

Version 20 Oct. 2021

## Merchant Service Agreement

Welcome to the Singapore Online website and/or the Singapore Online mobile app. Please read these Merchant Service Agreement (“Terms”) carefully. These Terms govern your use and access of the Platform as a seller and is agreed between you (“**Seller**”, “**you**”, “**your**”) and the Singapore Online company (individually, together, and collectively referred to in this Terms as “**Singapore Online**”, “**we**”, “**us**”) on the date you click the “I Accept” button or any other similar button to complete your online sign-up process to become a seller on the Platform (“**Effective Date**”).

**BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, AND ALL POLICIES OF THE PLATFORM AVAILABLE AT THE OFFICIAL SITE OF SINGAPORE ONLINE INCORPORATED BY REFERENCE.**

### 1. Acceptance

**A. Acceptance.** Any person who wants to access the Platform and use the Services to sell Products/services must accept these Terms and the Policies. You shall provide a copy of any documents requested by Singapore Online upon entering into the Terms by uploading the same to Merchant Centre. Singapore Online may verify these documents and other submitted information prior to effecting Payments.

**B. Variations.** Singapore Online may change any of these Terms, and any fees, procedures and Policies governing the Services, the Platform or Merchant Centre at any time. These changes will take effect seven (7) days after publication on the Platform, Merchant Centre, or other form of notification to you. You are responsible for reviewing notices and Policies, and your continued use of the Services, the Platform, and/or Merchant Centre following the changes taking effect will constitute your acceptance of such changes. If you do not agree to any such changes, you must stop using the relevant Services, the Platform, and Merchant Centre (except to the extent required in the Terms), and email us to deactivate your Seller Account upon which these Terms will be terminated. For the avoidance of doubt, newer versions of the Terms supersede older versions, unless otherwise agreed by Singapore Online.

### 2. Services & Fees

**A. Platform.** Singapore Online provides a platform for Sellers to offer Products/services for sale to Buyers, and for Sellers to complete transactions with Buyers. Except as set out in the Terms, and to the extent permitted by applicable law, Singapore Online is not involved in the actual transaction between Seller and Buyers nor is Singapore Online obliged to verify the accuracy, completeness and legality of the Seller Content published on the Platform. As vendor of the Products/services, it is your responsibility to ensure the sale is legal, accurately describe the Products/services, and the Products/services are fulfilled in respect of all sale and after sale obligations required by law or by trade. You use the Services, the Platform and Merchant Centre at your own risk.

**B. Services.** The Services provided by Singapore Online (or its designated providers) under these Terms are classified as:

(a) General Services ("**General Services**") consisting of:

- (i) Providing supporting services enabling your listing and publishing of Seller Content regarding the Products/services you offer for sale on the Platform;
- (ii) Providing the Platform for you to offer Products/services for sale;
- (iii) Limited Buyer care services, including coordinating and answering Buyer enquiries and processing returns;
- (iv) Order processing;
- (v) Collection, reconciliation and execution of all Sales Proceeds; and
- (vi) Other services ancillary to the Services.

The General Services include Singapore Online providing information to you in relation to each Order as necessary under these Terms. You agree that Singapore Online may provide you with electronic copies of documents such as tax invoices, receipts, credit notes, debit notes, or any other documents for compliance with applicable laws; and

(b) Additional Services ("**Additional Services**") We may, under terms and conditions agreed to in the Policies, and/or in a separate agreement, offer you the option to purchase goods and services provided by us and/or third parties. We may at any time prescribe and amend the terms of Additional Services in accordance with Clause 1B of these Terms.

**C. Fee:** In consideration of the provision of Services, Singapore Online shall be entitled to charge and invoice you the Fee. The current service fee rate is 15% based on the amount of every successful transaction derived from the platform, no matter the transaction is been paid online or offline. Singapore Online will change the fee rate from time to time based on its own discretion by giving 15 days notice on the platform.

**D. Settlement.** Unless otherwise agreed in writing, settlement of invoices for the Fee shall be effected by setting off against funds in your Seller Account with Singapore Online.

### **3. Sales Proceeds – Payment**

**A. Payment.** You authorize Singapore Online (or its designated providers) to (a) collect the Sales Proceeds and in general any sums due or owing under these Terms and hold the same; (b) calculate and process customer payments, refunds, and adjustments; (c) remit the Net Proceeds; and (d) pay to Singapore Online, to Singapore Online Affiliates, and to third parties (including Buyers) any amounts you owe to them in relation to your use or transactions on the Platform. You acknowledge and agree that payments may be collected from Buyer through authorized service providers (such as logistics providers or offline payment channel operators) on behalf of Singapore Online.



