Usage Capacity is non-transferrable and shall not be carried over.

- 2.2 Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- 2.3 Annexures and schedules, if any, form part of this Agreement and shall have effect as if set out full in the body of this Agreement. Any reference to this Agreement includes the annexures and schedules.
- 2.4 References to clauses and schedules are to the clauses and Schedules of this Agreement.
- 2.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 2.6 A reference to "in writing" or "written" includes fax and email.
- 2.7 Any words following the terms "including", "include", "in particular", "for example", or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 2.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and a reference to a person includes a natural person, a corporation, or an unincorporated body (whether or not having a separate legal personality).

### **3 NON-EXCLUSIVITY**

The Company's provision of the Services to the Customer is non-exclusive. The Company shall be free to provide the same or similar travel advice and related information to other customers at any time.

### **4 REQUIREMENTS AND PROHIBITIONS**

- 4.1 **It is understood that the Customer shall remain the primary service provider of the Client/s, including through its Main Platform.** The Customer will obtain and maintain any equipment and ancillary services necessary to connect to, access, or otherwise use the Services (including any necessary servers, web servers, network, modems, hardware, software, operating systems, and the like).
- 4.2 The Customer will not, directly or indirectly, perform any of the following, with respect to any or all of the Software, Solution, Services, or tools supplied by third parties in relation to these three ("Third Party Tools") (collectively, "Technology"):
  - (a) use or exploit the Technology in any way that is (in the reasonable opinion of the Company) not contemplated by the terms of this Agreement;

- (b) use or misuse the Technology in any way that may impair the functionality of any of its underlying systems, or undermine or attempt to undermine the security or integrity of the same;
- (c) use the Technology to provide services for or on behalf of or otherwise benefit any party not stated or contemplated in this Agreement, or commercially exploit the same in any way, including by operating as a service bureau, by time-sharing, or other multiple Authorized Developer basis, or by framing or mirroring any part of them;
- (d) use the Technology or any part of the Software for the benefit of a third party;
- (e) use the Technology in a manner inconsistent with or contrary to this Agreement, Applicable Law, privacy policy, rule, regulations, Intellectual Property Rights, whether of the Company or suppliers of Third Party Tools;
- (f) sell, resell, license, sublicense, rent, lease, lend, copy, reproduce, distribute, redistribute, assign, transfer, publish, the Technology, any part thereof, or any Intellectual Property Rights therein;
- (g) use the Technology in any manner that competes with the Company, such as to build a competitive product or service or otherwise modify them or create derivative works or make derivative works based on them, including to build a product or service using any similar ideas, features, functions or graphics of them or to copy or modify any or all of them;
- (h) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or any underlying structure, ideas, know-how, or algorithms relevant to the Technology or any part thereof;
- (i) modify, translate, or create derivative works based on the Technology or any part thereof;
- (j) remove, modify or obscure any proprietary notices, labels or marks in or of the Technology;
- (k) use any security testing tools in order to probe, scan or attempt to penetrate or ascertain their security, or to otherwise engage in denial of service attacks;
- (l) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm them, in any manner, or the Companies provision of services to any third party, in whole or in part, including to use any API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage;
- (m) otherwise use or cause the use of the Technology or any part thereof for any illegal or unlawful means; or
- (n) breach the terms of this Agreement, Applicable Law, privacy policy, rule, or regulations.

4.3 The Customer acknowledges and agrees that the Company may, although has no obligation to do so, monitor the use of the Solution and may prohibit any use of the Solution where the Company believes that such use is or may be in breach of this Agreement.

4.4 The Customer shall not gain, or attempt to gain, or permit any third party to gain, unauthorized access to the Technology, including through automated means not provided by the Company or through means other than access credentials.

4.5 The Customer shall ensure that its Client/s shall comply with Clauses 4.1 to 4.4, the End User License Agreement, and the Privacy Policy, and where necessary, enter into legally binding contracts with such Client/s incorporating this compliance obligation.

