

GENERAL TERMS

Last updated: May 18, 2018

All use of the Services shall be subject to these General Terms (“**Terms**”). By using any of the Services, each User agrees to comply with and be bound by these Terms.

1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following definitions shall apply:

“**Affiliate**” means, in relation to any person, any other person who directly or indirectly Controls (through one or more intermediate persons, where applicable), is Controlled by or is under common Control with, that person.

“**Applicable Laws**” means all applicable statutes, enactments, acts of the state legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, directions, directives and orders of any governmental authority, statutory authority, tribunal, board, court or recognised stock exchange, and (as may be applicable) international treaties and regulations.

“**Clause**” means a clause in these Terms.

“**Client**” means, in relation to any of the Services:

(a) the person in whose name an order for such Services was placed pursuant to the applicable Order Form; and

(b) where there is no applicable Order Form, (i) the person using such Services, or (ii) if a person is using such Services on behalf of another person, such other person.

“**Client Data**” means any of the Data, documents and information provided or made accessible by the Client to Meiro in connection with the Services.

“**Control**” means:

(a) ownership of more than fifty percent (50%) of the voting rights or other equity interests of such person; or

(b) the power to direct the management or policies of such person, whether through (i) the ownership of more than fifty percent (50%) of the voting power of such person, (ii) the power to appoint more than half of the members of the board of directors or similar governing body of such person, or (iii) contractual or other arrangements,

and the terms “**Controlled by**” and “**common Control**” shall be construed accordingly.

“**Data**” means all data (whether original, derived or copied) in electronic form collected, developed, derived, received, used or stored by Meiro in connection with the Services.

“Data Protection Legislation” means the Personal Data Protection Act 2012 (No. 26 of 2012) and all Applicable Laws (whether in Singapore or otherwise) relating to the collection, use, disclosure, security, protection or processing (as the case may be) of Personal Data.

“Delegate” has the meaning given to it in Clause 3.4(a).

“Effective Date” has the meaning given to it in Clause 2.1.

“Fees” has the meaning given to it in Clause 4.1.

“Intellectual Property Rights” means all intellectual property rights, including without limitation any copyright, adaptation rights, publishing rights, reproduction rights, rights to communicate to the public, public performances, synchronisation rights, rights to be named as creator of the work, artist names, patents, utility models, circuitry, rights of patent, rights to inventions, design patents, designs, trademarks, trade names and business names (including Internet domain names and e-mail address names), service marks, brands, slogans, commercial symbols, logos, rights in software, database rights, rights to preserve confidential information (including know-how and trade secrets) other designations, inventions, trade secrets, know-how and/or any other industrial and/or intellectual property rights, whether registered or unregistered and all applications therefor.

“Late Payment Fee” has the meaning given to it in Clause 4.3.

“Marks” has the meaning given to it in Clause 14.1.

“Meiro” means Meiro Pte. Ltd. (Company Registration No. 201716898D).

“Metadata” means all Data that provides information about other Data, but excluding Client Data.

“Order Form” means, in relation to any order for the Services, the order form (in the form prescribed by Meiro) entered into between a Client and Meiro or a Partner (as the case may be) for such order.

“Partner” means any person authorised by Meiro, as evidenced by the certificate issued by Meiro to such person, to market, sell or distribute the Services.

“Party” means a party to these Terms.

“Personal Data” has the meaning given to it under the applicable Data Protection Legislation.

“Prohibited Content” means any Data, information, graphics, software and any other material which:

(a) contains or which may contain viruses, worms or other potentially harmful components which may threaten, infect, damage or otherwise interfere with any of the Services or the System;

(b) infringes any third party’s Intellectual Property Rights or other proprietary rights;

(c) is obscene, pornographic, fraudulent, harmful or illegal under the Applicable Laws; or

(d) is against any relevant policies issued by Meiro from time to time.

“Services” has the meaning given to it in Clause 3.1(a).

“Subscription Term” means, in relation to any Services, the subscription term for such Services as stated in the applicable Order Form or, where there is no applicable Order Form, as determined by Meiro in writing.

“System” means the extract, transform and load service which Meiro operates to facilitate the extraction, transformation, loading and storage of Client Data from various sources.

“Third Party Materials” means any code, libraries, programs, software, documentation, content or other intellectual property of any type, whether freely available to third parties or not, which was developed by a third party, and for which Meiro has a license or right (including rights under digital commons) to use such property in connection with rendering the Services under these Terms.

