

Application User Terms

These Application User Terms are current as of 12 May 2026 (v2.0)

The Application is owned and operated by AISG Labs Pte. Ltd. ("**AISG Labs**"). In these terms and conditions of use ("**Application User Terms**"), the words "**you**", "**your**" and "**Merchant**" refers to you, whether as an individual, sole proprietor, partnership, corporation or other legal entity, as an end user of the Application where you may offer, provide or otherwise make available products and/or services to Customers (as defined below) via the Application (as defined below) and/or the Services (as defined below), and the words "**we**", "**our**" and "**us**" refer to AISG Labs and its successors and assigns.

IMPORTANT: By accessing the Application (defined below), you agree to these Application User Terms with AISG Labs. If you do not agree to these Application User Terms, kindly do not access, or use, or immediately discontinue your access and/or use of, the Application.

1. DEFINITIONS

In these Application User Terms, unless the context otherwise requires, the following expressions shall have the following meanings:

1.1 "Account" means an account on the Application that you use to access the Application, created by a Merchant and/or User by providing such information to AISG Labs or its affiliates and in accordance with such instructions as may be prescribed by AISG Labs or its affiliates.

1.2 "Additional Terms" shall be as defined in Clause 8.1.

1.3 "Advertisements" shall be as defined in Clause 4.3.6.

1.4 "AI Tool" means any software, system, application, tool, model or platform that utilises artificial intelligence technologies, including but not limited to machine learning, large language models, vision language models, generative models, multimodal models, natural language processing, computer vision, or automated decision-making algorithms, to perform tasks, generate outputs (including Content, predictions, recommendations or decisions), or assist in the execution of processes.

1.5 "Application" means the software programme known as "EPOS360" (including any web or mobile versions and mobile applications, such as iOS and Android versions, or in any other digital form), operated, controlled and/or owned by AISG Labs or its affiliates (if any), through which AISG Labs or its affiliates may make available the Services, but shall exclude any external application, websites, webpages or other Content operated, controlled and/or owned by any third parties.

1.6 "Application Policies" shall be as defined in Clause 3.1.

1.7 "Communications" shall be as defined in Clause 10.5.

1.8 "Confidential Information" means:

1.8.1 information that is marked with a restrictive legend of AISG Labs or is identified by AISG Labs to you as confidential at the time of disclosure;

1.8.2 financial, marketing, sales, technical, operational, commercial, and human resource information, and all know-how, trade secrets, business plans, financial and/or contractual arrangements, forecasts, accounting and tax records, strategies, models, methods, product information, processes, formulas, designs, drawings, data, manuals, instructions, computer software, source codes, diagrams, workflow information, specifications and configurations of AISG

Labs or any of its affiliates and all other information regarding AISG Labs or any of its affiliates or their respective businesses that is not publicly known or available; and

1.8.3 all communication between the parties relating to the aforesaid, whatsoever and in whatever form and medium, whether disclosed orally or in writing and whether or not such information belongs to AISG Labs or a third party, together with all reproductions in whatsoever form or medium and any part or parts of it.

1.9 “Content” means any content, information, functionalities, services, or materials, including but not limited to text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams, or other material.

1.10 “Customer” means any person who accesses, uses or interacts with the Application and/or the Services in relation to any goods and/or services offered, provided or otherwise made available by any Merchant, including any actual or prospective customer of such goods and/or services, whether such person is an individual or otherwise.

1.11 “Customer Contract” shall be as defined in Clause 11.1.3.

1.12 “Customer Order” means any orders made by Customers via the Application and/or the Services for Products offered by a Merchant.

1.13 “E-Voucher” means the e-vouchers, e-coupons, e-stamps, promotional code, gift code and/or any other electronic form issued to Customers on the Application and/or the Services by and on behalf of Merchants, in respect of benefits and privileges made available pursuant to and in accordance with the relevant terms governing such subject-matter as may be prescribed by or on behalf of AISG Labs from time to time.

1.14 “Indemnitees” shall be as defined in Clause 17.2.