## 5 DATA

- 5.1 Client Data may be required to be input, stored, and/or processed in order to use the Services (“Minimal User-Initiated Information”). This Minimal User-Initiated Information includes but shall not be limited to: Departure Destination, Arrival Destination, Departure Date, and Return Date. Where the Client requires more specific or personalized Information when using the Services, such as but not limited to when the Client has requested to receive travel advice updates, additional Client Data, which may include Client Personal Data, may be required to be input, stored, and/or processed. It is understood and agreed that the Client shall have full consent to provide and control over Client Data to be provided beyond the Minimal User-Initiated Information.
- 5.2 The Customer, as the primary service provider to its Client/s and/or the operator of the Main Platform, agrees that it has sole responsibility for (i) all storage, backup and retrieval of Client Data; (ii) any transmission errors, corruption, or compromise of Client Data transmitted via any distributor or other vendor over whose network or through whose services Customer extends the Services, or otherwise transmitted via the Internet; and (iii) the condition, completeness, timeliness, backup, legality, reliability, integrity, accuracy, and quality of the Client Data. The Company will use commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of the Services. The Company will take standard industry measures to additionally back up client data.
- 5.3 The Customer shall comply with Applicable Laws, Company Privacy Policy, and this Agreement with regard to the collection, processing, use, and storage of Client Data, including by obtaining the necessary consent from the Client especially with regard to Client Personal Data and those beyond Minimal User-Initiated Information.

## 6 PROPRIETARY INFORMATION

- 6.1 The Parties acknowledge that, to enable the provision of the Services:
- (a) the Customer has provided or will provide relevant information or data owned, held, or created by or on behalf of the Customer to the Company (“**Customer Information**”); and
  - (b) the Company has provided or will provide relevant data owned, held, or created by or on behalf of the Company to the Customer (“**Company Information**”).
- 6.2 Customer Information belongs to the Customer, The Customer owns all rights (including all Intellectual Property Rights), title, and interest in and to the Customer Information.
- 6.3 Company Information belongs to the Company. The Company owns all rights (including all Intellectual Property Rights), title and interest in and to the Company Information, as well as all or any improvements, enhancements, or modifications to the Software and the Solution, and any applications, inventions, or other technology developed in connection with the Software and the Solution.
- 6.4 Each Party agrees to take reasonable precautions and security measures to protect, keep confidential, and safeguard the Proprietary Information of the other Party from unauthorized access or use. Each Party agrees not to use (except in performance of the Services or otherwise consented to by the other Party) or disclose the Proprietary Information to any third party.
- 6.5 The obligation under this clause will not apply in respect of any Proprietary Information that:
- (a) is or becomes generally available to the public;
  - (b) was disclosed to the Party by a third party without restriction; or
  - (c) is required to be disclosed by law.

- 6.6 Each Party undertakes that access to the other Party's Proprietary Information will be limited to its personnel, advisors, or service providers on a strictly need-to-know basis only, and that the relevant personnel, advisors, and service providers are aware of and complies with provisions of this clause.
- 6.7 For the avoidance of doubt, the Company has the right to collect and analyze any data and information relating to the provision, use, and performance of various aspects of the Software and related systems and technologies, including any data or information of or derived from the Customer's and its Clients' use of the Services ("**Derived Information**"). The Company is free to, without any license or permission from the Customer and/or Client and without paying any fees or payment to either one of the latter:
- (a) use any Derived Information to improve and enhance the Services and for other development, diagnostics, and remedial purposes in connection with the Services and other offerings by the Company; and
  - (b) disclose such data solely in aggregate or in unidentifiable form.

The Customer shall ensure that relevant notices and consents shall be in place, including through its Main Platform, for these purposes.

## **7 CONFIDENTIAL INFORMATION**

- 7.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party, except as permitted by Clause 7.2.
- 7.2 Each Party may disclose the other Party's Confidential Information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other Party's Confidential Information comply with this clause; and
  - (b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority, with prior notice to the other Party.

## **8 FEES AND PAYMENT**

***Applicable for separate signed agreement; for online orders: to be charged against bank, credit card, or payment methods accepted in the website.***

- 8.1 The Customer will pay the Company fees as indicated under the Key Terms or Package Terms, plus applicable taxes and expenses incurred by the Company, in relation to the provision of the Services, including as is specific to the Customer's jurisdiction. If the Customer's use of the Solution exceeds the Usage Capacity as stated under Key Terms or Package Terms, the Customer will be billed for such additional usage and will pay the Additional Request Credits Fee in accordance with the Key Terms or Package Terms. Unless otherwise noted, all Fees are in USD.
- 8.2 License Fees and other fees pre-paid shall be non-refundable.
- 8.3 The Customer should settle any invoice sent by the Company ("Invoice") within fourteen (14) days from the date of invoice. In the event of payment after the due date, interest shall be payable on the overdue amount(s) at an amount equal to 1.5% per month of the overdue amounts or the maximum amount permissible under applicable law, which may be billed in the next or separate Invoice. The Customer shall be responsible for, and the Company shall be entitled to recover from the Customer, all costs associated with collecting any fees or other amounts due and owing to the Company from the Partner, including but not limited to any legal costs, lawyer's fees, court costs and collection agency fees.