“Users” means:

- (a) in relation to any Order Form, (i) the Client in respect of that Order Form, and (ii) the person authorised by the Client, within the scope of its subscription under that Order Form, to use the Services; and
- (b) where there is no Order Form, (i) the person using the Services, and (ii) where a person is using the Services on behalf of another person, such other person.

“Warranty” has the meaning given to it in Clause 9.1.

1.2 In these Terms, unless the context otherwise requires:

- (a) references to currency amounts shall be in U.S. Dollars (USD) unless otherwise stated in the applicable Order Form;
- (b) the headings are for convenience of reference only and shall not affect the interpretation or be used in the construction of these Terms;
- (c) references to an agreement or document (including a reference to these Terms) is to the agreement or document as amended, supplemented, novated or replaced;
- (d) references to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, whether in a physical document or in an electronic communication or form or otherwise;
- (e) references to the singular shall include references to the plural and vice versa;
- (f) references to a person shall include any individual, firm, company or corporation (whether incorporated or established or carrying on business), unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
- (g) references to a party to these Terms or another agreement or document includes the party’s successors, permitted substitutes and permitted assigns (and, where applicable, the party’s legal personal representatives);

- (h) references to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (i) mentioning anything after “includes”, “including”, “for example”, or similar expressions, does not limit what else might be included;
- (j) any reference to “days” means calendar days and “months” means calendar months
- (k) references to a time of day is a reference to Singapore time;
- (l) nothing in these Terms is to be interpreted against a party solely on the ground that the party put forward these Terms or a relevant part of it; and
- (m) any obligation on a person not to do something includes an obligation not to allow that thing to be done.

2. General Provisions

2.1 These Terms shall become effective on the earlier of the effective date of the Services specified in the applicable Order Form or the date the User first uses the Services (“**Effective Date**”).

2.2 Subscription of the Services

- (a) The Services may be subscribed by way of an Order Form or by such other means permitted by Meiro.
- (b) By entering into the Order Form, the Client shall be deemed to agree to:
 - (i) these Terms; and
 - (ii) any relevant guidelines, notices, instructions, operating rules and policies pertaining to the use of the Services (including, without limitation, any privacy policy of Meiro) which Meiro may issue from time to time, each of which shall be incorporated by reference into the Order Form. In respect of any conflict or inconsistency between the Order Form and any document incorporated by reference into the Order Form that is not expressly resolved in those documents, the documents will control in the following order of descending priority: (i) the Order Form, (ii) these Terms, and (iii) the relevant documents.
- (c) Any Order Form entered into between a Client and Meiro shall constitute a contract between such parties.
- (d) An Order Form entered into between a Client and a Partner shall constitute a contract between such parties, and the Client must comply with the sales policy of such Partner.

2.3 For the avoidance of doubt, no Partner (or any third party) is authorised to enter into any transaction or contract on behalf of Meiro and Meiro shall not be construed to be a party to such transaction or contract. Accordingly, Meiro shall not be liable to any person in respect of any transaction or contract,

whether or not relating to the Services, unless such liability is pursuant to an Order Form or such other written agreement entered into between such person and Meiro.

2.4 The Client shall ensure that it and its Users comply with these Terms at all times and the applicable Order Form, and shall promptly notify Meiro in writing of any actual or potential breach of any of these Terms or the applicable Order Form. As between the Client and Meiro, the Client shall be responsible and liable for all acts and omissions by each of its Users in respect of the Services.

2.5 The Client shall:

(a) be fully responsible for providing and procuring the necessary data connection, software, hardware, server, systems and data connection to use the Services;

(b) subject to Clause 2.5(c), provide at its own expense all authorisations and Client Data necessary (as determined by Meiro) for the provision of the Services; and

(c) provide authorisations and Client Data only to the extent necessary for the provision of the Services described in the applicable Order Form or, if there is no applicable Order Form, the Services agreed to be provided by Meiro.

3. Services

3.1 Scope of Services

(a) Subject to these Terms, Meiro shall in consideration of its receipt of the Fees (or such other consideration agreed by it) provide the relevant User with the following services ("**Services**"):

(i) access and use of the System;

(ii) data extraction, processing, maintenance and handling services;

(iii) ongoing support and maintenance services; and

(iv) such other services agreed by Meiro.

(b) Subject to compliance with these Terms, each User is granted a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to use the Services during the Subscription Term in accordance with these Terms.