**B. Treatment of Sales Proceeds.** You agree that Buyers satisfy their obligations to you as regards the Buyer Contract when Singapore Online (or its designated providers) receives the Sales Proceeds. The obligation of Singapore Online (or its designated providers) to remit funds received by us on your behalf is limited to the Net Proceeds (which is the Sales Proceeds minus any sums owed by you to Singapore Online, Singapore Online Affiliates or third parties in relation to your use or transactions on the Platform, and subject to any chargeback, reversal, refund, withholding for anticipated claims and/or deduction in accordance with these Terms and the Policies. The Payment will represent an unsecured claim against Singapore Online. For the avoidance of doubt, you will not receive interest or any other earnings on Sales Proceeds or Net Proceeds.

**C. No responsibility.** Singapore Online (or its designated providers) will have no responsibility with respect to the legality of transactions occurring between Sellers and Buyers relating to the Orders made through the Platform.

**D. Remedies and No Waiver.** Singapore Online may (or may request its designated providers to) delay, suspend or cancel any Payment if Singapore Online reasonably concludes that your actions and/or performance in connection with these Terms or the Buyer Contract are likely to result, or have resulted, in a breach of any provision of these Terms or the Policies and/or any failure to perform any due obligation under these Terms, any disputes, chargebacks or other third party claims (including Buyer claims), or if there are any sums owed by you to Singapore Online, Singapore Online may withhold Payment for the longer of: (a) 90 days; (b) the completion of any investigation regarding your actions or performance; or (c) the resolution of any dispute. Where a Payment is cancelled, such Payment shall be forfeited to Singapore Online and you give up all claim and right to such monies. Any Payment made by Singapore Online to you will not in any way be considered as a waiver of Singapore Online's rights under these Terms.

**E. Late Payment Interest.** Without prejudice to any other rights and remedies which Singapore Online has against you, if any sums payable by you to Singapore Online under the provisions of these Terms shall become due and be unpaid, you shall pay to Singapore Online the Late Payment Interest, calculated on daily basis from the payment due date until such money is actually received by Singapore Online.

**F. Withholding Tax.** To the extent required by applicable laws, Singapore Online may (or may request its designated providers to) withhold any and all taxes, duties, fees and other charges in connection with any Order, Payment or otherwise under these Terms or the Buyer Contract. If Singapore Online is required under applicable laws to deduct or withhold any sum as taxes imposed on any amount due or payable to you, Singapore Online will make such deduction or withholding as required and the amount payable to you will be reduced accordingly. Singapore Online will provide you with a document proving that amounts deducted refer to withholding taxes applicable to you. If Singapore Online is held liable for any taxes or tax compliance costs in connection with the Sales Proceeds and/or the Payments, you shall indemnify Singapore Online for such tax liability or tax compliance costs irrespective of when such tax liability is assessed.

#### **4. Access to Services and Tools**

**A. Access to Seller Account.** You are responsible for supplying and authorizing access to your Seller



Account to your authorized personnel, and for ensuring that any person filling in or signing any document, operating the Seller Account, or handling the Products/services, on your behalf (other than a Singapore Online employee, contractor or agent specifically mandated by Singapore Online) has full power and authority to do so on your behalf. All actions taken by any person accessing or using the Seller Account, Services or Tools on your behalf shall be deemed duly authorized unless you have given Singapore Online advance written notice of such person's lack of authority.

**B. Accuracy of Seller Account Information.** You are responsible for ensuring that all information (including email and bank account details) provided or made available by you or your authorized personnel on Seller Account is accurate and complete at all times. You shall bear all consequences ensuing from any incorrect information provided and Singapore Online shall have no responsibility to verify any information, take any steps to rectify the situation, or remit any Payment to you.

## **5. Fulfilment of Orders**

### **A. Seller's Responsibilities.**

- (i) You will prepare and fulfill Products/services under the Buyer Contract to the address specified in the relevant Order within the lead times set out in the Policies. If you fail to comply with the stipulated deadline, Singapore Online may modify the deadline and/or cancel the Order.
- (ii) You shall update the status of delivery on Merchant Centre within the deadline specified in the Policies.
- (iii) You shall stop or cancel any Orders if directed by Singapore Online. If Buyer has already been charged for such Orders, Singapore Online will execute refunds (and any adjustments) and credit the applicable Buyer account. You will reimburse us for all amounts credited costs associated with the refund.
- (iv) You will ensure that Singapore Online is at all times supplied with updated Order tracking information.
- (v) You shall be responsible for, and bear all risk and liability for the sourcing, sale, packaging, labelling, products/services quality, and products/services warranties (if applicable) for all Products/services, and you shall be responsible for all claims in relation to such Products/services.
- (vi) You shall not require Buyer to provide any other document (except to confirm receipt of delivery) during the delivery process.