- 8.5 The Fees set out in this Agreement do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes. Customer will be responsible for all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with this Agreement, other than taxes based on the net income or profits of the Company, and shall have the duty to advise the Company if any withholding taxes by the latter should be implemented.
- 8.6 Failure to pay any fees for more than thirty (30) days after the relevant due date will constitute a material breach of this Agreement referred to in Clause 9.4.
- 8.7 The Company reserves the right to change the fees or the manner for charging for the Services at the end of the Initial Term or Renewal upon providing not less than 60 days prior notice to the Customer. Notwithstanding the foregoing, fees and charges related to Third Party Tools or governmental authority processing fees, and/or their payment terms can be changed and claimed at any time with immediate effect.
- 8.8 Any enquiries on billing (including incorrect billing) of the Fees should be directed to the customer support department of the Company.
- 8.9 Any suspension of the Services by the Company pursuant to the terms of this Agreement will not excuse the Customer from its obligation to make payments for any services already rendered under this Agreement.
- 8.10 All payments to the Company must be transferred to following bank details below. **An email forwarding the payment transaction confirmation should be sent to [finance@travelerbuddy.com](mailto:finance@travelerbuddy.com).**

Account Name:	Traveler Buddy Group
Account Number:	0489049464
Name of Beneficiary Bank:	DBS Bank
Address of Beneficiary Bank:	12 Marina Boulevard, DBS Asia Central, @MBFC Tower 3, Singapore 018982
Country:	Singapore
SWIFT address:	DBSSSGSG

To send funds in USD, in addition to the initial information, please include the following details:

Pay to:	JPMorgan Chase Bank, N.A., New York, USA
SWIFT BIC:	CHASUS33
FED ABA:	021000018
For account of:	DBS Bank Ltd, Singapore
SWIFT address:	DBSSSGSG

To send funds in EUR, in addition to the initial information, please include the following details:

Pay to:	BARCLAYS BANK IRELAND PLC FRANKFURT BRANCH, Frankfurt am Main, Germany
SWIFT address:	BARCDEFF
For account of:	DBS Bank Ltd, Singapore
SWIFT address:	DBSSSGSG

To send funds in CHF, in addition to the initial information, please include the following details:

Pay to:	UBS AG, Zurich, Switzerland
SWIFT address:	BARCDEFF
For account of:	DBS Bank Ltd, Singapore
SWIFT address:	DBSSSGSG

## **9 DURATION; TERMINATION; SUSPENSION**

- 9.1 This Agreement shall remain in force and effect until the lapse of the Initial Term and shall be renewed automatically for (a) successive term/s of the same duration ("Renewal Term/s"), equal to the duration of the expiring term, under the same terms and conditions, until terminated as provided herein.
- 9.2 Either Party may terminate this Agreement by giving notice in writing to the other Party not less than thirty (30) days before the end of the Initial Term or the Renewal Term.
- 9.3 Without prejudice to any accrued rights or remedies available to it, either Party may terminate this Agreement with immediate effect, without penalty, by giving written notice to the other Party if at any time a Party:
- (a) commits any breach of any of the provisions of this Agreement, which was not cured within seven (7) working days from written notice of the offended Party;
  - (b) (in the case of the Company) is grossly negligent or incompetent in the performance of this obligations under this Agreement;
  - (c) (in the case of the Customer) fails to pay any Invoice when they fall due for more than thirty (30) days;
  - (d) suspends or ceases to carry on all or a substantial part of its business;
  - (e) suspends or is unable to pay its debts when they fall due; or
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Party (other than for the sole purpose of a scheme for a solvent amalgamation or solvent restructuring).
- 9.4 In case any of its Third Party Tools are terminated, suspended, or otherwise unavailable, through no fault of the Company, preventing it from performing its Services, the Company shall give written notice of suspension or termination to the Customer.
- 9.5 Upon termination each Party shall immediately:
- (a) pay the full amount of all sums due to the other Party (together with any interest payable) under this Agreement;
  - (b) stop providing or using the Service and availing any Proprietary Information of the other Party;
  - (c) return all properties of the other Party (including all equipment, devices, materials, and tools provided by the other Party) in its possession or under its control to the other Party; and
  - (d) irretrievably delete any Proprietary Information and Confidential Information of the other Party stored on whatever media or wherever located.
- 9.6 Within one (1) month from the date of termination of this Agreement, the Customer may request in writing for:
- (a) a copy of Client Data stored by the Company (subject to payment of a reasonable amount of administrative fee for meeting the cost of making such copy);
  - (b) deletion of Client Data stored by the Company.
- 9.7 All clauses of this Agreement which by their nature should survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability, shall remain in effect and may be enforced by the relevant Party.