(c) Use of the Services shall at all times be made available in accordance with the parameters set out in the applicable Order Form or, where there is no applicable Order Form, the parameters prescribed in writing by Meiro. Such parameters include, for example, (i) the type of Services, (ii) the purpose of the Services, (iii) the Subscription Term, (iv) restrictions on the number of servers, processes and Users, and (v) overall performance indicators such as data volume and the complexity of data processing.

3.2 Service Level

(a) The undertakings by Meiro in Clause 3.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the instructions of Meiro, or modification or alteration of the Services by any person other than Meiro and persons duly authorised by Meiro.

(b) In the event that the Services do not conform with the undertakings by Meiro in Clause 3.1, Meiro shall, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction shall constitute sole and exclusive remedy for any breach of any undertaking in Clause 3.1.

3.3 Amendment and Updates

Meiro may offer automatic or manual updates to the System or related software at any time and without notice to any User. Users may need to install such updates to continue using the Services.

3.4 Delegation

(a) Meiro shall be entitled at its own expense to delegate the whole or any part of the performance of the Services to any person, whether a subcontractor, service provider or otherwise, (such person is referred to as a “**Delegate**”).

(b) If Meiro exercises its power to delegate, subject always to Clause 2.3 and Clause 9, Meiro shall remain responsible for the fees and expenses charged by each Delegate, and acts or omissions of such Delegate in its performance of the delegated Services as if such acts or omissions were those of Meiro.

3.5 Reservation of Rights

(a) All rights granted under these Terms by Meiro are limited, non-exclusive, non-transferable, non-sublicensable, and revocable and shall apply as long as the Client and its Users (if any) are not in breach of these Terms.

(b) In the event of any breach of these Terms by the Client or any of its Users, Meiro may in its sole and absolute discretion restrict, suspend or terminate the Services.

(c) Subject always to Clause 3.5(d) and Clause 5.2, all Intellectual Property Rights in and to the System and the Services, including their constituent elements, shall at all times belong to Meiro (except for any Third Party Materials incorporated therein). Meiro reserves all rights not expressly granted under these Terms, and no rights shall be granted or implied by waiver or estoppel.

(d) All Intellectual Property Rights created by the Client within the System shall at all times belong to the Client and the relevant third party proprietors.

4. Payment for the Services

4.1 In consideration of the Services, the Client shall pay Meiro or the Partner (as the case may be) the fees set forth in the applicable Order Form (if any). Such fees (“**Fees**”) include the subscription fee which shall be payable to Meiro for subscription of the Services.

4.2 Unless otherwise specified in the applicable Order Form, all payments shall be due in full within thirty (30) days of the Client’s receipt of an invoice issued by Meiro or the Partner (as the case may be). In the event of any delay in payment for more than one (1) month after the due date of the relevant invoice, Meiro may in its sole and absolute discretion restrict or suspend the Services (whether in part or in full) until it has received all outstanding sums for the Services.

4.3 Interest shall accrue at the lesser of three percent (3%) per month or the maximum amount permitted by the Applicable Laws for any payment which remains unpaid beyond the applicable due date (“**Late Payment Fee**”). In the event of any dispute made in good faith by the Client on the payment which is due, the Client shall remit the undisputed amounts, and the Late Payment Fee shall not accrue on the disputed amounts unless such amounts are not paid within fifteen (15) days after said dispute has been resolved.

4.4 In the event that the Client disputes the invoice issued by Meiro or the Partner (as the case may be), the Client and Meiro or the Partner (as the case may be) shall attempt to resolve the balance disputed portion by amicable negotiation for thirty (30) days before resorting to the dispute resolution mechanism provided under these Terms.

4.5 The Client shall not be entitled to exercise any right of set-off against any payment due or payable to Meiro or the Partner (as the case may be) under the applicable Order Form.

4.6 Taxes

- (a) The Fees are exclusive of taxes.
- (b) The Client shall bear all applicable taxes (including, without limitation, sales, use, or withholding tax) in relation to the Services, other than tax on the net income of Meiro or the Partner (as the case may be).

5. Access to Client Systems and Management of Client Data

5.1 Subject to these Terms, the Client hereby grants to Meiro and its Delegates:

- (a) the right to access any software, hardware or systems utilised or made available by the Client; and
- (b) a worldwide, limited, royalty free and revocable license to access, copy, and use the Client Data, in each case for the sole purpose of enabling, and to the extent reasonably required by, Meiro and its Delegates to provide the Services.