**B. Title and Risk.** Title and risk of loss for Products/services will remain with you at all times, and Singapore Online will have no liability whatsoever related to the Products/services including their shipping, storage, delivery delays, damage or loss.

## **6. Returns, Failed Deliveries and Inadequate Products/services**

**A. Returns and Failed Deliveries.** All Orders will be handled in accordance with our Returns and Failed Delivery Policies. In the event that Singapore Online is required to provide additional services to collect, deliver, process or store any returned or failed delivery parcels for you, such additional fees or expenses may be charged to you and be set off against funds in your Seller Account.

**B. Refund of Commission.** Singapore Online will refund you the Commission related to any Failed Delivery



or Order returned for Buyer convenience.

**C. Costs of Failed Delivery/Inadequate Products/services.**

(a) In case of Failed Delivery, Singapore Online may require you to bear costs associated with the Failed Delivery where the underlying reason for Failed Delivery is Seller's fault.

(b) In case of an Inadequate Products/services, you will promptly notify Singapore Online of any Inadequate Products/services (or the threat of a public or private recall) and cooperate and assist Singapore Online with returns, including by initiating the procedures for returning Products/services to you. You will bear all costs associated with the return and refund or replacement, including the Payment Fee, and unless the shipping has been arranged by you, the Shipping Cost for the shipment of the Products/services to the Buyer, from the Buyer to Singapore Online and from Singapore Online back to you, Seller will also be debited for any additional Storage Fee and Handling Fee.

**D. No Obligation to Return Products/services.**

Subject to the Policies, Singapore Online is not obliged to return any Products/services to you if such return would not be reasonably practicable (including if the value of Products/services is disproportionately low relative to the cost of returning Products/services).

**E. Inability to Return Products/services.**

If (a) Singapore Online is unable to return the Products/services to you despite taking reasonable efforts in accordance with the Policies (for example, if you refuse to pick-up the Returned Products/services; or if your delivery address is incorrect) or (b) Singapore Online reasonably determines that it is not reasonably practicable to return the Products/services to you pursuant to Paragraph D above, Singapore Online may examine, release, dispose of or sell the Products/services in any manner it sees fit, without any liability or payment obligations to you. You agree that title to all Products/services will be passed to Singapore Online prior to any examination, release, disposal, or sale of the Products/services by Singapore Online.

**F. Sales Proceeds.** In case of Failed Delivery: (a) where received by Singapore Online, Sales Proceeds will be refunded to the Buyer; and (b) where received by you, the Net Proceeds will be refunded to Singapore Online.

**G. No Responsibility.** Singapore Online will not be responsible for any risk or be liable for any claims, demands, liabilities, expenses, losses, cost or damage in connection with any Failed Delivery and Returned Products/services (including due to a threatened recall) and will claim all costs incurred in that respect from you.

**7. Singapore Online Rights**

**A. Singapore Online's Rights.** If the Products/services or your behavior on the Platform do not comply with these Terms, the Policies, applicable laws or for any reasonable cause, Singapore Online may at any time (a) delay or suspend listing of, or to refuse to list, or to de-list any or all Products/services; (b) cancel or suspend any promotion, pricing or traffic benefits; (c) reset your store name; (d) withhold (or request its designated providers to withhold) amounts in your Seller Account, and such amounts may be applied towards refunds to entitled Buyer, reimbursement of rebate or discount extended by Singapore Online to you, and any costs, fees, penalties or fines imposed by any competent authorities; (e) allow a Buyer to cancel an Order because the Platform or the Products/services are unavailable following the commencement of a transaction; and/or (f) require you to pay an Administrative Fee/Default Fee and any costs, fees, penalties or fines imposed by any competent authorities.

**B. Deactivation of Seller Account.** Singapore Online may deactivate your Seller Account with immediate effect and withhold all outstanding payables to you if (a) you breach any obligations under these Terms, the Policies or applicable laws relating to Intellectual Property Rights; (b) you sell counterfeit products/services or products/services prohibited from use, distribution or sale under applicable laws; (c) breach any applicable laws; (d) you accumulate the maximum number of non-compliant points as set out in the Policies; and/or (e) you use the Platform, the Services and Merchant Centre in a fraudulent manner.

**C. Compliance Purposes.** For the purposes of prevention of fraud, compliance with applicable laws or these Terms, or other commercially reasonable reasons, Singapore Online may impose order value or transaction limits on your Seller Account and/or your Products/services listings; and/or open and inspect any Products/services and any storage, facility and/or warehouse in which the Products/services are stored.