1.15 “Intellectual Property Rights” means all copyright, patents, utility innovations, trademarks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges and rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

1.16 “Legal Requirements” means all laws and regulatory requirements, regulations, rules, judgements, injunctions, acts, codes of practice, conditions, directives, orders, policies, restrictions, guidelines, quality of service standards, by-laws, prohibitions or measures of any kind on the part of any government, regulatory body, court or competent authority in all applicable jurisdictions and any permits and licences, applicable or necessary for the performance of an activity or undertaking in any applicable jurisdictions from time to time and any industry standards, or any codes of conduct or rules of any industry body, which Merchant is a member of or has obligations to, including any provision of the Personal Data Protection Act 2012 of Singapore, any provision of the Advertising Code of Singapore, any provision of the Singapore Broadcasting (Class Licence) Notification, any provision of the Consumer Protection (Fair Trading) Act 2003, and all laws relating to anti-corruption and anti-bribery.

1.17 “Losses” means all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.

1.18 “Merchant Advertisements” shall be as defined in Clause 3.7.

1.19 “New Features” shall be as defined in Clause 8.2.

1.20 “Password” refers to the password that meets any criteria prescribed by AISG Labs, if any, which you and/or a User have chosen when creating an Account and any changes thereto in the manner prescribed by AISG Labs.

1.21 “Personal Data” refers to any data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which AISG Labs has or is likely to have access, including data in AISG Labs’ records as may be updated from time to time. Examples of such Personal Data include the individual’s name, address, national registration identity card (NRIC) number or email address.

1.22 “Products” means such products or services as may be prescribed and approved by AISG Labs in its sole discretion from time to time, which Merchants make available for sale via the Application, save for any Prohibited Products.

1.23 “Prohibited Material” means any Content that: (i) infringes any Intellectual Property Rights or any other rights of any third party; (ii) contains any computer virus, Trojan horse, worm or other invasive or damaging code, program or macro; (iii) is defamatory, libellous or threatening; (iv) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under any applicable laws; and/or (v) is or may be construed as offensive and/or otherwise objectionable, in the sole opinion of AISG Labs.

1.24 “Prohibited Products” shall be as defined in Clause 11.2.3.

1.25 “Services” means the features, functions, product and service offerings relating to various software, technical and marketing services made available by AISG Labs or its affiliates to you via or on the Application from time to time. For the avoidance of doubt, the Services do not include any “banking business” (as such term is defined in the Banking Act 1970 of Singapore) or “payment service” (as such term is defined under the Payment Services Act 2019 of Singapore) to you, which shall be provided to you by the relevant services provider in accordance with the agreement between you and such service providers.

1.26 “SIAC” shall be as defined in Clause 23.3.

1.27 “Third Party Applications” shall be as defined in Clause 9.1.

1.28 “Third Party Content” shall be as defined in Clause 13.1.

1.29 “Third Party Materials” shall be as defined in Clause 9.1.

1.30 “Third Party Platforms” means such platforms operated by a third party, such as Google Business Account or other similar platforms, on which AISG Labs or its affiliates may facilitate distribution of your online store for publication.

1.31 “Third Party Terms” shall be as defined in Clause 9.1.

1.32 “Trademarks” shall be as defined in Clause 18.2.

1.33 “Traffic Source” means a mobile device application to which we may distribute your online store for publication, such as Alipay CN (支付宝), or other Third Party Applications which AISG Labs and/or its affiliates are in collaboration with to enable such distribution.

1.34 “Traffic Source Operator” means the operator of a Traffic Source.

1.35 “Transaction” means a sale, payment or other transaction which a Customer enters into with Merchant for the purchase of Products through the Application, pursuant to an accepted Customer Order.

1.36 “Merchant Content” means any Content submitted, posted or otherwise made available by a Merchant for inclusion in, or in connection with, the Application and/or the Services.

1.37 “Updates” shall be as defined in Clause 3.3.

1.38 “User” means such employees, agents and representatives of Merchant designated by Merchant as an authorised user, including such employees, agents and representatives designated as Merchant’s “owner” or “operator”.

1.39 “UserID” means the unique login identification name which identifies a Merchant or Users who have an Account.

1.40 “Works” means any and all works of authorship, documents, reports, specifications, data, databases, information, documentation, software, programs, scripts, macros and any code of any type or language, processes, platforms, interfaces, methods, know-how, techniques, expertise, inventions, discoveries, technologies, ideas, concepts, methodologies and technical and commercial information, photographs, designs, logos, marks, creations and developments, illustrations, visual images, artwork, drawings, diagrams, screen shots, animation, visual effects, output forms, business processes, graphics, music, lyrics, video, audio, sound recordings and/or any other subject matter or materials, in whatever form or medium (including software or applications facilitating the use of any of the above and object code, source code or digital equivalents of all the aforementioned subject matter), whether or not patentable, copyrightable or subject to other forms of protection, and in any language.