5.2 All Client Data shall at all times belong to the Client and the relevant third parties. Accordingly, unless authorised in writing by the Client or required by the Applicable Laws:

- (a) Meiro and its Delegates shall not access or use Client Data other than as reasonably required for the purpose of, and to the extent necessary to develop, the Services which are to be provided to the Client; and
- (b) Meiro and its Delegates shall not store or retain Client Data for longer than required for providing the Services, and shall promptly erase all Client Data in its possession in the event that such Client Data is no longer required for providing the Services. For the purposes of this Clause 5.2(b), “**erase**” means the irretrievable destruction of data in compliance with Applicable Laws and in accordance with industry standards.

5.3 Upon written request by the Client or as specified in the Order Form, Meiro may (but shall not be obliged to) provide permanent storage for Client Data outside the System.

5.4 Meiro shall use reasonable endeavours to:

- (a) implement measures which it determines, in its reasonable discretion, necessary to ensure the security and confidentiality of Client Data, including implementing reasonable technical and organisational safety measures to prevent accidental or wrongful destruction, loss or deterioration of Client Data –for the avoidance of doubt, this provision shall not compromise the Client’s responsibility under Clause 6.1;
- (b) protect Client Data against any anticipated threats or hazards to the security or integrity of such information;
- (c) prevent unauthorised access to or use of Client Data; and
- (d) promptly notify the Client in writing in the event of any unauthorised disclosure of, misappropriation or access to Client Data, or security breach thereof upon learning of same (such as through loss, or theft of computers, theft of Client Data, or system security failure).

5.5 All Metadata shall at all times belong to Meiro and the relevant third parties. The Client has no claim over or ownership interest in any Metadata. Meiro may use Metadata for any purpose it may choose and disclose such data to third parties in its exclusive discretion.

6. Data Protection

6.1 The Client shall be responsible for the creation, operation, back-up and maintenance of all Client Data, including being responsible for:

- (a) complying with all Applicable Laws, including providing all necessary notices and obtaining all necessary consents for Meiro to process the Client Data;
- (b) any claims relating to Client Data;
- (c) ensuring that all Client Data is accurate;
- (d) anonymising Client Data to the extent the Client deems it reasonable or prudent to do so; and
- (e) ensuring that Client Data does not include any unauthorised disclosure of any Personal Data, confidential information or Prohibited Content.

6.2 By providing Client Data, the Client represents and warrants to Meiro that it owns or otherwise possesses all rights necessary to provide such Client Data and to permit Meiro to make use of such Client Data.

6.3 As between Meiro and the Client, Meiro is a data intermediary acting on behalf of the Client, and accordingly:

- (a) Meiro shall process Personal Data on behalf of the Client only to the extent, and in such a manner, as is necessary for the purposes of performing its obligations under these Terms, solely in accordance with the Client's express instructions from time to time, and shall not process the Personal Data for any other purpose;
- (b) Meiro shall take commercially reasonable technical and organisational measures to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal, loss or destruction of the Personal Data or similar risks to the Personal Data; and
- (c) Meiro is reliant on the Client for directions as to the extent to which Meiro is entitled to use and process the Personal Data, and accordingly, Meiro shall not be liable for any claim brought by any third party arising from any action or omission by Meiro, to the extent that such action or omission resulted directly from the Client's instructions.

7. Restrictions, Compliance and Audit

7.1 All Users shall at all times comply with the following provisions:

- (a) use of the Services shall be strictly in accordance with these Terms, Applicable Laws and any relevant policies issued by Meiro from time to time; and
- (b) no User shall do, or attempt to do, any of the following:
 - (i) copy or manufacture the Services or any part thereof;

- (ii) modify, reverse engineer, decompile, disassemble, create derivative works or attempt to discover any source code or underlying ideas or algorithms of any Services;
- (iii) obtain unauthorised access into, interfere with, disrupt, disable, overburden or otherwise impair the Services, or any other computer systems or networks connected to the Services;
- (iv) use the Services in any way which may infringe upon the Intellectual Property Rights or proprietary rights of any third party;
- (v) distribute, sublicense, or lend any part of the Services, or use the Services to offer hosting services, to any third party without the prior written consent of Meiro;
- (vi) circumvent measures intended to control access and use of the Services;
- (vii) use or transmit in any way, any Prohibited Content; or
- (viii) cause or permit any person to do any of the foregoing.