**D. Third Party Service Providers.** Singapore Online may work with and/or use the services of its designated providers or other third party service providers in connection with the Services.

**E. Variation of Order.** Singapore Online may reject any particular form of Order or payment for the Goods, and not honour or accept any discounts, coupons, gift certificates, or other offers or incentives made available by you to Buyer.

**F. Treatment of Orders.** Singapore Online may withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or unilaterally cancel any Order. You will stop and/or cancel orders of Products/services if so asked by Singapore Online (unless you have transferred the Products/services to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). Where you have already received the Net Proceeds, you will refund any Buyer that has been charged for an Order that Singapore Online has stopped or cancelled.

**G. Risk of Credit Card Fraud.** Between Singapore Online and you, you will not be required to bear the risk of credit card fraud (e.g. fraudulent purchases arising from the theft or unauthorized use of a Buyer's credit card information) occurring in connection with the Order, except with respect to: (a) Orders that you do not fulfil in accordance with the Order information, or (b) any fraud directly or indirectly linked with you. You will bear all other risk of fraud or loss, including any losses suffered by Singapore Online, its Affiliates, and/or its partners,





for any breach of your warranties and undertakings per Clause 8 of these Terms. You will promptly inform Singapore Online of any changes to the nature or specifications of the Products/services or any pattern or behavior of fraudulent or other improper activity with respect to any of the Products/services that may result in a suspicion or higher incidence of fraud or other impropriety associated with transactions involving the Products/services.

**H. Sales Traffic Activities.** Singapore Online may subject the Products/services or you to Sales Traffic Activities, use mechanisms that rate, or allow Buyers to rate or review the Products/services and/or your performance as a seller and Singapore Online may make these ratings and reviews publicly available.

## **8. Seller Representations, Warranties and Undertakings**

**A. General Undertakings:** By using the Services and Tools provided by us or a Singapore Online Affiliate, you undertake, represent and warrant that:

(a) you shall (i) comply with all applicable laws and regulations, including all anti-bribery, anti-corruption and tax laws relating to your activities; (ii) be responsible for and pay all taxes and other charges arising out of or associated with these Terms or the Buyer Contract; and (iii) obtain all necessary rights, licences, permits, or approvals required for the offer, advertising, and sale of the Products/services on or through the Platform;

(b) you shall comply with these Terms, the Policies and any additional terms, including any end user licence agreement;

(c) you shall include all information and supporting documents required by applicable law including issue a valid invoice to the Buyer, and ensure that any information provided under these Terms is accurate, current, complete and is not misleading;

(d) you shall fulfil all Orders for Products/services at their stated quantity and price to Buyers and be responsible for any error in the Listing Price;

(e) you shall not infringe any Intellectual Property Rights;

(f) you shall not post, display or disclose any materials which infringe the Policies;

(g) you shall not use or allow anyone to use the Platform, the Services and Merchant Centre in an unlawful, inaccurate, misleading, false, fraudulent, defamatory, trade libellous, or otherwise unsuitable manner including:

(i) opening multiple shops or duplicating stock keeping units on the Platform without Singapore Online's approval;

(ii) generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise);



(iii) conducting activities such as gambling, sweepstakes, raffles and lotteries or participate in any activities related to so-called pyramid or Ponzi schemes, or any other illegal, immoral or antisocial activities;

(iv) purchasing items sold on the Platform for commercial use or for use on behalf of a third party;

(v) being a party to any transaction which is not for the bona fide sale and purchase of Products/services (for example, where the primary or associated purpose is for (A) the encashment of vouchers, codes, and/or rebates; (B) gamification for the purpose of accumulation of any rebates, loyalty points, and/or credit and/or cycle-selling operations etc.; and (C) any other act that constitutes cheating (including reselling, re-purchase of your own Products/services which is subsidized by Singapore Online, and re-directing sales);

(h) you shall not access content and information that concerns any party other than you, transmit unsolicited communications, interfere with the proper working of the Platform or Merchant Centre, transmit any viruses, Trojan horses, or other harmful code, or attempt to bypass any mechanism used to detect or prevent such activities;

(i) you shall not intentionally expose Singapore Online and/or Singapore Online Affiliates, and our respective officers, employees, directors, contractors, partners, agents, subcontractors, representatives etc., to undue risk or otherwise engage in activities that Singapore Online determines to be harmful to Singapore Online and Singapore Online Affiliates' operations, reputation, or goodwill; and

(j) ensure that the Listing Price for any Products/services offered to Buyers is at least as favorable as the price offered by you outside the Platform on other online channels for the same products/services in like or lesser quantities.