## **10 NON-SOLICITATION; NON-COMPETITION**

- 10.1 The Customer shall not, during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, do or permit any of the following to be done without the prior written consent of the other Party:
- (a) induce or attempt to induce any employee or service provider of the Company to quit employment, service contract or retainer;
  - (b) interfere with or disrupt the Company relationship with its service providers;
  - (c) discuss employment opportunities or provide information about competitive employment to any of the Company employees or service providers; or
  - (d) solicit, hire, or entice away any employee or service provider of the Company.
- 10.2 The Customer shall not, during the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, develop, release, create distribute, license, sell, rent or lease to customers, third parties, or end-users, products or services that deals with the provision of travel related information similar to the Services herein, in direct or indirect competition with the Company.

## **11 WARRANTY AND DISCLAIMER**

- 11.1 Each Party warrants that it has full power and authority to enter into this Agreement and shall ensure that it has the requisite licenses and permits in order to perform its respective business and functions.
- 11.2 The Company warrants that:
- (a) it will use due care, skill, and ability that are consistent with prevailing industry standards in providing the Services;
  - (b) provision of the Solution will not infringe the Intellectual Property Rights of any third party; and
- 11.3 The Company does not warrant that the Services, Software, and/or the Solution will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from use of the same.
- 11.4 The Company disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for any particular purpose and non-infringement.
- 11.5 The Company will use commercially reasonable efforts to respond to any problems about the Services detected by the Company and/or reported by the Customer.
- 11.6 Where the Solution includes features that involve or are contingent upon Third Party Tools, the Company does not make any warranty on the availability, quality, or performance level of those Third Party Tools. For the avoidance of doubt, if and when the third-party service provider ceases to provide the Third Party Tools, the Company may cease to make available the features that involve or are contingent upon such services.

## **12 LIMITATION OF LIABILITY**

- 12.1 To the fullest extent permitted by law, the Company and its holding company(ies), subsidiaries, affiliates, directors, officers, employees, agents, representatives, partners, licensors, and Companies (including all equipment and technology Companies) (collectively the "**Company Entities**") will not be liable or responsible for:
- (a) any error or interruption of use or for any inaccuracy or corruption of data, nor any cost of procurement of substitute goods, services, or technology;
  - (b) any indirect, special, incidental, punitive, exemplary, or consequential losses or damages;

- (c) any loss of profit, business, or data; or
- (d) any matters beyond the reasonable control of the Company.

- 12.2 Notwithstanding the foregoing, the Company Entities liabilities in connection with or arising out of the provision of the Services are limited to the fees (if any) the Customer has paid to the Company for the Services in the twelve (12) months prior to the act that gave rise to such liabilities, whether or not the Company has been advised of the possibility of such damages.
- 12.3 For the avoidance of doubt, the Company shall in no event be responsible or liable for any claims or disputes between the Customer and any of its Clients.

### **13 INDEMNITY**

The Customer will indemnify the Company against any losses, damages, expenses, or liabilities (including legal fees) in connection with any claim or action that arises from:

- (a) any use of the Services by the Customer in breach of this Agreement;
- (b) any practice or handling of Client Personal Data where the Customer has failed to comply with its obligations under Clause 5.