7.2 Right of Audit

- (a) Meiro reserves the right to monitor and audit, at its expense (subject to Clause 7.2(c)), compliance with these Terms, including immediate access in the event of any potential or actual breach of the Data Protection Legislation by any User.
- (b) The Client shall promptly provide any information reasonably required by Meiro for the exercise of the right set out in this Clause 7.2.
- (c) In the event that the audit by Meiro reveals any non-compliance with these Terms by any User, or if Meiro has reasonable grounds to suspect such non-compliance, Meiro may take all such steps and remedies as it deems appropriate, with or without notice, including (for example):
 - (i) restricting, suspending or terminating all rights granted pursuant to these Terms;
 - (ii) requiring the Client to reimburse Meiro for the costs incurred by Meiro for audit; and
 - (iii) reporting any activity it suspects to be in violation of any Applicable Laws to the appropriate authorities and to cooperating with such authorities.
- (d) In the event that any of the Services are suspended by Meiro, the Fees applicable to such suspended Services shall be suspended until such time determined by Meiro. However, if the cause of suspension is a breach of the Terms by any User, the Fees applicable to the suspended Services shall remain chargeable for the period of suspension unless otherwise determined by Meiro in its sole discretion.

8. Representations and Warranties

8.1 Any User who uses the Services on behalf of any person represents and warrants that such User has the authority to bind the said person to these Terms.

8.2 The Client warrants and represents to Meiro that, as of the Effective Date:

- (a) where the Client is not a natural person:
- (i) the Client is duly constituted, properly incorporated and is validly existing under the laws of the country of incorporation;
 - (ii) the Client has taken all corporate and other actions required to authorise the execution, delivery and performance of these Terms, and these Terms are binding upon and enforceable against it in accordance with its terms;
 - (iii) the Client has obtained all approvals required from any government, tax, monetary or other authority to enable it to comply with the provisions of these Terms and make payment as specified, and all approvals are in full force and effect; and
 - (iv) the Client has taken no corporate action, nor have any other steps been taken or legal proceedings started or threatened against it for its winding up, dissolution or for the appointment of a receiver, administrator, trustee or similar officer of it or any or all of its assets and undertakings;
- (b) where the Client is a natural person:
- (i) the Client is of full legal age and has the legal capacity to enter into these Terms;
 - (ii) the Client is not a bankrupt or otherwise insolvent, and no bankruptcy petition has been presented to, and no bankruptcy order has been made by any competent court against, the Client; and
 - (iii) no steps have been taken or are being taken to appoint a receiver, receiver and manager or official assignee over or in relation to the Client or his assets;
- (c) compliance with these Terms will not violate any other agreement to which the Client is a party; and
- (d) the Client is not the subject of any actual, pending or threatened legal proceedings which has or may have a material adverse effect on the Client's financial conditions.

8.3 Meiro warrants and represents to the Client that, as of the Effective Date:

- (a) it has been duly constituted, properly incorporated and is validly existing under the laws of the country of incorporation;
- (b) it has taken all corporate and other action required to authorise the execution, delivery and performance of these Terms, and these Terms are binding upon and enforceable against it in accordance with its terms;
- (c) it has obtained all approvals required from any government, tax, monetary or other authority to enable it to comply with the provisions of these Terms and make payment as specified, and all approvals are in full force and effect;
- (d) the compliance with these Terms will not violate any other agreement to which it is a party;
- (e) it is not the subject of any actual, pending or threatened legal proceedings which has or may have a material adverse effect on its financial conditions; and

(f) it has taken no corporate action, nor have any other steps been taken or legal proceedings started or threatened against it for its winding up, dissolution or for the appointment of a receiver, administrator, trustee or similar officer of it or any or all of its assets and undertakings.

9. Limited Warranty, Disclaimers

9.1 Limited Warranty

(a) Subject to Clause 9.1(b), Meiro warrants that the Services shall be provided in accordance with the Order Form (if any) in all material respects, and in a timely and professional manner in accordance with industry standards for similar services, during the Subscription Term (“**Warranty**”).

(b) Notwithstanding Clause 9.1(a):

(i) the Services are provided on an “as is” basis, and Meiro does not warrant that the Services will be performed without error, omissions or immaterial interruption, or that the results of the Services will meet the Client’s requirements;

(ii) the Warranty shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the instructions of Meiro, or modification or alteration of the Services by any party other than Meiro or its Delegates; and

(iii) Meiro shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from any interruptions to the Service such as power outages, system failures or other interruptions beyond the control of Meiro.