**B. Undertakings in relation to Products/services:** You undertake, represent and warrant that:

(a) the Products/services are of merchantable quality, fit for their purpose, free from defects, and conform to their listed specifications;

(b) the Products/services and their offer for sale are not prohibited and comply with applicable laws (including all minimum age, marking and labelling requirements, products/services warranties, specifications and performance criteria) and conform with the Policies;

(c) you will include all legally required documentation in relation to the Products/services (including warranty card, warranty information and invoice) and update the same when legally required, and shall provide Singapore Online and/or Buyer any such document upon request;

(d) you have full unencumbered title in the Products/services and in any materials incorporated in the Products/services and all the Products/services are supplied free of all liens, charges or other security interests;

(e) the Products/services are not (i) Prohibited and Controlled Products/services; (ii) Inadequate Products/services; (iii) expired (or soon to be expired) Products/services; or (iv) counterfeit Products/services;



(f) you shall provide Singapore Online with any documentation and information supporting your right to sell the applicable Products/services, including the right, license and/or permit to sell such Products/services, any documentation giving you the right to distribute the Products/services, and if needed, the notarized copy, invoice or other proof thereof at your cost;

(g) in case of sale of refurbished Products/services, imported Products/services, white label Products/services, or non-OEM Products/services, you must comply and strictly follow Singapore Online's specific content requirements and the specific guidelines defined for such Products/services on the content products/service manuals; and

(h) you shall comply with standard operating procedures, import procedures, weight restrictions, size restrictions and other shipping and packaging requirements under the Policies and/or applicable law.

**C. Undertakings in relation to Seller Contents:** You acknowledge, undertake, represent and warrant that:

(a) you are the owner or have lawful rights with respect to the use of Intellectual Property Rights concerning the Products/services and the Seller Contents and you are not aware of any claims made by any third party with regard to any alleged or actual Intellectual Property Right infringement or other claim, demand or action resulting from the Seller Content, advertising, publishing, promotion, manufacture, sale, distribution or use of the Products/services;

(b) the Seller Contents are not prohibited and comply with applicable laws (including all minimum age, marking and labelling requirements, products/services warranties, specifications and performance criteria, etc.) and conform with the Policies;

(c) you will not use any intellectual property belonging to us and/or Singapore Online Affiliates without Singapore Online's prior approval in writing (including participating in actions such as reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of any Singapore Online solution or technologies, deleting or altering author attributes or copyright notices, and/or fail to obtain all required permissions when using the Platform to receive, upload, display, distribute, or execute programs or perform other works protected by intellectual-property laws);

(d) you will provide Seller Content that is accurate, up to date and in accordance with the Policies (including proper categorization in accordance with the Policies, availability status, stock level and Listing Price of the Products/services). The Seller Content must include all text, disclaimers, warnings, notices, labels or other indications required by law to be displayed in connection with the offer, merchandising, advertising or sale of the Products/services and may not contain any sexually explicit, defamatory or obscene materials, or any of yours or a third-party's marketing material;

(e) Seller Content must be provided in English and/or to the extent required by applicable law, in the language of the countries in which the Products/services are listed for sale through the Platform. Singapore Online may



arrange for the translation of the Seller Content into local language of the country in which Products/services are listed for sale through the Platform but Singapore Online is not required to verify the accuracy of the translation process and shall not be liable for any errors or omissions arising from translation;

(f) you will not provide any uniform resource locator marks (“**URL Marks**”) for use on the Platform, or request that any URL Marks be used on the Platform, unless you have the right to publish the Seller Content and have the right and license to sell such Products/services under applicable laws;

(g) you grant Singapore Online and Singapore Online Affiliates a royalty-free, non-exclusive, and worldwide right and license to use, reproduce, display, modify, and re-format any and all of the Seller Content provided by the Seller strictly in accordance with the Seller’s instructions and/or requirements, for the purpose of operation of the Platform or performance of the services under this Agreement;

(h) Singapore Online may determine the use and placement of Seller Contents, and the structure, appearance, design, functionality and all other aspects of the Platform, the Services, and if any, the Sales Traffic Activities;

(i) Singapore Online may use mechanisms that rate, or allow Buyers to rate or review, your Products/services and/or your performance as a seller and we may make these ratings and reviews publicly available. Singapore Online shall not be responsible for the reviews and ratings generated by the mechanisms or Buyers, in respect of any Products/services and/or your performance;

(j) these Terms confer on you no rights of ownership or title, license, or other Intellectual Property Rights in any tangible or intangible property, including software (e.g. the Platform, Merchant Centre and any application programming interface or other software) and data (e.g. sales data, performance data, Buyer data, Merchant Centre data and Merchant Centre name) used, obtained or created under these Terms. If such rights were nevertheless to have accrued to it for any reason whatsoever, you assign, dispose or otherwise transfer (and effect the transfer of) the full and exclusive ownership of all such rights to Singapore Online or any other party designated by Singapore Online, free of charge, or for a nominal fee; and

(k) nothing herein contained will be deemed to limit or restrict our or any third party’s rights to assert claims for violation of any Intellectual Property Rights against you.