### **14 NO PARTNERSHIP OR AGENCY**

- 14.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of the other, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 14.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

### **15 WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **16 SEVERABILITY**

- 16.1 If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 16.2 If any provision of this Agreement is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **17 NOTICES**

Any and all notices required or permitted by this Agreement shall be in writing and in English and shall be sent by email to the e-mail address set out under the Key Terms or Package Terms, with a copy to any individual with whom the Parties typically communicate ("Email Notification"), or by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier

service to the address set out in the recitals to this Agreement, with a copy to any individuals with whom the Parties typically communicate ("Mail Notification"). Any such notification shall be deemed effective: (i) upon transmission when delivered by Email Notification; or (ii) when delivered and received, by Mail Notification. Either Party may change its address for notice by giving notice of such address change in the manner provided herein.

## **18 ENTIRE AGREEMENT**

- 18.1 This Agreement, along with the Company's privacy policy, any annexures or schedules attached or executed in writing by the Parties, usage guides/instructions, and Terms of Use and subject to any amendments duly consented to in writing by both Parties, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 18.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

## **19 AMENDMENTS**

This Agreement may be amended by written agreement, including by email, clearly consented to by the Parties through their authorized representatives.

## **20 COUNTERPARTS**

This Agreement may be executed in any number of counterparts, including electronically, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

## **21 RIGHT OF THIRD PARTIES**

This Agreement is strictly between the Parties. The provisions of the Contracts (Rights of Third Parties) Act (Cap 53B) do not apply to this Agreement. No person who is not a party to this Agreement (whether or not such person is named, referred to, or otherwise identified, or form part of a class of persons so named, referred to, or identified in this Agreement) shall have any right under the Contracts (Rights of Third Parties) Act to enforce this Agreement or to enjoy the benefit of any term of this Agreement.

## **22 FORCE MAJEURE**

In no event shall the Company be responsible or liable for any failure or delay in the Services or otherwise the performance of its functions under this Agreement if such failure or delay arose out of or was caused directly or indirectly by forces beyond its control including: governmental orders, pandemics or epidemics, strikes, work stoppages, accidents, acts of war of terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, interruptions/loss/malfunctions of utilities. The Company shall use reasonable efforts to resume performance as soon as practicable under the circumstances and ameliorate the effects of such failure or delay. However, should performance be rendered impossible or the objectives of this Agreement be rendered frustrated, the Company may terminate the same upon giving written notice to the Customer.

## **23 CUSTOMER SYSTEMS**

The Customer shall ensure that all Customer Systems (a) have antivirus protection with the most current patches and updates, and have been hardened for security by removing all unsecure and unnecessary services that may have the capability to extract, store or manipulate the Companies Confidential Information or otherwise circumvent the security of the Services; (b) are configured in accordance with the “principle of least privilege”; and (c) will comply with any reasonable legal, technical and organizational security measures as may be specified by the Company from time-to-time.

## **24 GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Customer shall ensure that its use of the Information or otherwise availment of the Services shall be in compliance with Applicable Law, including as to data privacy regulation.

## **25 DISPUTE RESOLUTION**

- 25.1 Both Parties agree to cooperate and fulfil their obligations under this Agreement in good faith. Parties shall attempt to settle any disputes in an amicable manner by conducting good faith discussions. If the Parties are still unable to resolve the dispute within fourteen (14) days after the date of the first party's written request for discussions, either Party shall refer such dispute for final resolution as follows. Any dispute arising out of or in connection with this 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 (“**SIAC**”) in accordance with the Arbitration Rules of the SIAC (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- 25.2 The seat of the arbitration shall be Singapore.
- 25.3 The tribunal shall consist of three (3) arbitrators. Each party appoints one (1) arbitrator and the third arbitrator is appointed by mutual agreement.
- 25.4 The language of the arbitration shall be English.
- 25.5 Notwithstanding the foregoing, the Company may immediately file an action or claim for non-payment of monies before the relevant court or, for claims involving amounts not exceeding S\$20,000 (or equivalent) or such prescribed threshold, before the Singapore Small Claims for mediation and adjudication of the matter. Subject to the agreement herein on arbitration, the courts of the Republic of Singapore shall have exclusive jurisdiction to deal with any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination

## **Appendix A**

End User License Agreement

[https://www.travelerbuddy.com/EULA/2021\\_03\\_Travel%20Advice\\_EULA-EN.pdf](https://www.travelerbuddy.com/EULA/2021_03_Travel%20Advice_EULA-EN.pdf)

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