(c) In the event of non-conformance with the Warranty, Meiro shall, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes the Client’s sole and exclusive remedy for any breach of the Warranty.

9.2 Except for the Warranty, and to the fullest extent permitted by the Applicable Laws:

(a) Meiro shall not be liable for any indirect, incidental, consequential, special, exemplary or other damages, including loss of business profits, loss of business information, business interruption and the like, suffered by the Client, any User or any third party under or in pursuance of these Terms howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same;

(b) the Client assumes full responsibility for results obtained from its use of the Services, and for conclusions drawn from such use, and Meiro shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Meiro by the Client in connection with the Services, or any actions taken by Meiro at the direction of the Client; and

(c) Meiro disclaims all representations or warranties of any kind, whether implied, express or statutory, including warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose.

9.3 Nothing in these Terms excludes the liability of Meiro for death or personal injury caused by the negligence of Meiro, or for fraud.

10. Defense of Third Party Claims

10.1 The provisions of this Clause 10 shall constitute the Parties' sole remedies and entire liability for the third party claim described in this Clause 10.

10.2 Meiro shall defend the Client against any third party claim to the extent it alleges that the Services made available by Meiro to the Client infringes the Intellectual Property Rights of the third party, and be responsible for any loss resulting from and to the extent directly attributable to such third party claim, provided that:

- (a) the Client (i) promptly notifies Meiro in writing of the third party claim, (ii) gives Meiro the option to control the defense and settlement of such third party claim, and (iii) provides Meiro with all reasonably requested assistance;
- (b) Meiro shall not be liable for any claims or damages due to any modification or alteration of the Services by any person other than Meiro or its Delegates, or any continued use of any particular Services by the Client or any User despite being notified to cease due to a third party claim; and
- (c) if Meiro is unable to resolve the third party claim, Meiro may, at its expense and in its discretion, (i) modify or replace the relevant Services to enable continued availability of the Services to the Client and the Users in accordance with these Terms, or (ii) terminate these Terms.

10.3 To the fullest extent permitted by Applicable Laws, the Client shall:

- (a) defend Meiro against any third party claim to the extent it alleges that (i) any Client Data infringes the Intellectual Property Rights of the third party, or (ii) the Client or any of its Users has failed to comply with the Applicable Laws;
- (b) be responsible for any loss resulting from and to the extent directly attributable to the third party claim described in Clause 10.3(a), provided that Meiro (i) promptly notifies the Client in writing of the third party claim, (ii) gives the Client the option to control the defense and settlement of such third party claim, and (iii) provides the Client with all reasonably requested assistance.

11. Force Majeure

Neither Party shall be in breach of these Terms or liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. Such circumstances include, but are not limited to, act of God (for example, fires, explosions, earthquakes, and floods), power outage, theft, equipment or system failure, hacking attack and unusually high levels of use which have the effect of causing disruption or delay in the Services. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

12. Termination

12.1 Either Party may terminate these Terms with immediate effect by giving written notice to the other Party in any the following events:

- (a) by mutual written consent between the Parties;
- (b) the other Party commits a material breach of any material term of these Terms and (if such breach is remediable, subject to Clause 12.2(b)) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
- (c) the other Party is involved in any legal proceedings concerning its solvency, or ceases trading, or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction), or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets.

12.2 Meiro may terminate these Terms with immediate effect by giving written notice to the Client if the Client:

- (a) fails pay any amount due under these Terms, on the due date for payment, and remains in default not less than two (2) months after being notified in writing to make such payment; or
- (b) breaches Clause 6.1, Clause 6.2, Clause 7 or Clause 8, and such breach is deemed non-remediable by Meiro (as determined in its sole discretion).

12.3 The Client may terminate these Terms with one (1) month written notice to Meiro in the event that there is an amendment to these Terms which, in the reasonable view of the Client, materially and adversely affects the Client's rights under these Terms.

12.4 The suspension of the Services, or the termination of any Order Form, shall not result in the termination of these Terms (unless separately terminated in accordance with the provisions of this Clause 12).