**D. Additional Representations and Warranties:** Use of the Services, the Platform, and Merchant Centre is limited to parties that can enter into and form contracts under applicable law. You represent and warrant that:

(a) (in the case of an individual) (i) you are not a minor and have full power, capacity and authority to enter into and perform your obligations under the Terms; and (ii) any information provided or made available by you is at all times accurate and complete;

(b) (in the case of a company) (i) you are, and will remain at all times, a business duly organized, registered, validly existing and in good standing under the laws of the country in which the business is registered; (ii) you

have full power, capacity and authority to enter into and perform your obligations under the Terms; and (iii) any information provided or made available by you or your Affiliates is at all times accurate and complete;

(c) you and any person or entity that has a financial interest in your business, or any person or entity acting on your behalf: (i) have no affiliation with any Singapore Online employee which may result in a potential or actual conflict of interest; (ii) have not been barred or otherwise prevented from selling on Singapore Online; or (iii) have not been involved in any lawsuit or claim that has a bearing on the Terms.

**E. Continuing Obligations.** You undertake and warrant that all your representations, warranties and undertakings in the Terms will be fulfilled and will remain true and correct at all times. In the event any of them become unfulfilled, untrue or incorrect, you will promptly inform Singapore Online of the same and rectify the situation to Singapore Online's satisfaction (without prejudice to any other rights or remedies of Singapore Online).

## 9. Confidential Information

**A. Restriction on Disclosure.** The recipient of any Confidential Information will not disclose that Confidential Information, except to Affiliates, employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfil obligations under the Terms and keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving the discloser reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

**B. Survival of Obligations.** The rights and obligations of the parties under this Clause shall survive the termination of the Terms.

## 10. Personal Data and Buyer Information

**A. Use and Processing of Personal Data.** You undertake, represent and warrant that you will use and process Personal Data (in particular, the Personal Data of Buyers):

- (a) only for the purpose of the execution of these Terms or Buyer Contract and not disclose it to third parties;
- (b) in accordance with the requirements under the applicable personal data protection laws and the Policies;
- (c) in a manner that ensures Singapore Online remains in compliance with the requirement under the applicable personal data protection laws; and
- (d) you will not sell, assign, license, publish, lease or otherwise commercially exploit any such information or utilize such information in any manner for your own benefit or carry out any data mining, data compilation or data extraction for the purposes of statistical or trade analysis or otherwise.

You further warrant that you have implemented sufficient security measures to ensure that the Personal Data is securely kept and maintained as required by the applicable personal data protection laws and you agree to



be subject to the necessary audits undertaken by Singapore Online to ensure compliance of the above warranties and to immediately inform Singapore Online of any Personal Data incident upon becoming aware of the same.

**B. Rights to Information.** Singapore Online will own all information regarding Buyers, Orders and the supply of the Services, including payments, Fees, disbursements, refunds, cancellation penalties, adjustments, etc. and Singapore Online will not be liable to pay any royalties or fees to you in connection with the use of any such information.

## **11. Liability – Limitations & Indemnification**

**A. No liability for inaccuracies or errors.** The Platform, Merchant Centre, the Services and the Additional Services are provided on an "as is" basis. Any information and any materials provided by or through the Platform, Merchant Centre, the Services and the Additional Services may contain errors and Singapore Online and Singapore Online Affiliates expressly exclude liability for any such errors to the fullest extent permitted by applicable laws. Any link found on the Platform Merchant Centre or the Tools is provided for your convenience and for further information. It does not signify that Singapore Online endorses the contents thereof and Singapore Online has no responsibility for the content of external links.

**B. No liability for unavailability.** You acknowledge that the availability of the Services, Platform, Merchant Centre is subject to:

(a) availability of resources, including resources under the control of Singapore Online and availability of a suitable network infrastructure;

(b) geographic and technical capability of communication networks and other delivery systems;

(c) provisioning time that may be required by Singapore Online to provide the Services and/or the Additional Services; and

(d) you meeting the technical requirements for accessing Merchant Centre from time to time.