12.5 Any termination of these Terms (howsoever occasioned) shall not affect:

- (a) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination; or
- (b) the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

13. Confidential Information

13.1 Except as permitted under Clause 13.2 and Clause 14, each Party shall treat any Data and information, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge in connection with these Terms as confidential and shall not disclose the same to any others (other than Partners or Delegates) save as expressly permitted under these Terms or otherwise agreed between the Parties.

13.2 Each Party may disclose the other Party's confidential information:

- (a) to its Delegates, employees, officers, representatives, advisers and expressly permitted assignees who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms, provided that the disclosing Party ensures that its Delegates, employees, officers, representatives or advisers to whom it discloses the confidential information comply with this Clause 13;
- (b) to the extent that such confidential information is already or becomes public knowledge, other than as a result of a breach by that Party of these Terms; and
- (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 13.2(c), it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

13.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

14. Publicity

14.1 Subject to Clause 14.2, the Client grants to Meiro a limited, non-exclusive, non-transferable (except to the Affiliates of Meiro), royalty-free and

revocable licence to use, reproduce and display the Client's names, trademarks, service marks, trade names and logos ("**Marks**") for the purpose of marketing to any third party that the Client is a customer of Meiro in respect of the Services.

14.2 Any use of the Client's Marks shall be in accordance with the specifications provided for such use by the Client. The Client shall retain ownership of its own Marks, and all goodwill in each the Client's Marks will accrue to the Client.

15. Other Provisions

15.1 **Notices.** All notices or other communications pursuant to these Terms shall be given in writing to (in respect of the Client) the email address set out in the latest Order Form and (in respect of Meiro) legal@meiro.io. Such notices or communications shall be deemed received on the business day (i.e. any day other than a Saturday, Sunday or gazetted public holiday on which commercial banks are open for business in Singapore) after they are sent. The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

15.2 **Amendment.** Meiro reserves the right, exercisable at its sole and absolute discretion, to amend these Terms from time to time by posting the amended Terms on its website or by giving a written notice to the Client. However, Meiro will make reasonable efforts to notify the Client before making any amendment to the Terms, particularly where such amendment materially and adversely affects the rights of the Client under these Terms. Any amendment to the Terms will take effect on such date and time specified by Meiro, and the Client and each User shall be deemed to have read and agree to the amended Terms if any of them continues to use the Services after the amended Terms are posted.

15.3 **Independent Parties.** The Parties are independent parties, and neither Party nor any of its employees are employees or agents of the other. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of any other party.

15.4 **Entire Agreement.** Subject always to Clause 2.3, as between the Parties, these Terms (and Orders Forms entered into by Meiro, if any) constitute the entire agreement relating to the subject matter hereof and supersede and replace in full all prior understandings, communications and agreements between the Parties with respect to the subject matter hereof. 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 these Terms. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

15.5 No Waiver. Neither Party will be deemed to have waived any of its rights under these Terms by lapse of time or by any statement or representation other than (i) by an authorised representative and (ii) in an explicit written waiver. No waiver of a breach of these Terms will constitute a waiver of any prior or subsequent breach of these Terms.

15.6 Assignment.

(a) Save as set out in Clause 3.4 and this Clause 15.6, neither these Terms nor any of the rights, interests or obligations under these Terms shall be assigned, transferred, subcontracted or otherwise disposed of, in whole or in part, to a third party, unless otherwise agreed in writing by both Parties.

(b) Meiro may at any time upon notice to the Client assign any or all of its rights under these Terms to its Affiliates.

(c) In the event of the sale or transfer by Meiro of all or substantially all of its assets related to these Terms to any Affiliate or a third party, whether by sale, merger, or change of Control, Meiro would have the right to assign any or all rights, interests and obligations under these Terms to such Affiliate or third party without the consent of any User and these Terms shall be binding upon such acquirer and would remain in full force and effect until termination.

15.7 Rights of Third Parties. No person, other than the Parties, shall have any right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore or any similar legislation in any jurisdiction.

15.8 Severability. If at any time any provision of these Terms is or becomes invalid, illegal or unenforceable, such provision 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 pursuant to this Clause 15.8 shall not affect the validity and enforceability of the rest of these Terms. If any provision of these Terms is or becomes 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.

15.9 Counterparts. Each Order Form may be executed electronically and in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall together constitute one agreement.

16. Governing Law and Jurisdiction

16.1 These Terms and any non-contractual obligations arising out of or in connection with these Terms shall be governed by, and construed in accordance with, the laws of Singapore.

16.2 The Parties agree to submit to the exclusive jurisdiction of the courts of Singapore.