**C. No warranties.** Except as expressly provided for in the Terms, Singapore Online makes no other representations or warranties of any kind, express or implied, including: (a) implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; (b) that the Platform, Merchant Centre, the Services or the Additional Services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error; (c) that the information, content, materials, or products/services included on the Platform or Merchant Centre will be as represented by Singapore Online or that Singapore Online or the Buyers will perform as promised; (d) any implied warranty arising from course of dealing or usage of trade; and (e) any obligation, liability, right, claim, or remedy in tort, unless arising from acts of fraud, gross negligence or willful misconduct by Singapore Online.

**D. Correction of documents or content.** Any typographical clerical or other error or omission in any acceptance, invoice, Seller Content or other document on the part of Singapore Online shall be subject to correction without any liability for Singapore Online.

**E. Indemnity.** You will defend, indemnify and hold Singapore Online and Singapore Online Affiliates, and our respective officers, employees, directors, contractors, partners, agents, subcontractors and representatives, harmless from, and at Singapore Online's option defend Singapore Online against, any and all Claims arising out of, or related to:

- (a) any actual or alleged breach of your undertakings, representations, warranties, or obligations set forth in the Terms or the Buyer Contract;
- (b) any incorrect, misleading, or erroneous information provided to Singapore Online or any third party in connection with the Services or Additional Services;
- (c) any non-compliance by you with any applicable laws or the Policies, including any losses in respect of shipment of Prohibited and Controlled Products/services incurred by Singapore Online or its sub-contractors;
- (d) any tax compliance costs or tax liability incurred by Singapore Online or Singapore Online Affiliates in connection with your activities, arising out of your non-compliance with the applicable tax laws or us or Singapore Online Affiliates being deemed as your tax agent; or
- (e) your own website or other sales channels, the Products/services, any Seller Contents, the advertisement, offer, sale or return of the Products/services, any actual or alleged infringement of any Intellectual Property Rights by the Products/services or the Seller Contents, or seller taxes (duties, fees and other charges, etc.) or the collection, payment or failure to collect or pay seller taxes. If at any time Singapore Online reasonably determines that any indemnified claim might adversely affect Singapore Online, Singapore Online may take control of the defenses at your expense. You may not consent to the entry of any judgment or enter into any settlement of a claim against Singapore Online without the prior consent by Singapore Online in writing, which consent may not be unreasonably withheld.

**F. Singapore Online's liability.** Singapore Online will not be held liable for any damages of any kind, including direct, indirect, incidental, punitive, and consequential, arising out of or in connection with the Terms, the Buyer Contract, the Platform, Merchant Centre, the Services, the Products/services (including inability to use the Services or the Tools), or from messages received or transactions entered into on the Platform, provided that Singapore Online will compensate you for any direct damages resulting exclusively, or primarily from Singapore Online's fraud, gross negligence or willful misconduct.

**G. Limitation of liability.** If Singapore Online is nevertheless found liable, to the fullest extent permitted by applicable laws, and notwithstanding any other provision of these Terms, the aggregate liability of Singapore Online and Singapore Online's Affiliates and our respective officers, employees, directors, contractors, partners, agents, subcontractors and representatives, and any of them, to you and anyone claiming by or through you, for all Claims resulting from or in any way related to the Terms shall not exceed Singapore Dollar five thousand (SGD5,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by applicable laws.

## 12. Termination

**A. Singapore Online's Termination Right.** Singapore Online may unilaterally and immediately terminate these Terms and restrict your use of the Services upon the occurrence of any of the following:

- (a) you being in breach of any provision of the Terms and failing to remedy the same within 14 days from being so notified;
- (b) you being in breach of any applicable laws or the Policies;
- (c) (in the case of an individual) you being adjudicated a bankrupt or have any similar action taken against you in any jurisdiction, or (in the case of a company) you passing a winding up resolution or a court of competent jurisdiction making an order for the same;
- (d) the issuance of a judicial management or administrative order in relation to you, or the appointment of a receiver over, or an encumbrance taking possession of, or the sale of, your assets;
- (e) you making an arrangement or composition with your creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or
- (f) you ceasing or threatening to cease to carry on business.

**B. Seller's Termination Right.** Provided Singapore Online has not corrected these within 14 days from your written notice to Singapore Online of the occurrence of any of the following, you have the right to immediately terminate these Terms: (a) Singapore Online (or its designated providers) delaying payment for more than thirty (30) days without reason; (b) Singapore Online delaying returns for more than sixty (60) days without valid reason; (c) the making of a judicial management or administration order in relation to Singapore Online or the appointment of a receiver over Singapore Online's assets; (d) the making of an arrangement or composition by Singapore Online with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or (e) Singapore Online ceasing or threatening to cease to carry on business.

**C. Termination with Notice.** Either Party may unilaterally terminate these Terms without cause by providing fourteen (14) days' prior written notice to the other Party.

**D. Consequences of Termination.** Upon termination of these Terms, you will notify Singapore Online of all concluded Buyer Contracts which have yet to be performed. Notwithstanding any termination for any reason, you remain responsible for the fulfilment of any pending Order and Singapore Online (or its designated providers) will fulfil any pending Payment obligations. Singapore Online shall have the discretion whether to complete or cancel any pending Services, and you shall pay any fees in connection with Services that are completed.

**E. Surviving Provisions.** Any provision of the Terms that, by its nature, is meant to survive the term or termination, shall survive such term or termination.

## 13. Miscellaneous

**A. Agreement Prevails.** Unless expressly agreed otherwise by the Parties, these Terms will prevail over any





other agreement, terms or conditions regarding the subject matter, pre-contractual negotiations, and to the exclusion of all other terms proposed by either Party (including any terms or conditions which you purport to apply under any purchase order, confirmation order, specification, invoice or other document) and no terms or conditions endorsed upon, delivered with or contained in any other document or with the Products/services, will form part of the Terms. The Terms will apply to the relationship between the parties in addition to any specific terms agreed to herein or specifically agreed by the Parties from time to time. In the event of any conflict or inconsistency between these Terms and the Policies, the provisions of these Terms shall prevail.

**B. Interpretation.** The singular includes the plural and vice versa, as the context may require. Headings are inserted for convenience only and will be ignored when construing these Terms. The term “including” or “include” shall mean “including, without limitation”, unless the context otherwise requires. A statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of the Terms, and shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.

**C. Communications.** Unless otherwise provided in these Terms or agreed to between the parties, all notices, requests, demands and other communications hereunder must be in writing and will be deemed to have been fully given and received when sent with recognized overnight delivery service, registered mail or email one (1) Working Day after being deposited for next-day delivery with a recognized overnight delivery service or emailed, or three (3) Working Days after being mailed by registered mail, charges and postage prepaid, to the recipient’s address set forth in these Terms or any other address that the recipient may specify by notice to the other Party. If requested by Singapore Online, you shall provide to Singapore Online contact details of a designated contact person, whom Singapore Online may contact regarding any of your responsibilities arising from the Terms.

**D. Assignment.** You cannot assign, transfer or subcontract all or part of your rights and/or obligations deriving from the Terms, without the prior written consent of Singapore Online. Singapore Online may assign, transfer or subcontract all or part of its rights and/or obligations deriving from the Terms.

**E. Independent Contractors.** You and Singapore Online are independent contractors, and nothing in the Terms will create any partnership, joint venture, agency, franchise, sales representative relationship or exclusivity between the parties. The Terms will not cause the establishment of any relationship of employment between the parties or with any person who provides services to either. You have no authority to make or accept any offers or representations on behalf of Singapore Online.

**F. No Third Party Rights.** These Terms and all of the representations, warranties, covenants, conditions, and provisions hereof are for the sole and exclusive benefit of Singapore Online, Singapore Online Affiliates and you. Other than as regards the rights of Buyers against you, nothing in the Terms will be construed as giving any third party any rights whatsoever.

**G. Illegality.** Notwithstanding any other provision in the Terms to the contrary, nothing contained herein will



oblige Singapore Online or you to engage in any action or omission to act which would be prohibited by or penalized under applicable laws. The illegality, invalidity or unenforceability of any provision of the Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The actual or future invalidity or ineffectiveness of any provision in the Terms will not affect the validity or effectiveness of the whole document.

**H. Severability.** If any provision in these Terms shall be held to be void but would be valid if deleted in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable.

**I. No Waiver.** The failure of a Party to exercise its rights in case of breach of contract by the other Party will not be considered as a waiver of its rights under the Terms or under applicable laws.

**J. Force Majeure.** No Party will be liable to the other or be deemed to be in breach of the Terms by reason of any delay or failure to perform any of its obligations due to an event of Force Majeure. Upon the occurrence of any event of Force Majeure, Singapore Online may, at its option, fully or partially suspend delivery/performance of its obligations hereunder while such event or circumstance continues. If any of the events of Force Majeure will continue for a period exceeding one (1) month, Singapore Online may notify you that it will terminate the Agreement with immediate effect.

**K. Variation.** No variation of these Terms will be valid unless (a) expressly agreed to in writing and signed by authorized representative of Singapore Online; or (b) notified to you as provided in accordance with these Terms.

**L. Stamp Duty,** All stamp duty and registration fees (if any) in respect of these Terms will be fully borne and paid by you.

**M. Governing Law.** The applicable governing law and dispute resolution of these Terms is according to the laws of Republic of Singapore.