2. LICENCE TO USE APPLICATION

2.1 The Application is proprietary to AISG Labs and may only be used in accordance with these Application User Terms. Subject to your compliance with these Application User Terms, AISG Labs grants you a personal, limited, non-exclusive, non-transferable, revocable and non-sublicensable right to use the Application for the purpose of accessing and using the Services, in accordance with these Application User Terms and any applicable Application Policies. **This right shall automatically terminate upon any termination of these Application User Terms.**

2.2 AISG Labs reserves all rights not granted hereunder.

2.3 For the avoidance of doubt, AISG Labs shall not at any time be obliged to provide any adaptations, enhancements and/or modifications to the Application and/or the Services, including without limitation any updates, patches, bug-fixes and/or upgrades to the Application and/or the Services or any new versions and/or releases of the Application and/or the Services which incorporate new features or functions.

2.4 You shall not under any circumstances:

- (i) copy, reproduce, distribute, transmit, publicly display, rent, lease, lend, sell, resell or otherwise commercially exploit the Application and/or the Services (in whole or in part, or any derivative thereof) in any form by any means;
- (ii) adapt, modify, decompile, disassemble, localise, port and/or reverse engineer the Application and/or the Services or any part thereof;
- (iii) remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or marking of AISG Labs placed upon or contained within the Application and/or the Services;
- (iv) prepare or develop derivative works based on the Application and/or the Services; and/or
- (v) use the Application and/or the Services for any purpose other than those permitted under these Application User Terms.

Any breach of the above may result in immediate termination of the rights and licence granted under this Clause. These restrictions shall survive termination.

3. GENERAL CONDITIONS FOR THE USE OF THE APPLICATION

3.1 You must comply with AISG Labs' notices, guidelines, operating rules, policies and instructions pertaining to the use of the Application and/or the Services, whether introduced now or in the future by AISG Labs from time to time (collectively, "**Application Policies**"). These notices, guidelines, operating rules, policies and instructions will generally be notified to you via email, push notification(s) and/or publication on the Application and/or such other method of notification as may be designated by AISG Labs, which you acknowledge shall be sufficient notice for the purpose of this Clause 3.1. Application Policies shall form part of these Application User Terms.

3.2 You shall comply with all applicable laws, regulations, standards and requirements relating to your access to and use of the Application and/or the Services, including without limitation any laws relating to data protection, intellectual property, and the use of connected computer networks and any applicable Internet standards.

3.3 You acknowledge and agree that AISG Labs may, from time to time, require you to install or implement updates, patches, or new versions of the Application ("**Updates**") as may be necessary to maintain the security and/or functionality of the Application and/or the Services. You shall promptly install or implement any Updates as directed by us, and you acknowledge and agree that where reasonably necessary (including for security reasons), we may prevent, restrict or disable your access to the Application and/or the Services until the required Updates have been installed.

3.4 You must not:

3.4.1 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;

3.4.2 use the Application and/or the Services, whether directly or indirectly, for unlawful purposes, or purposes other than those permitted under these Application User Terms;

3.4.3 use, send, distribute or upload, in any way, data, software or Content that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components that may impair or damage the operation of the Application, the Services, and/or another's computer or device;

3.4.4 attempt to gain unauthorised access to, or interfere with or disrupt other computer systems or networks connected to the Application and/or the Services;

3.4.5 display, publish, post, promote or transmit through the Application and/or the Services (including as part of any Content and/or Merchant Advertisements) any Prohibited Material;

3.4.6 interfere with another's authorised use and enjoyment of the Application and/or the Services;

3.4.7 engage in conduct that is reasonably likely to damage the reputation of AISG Labs or of its affiliates;

3.4.8 make available via the Application and/or the Services any Products that may infringe any Intellectual Property Rights or any other rights of any third party; or

3.4.9 use the Application and/or the Services to harvest personal information (including financial information) about Customers or carry out any data mining, data compilation or data extraction for the purposes of statistical or trade analysis or otherwise, based on or in connection with the Application and/or the Services, except as necessary to fulfil a Customer Contract or otherwise permitted under these Application User Terms;

and you shall promptly notify AISG Labs once you are aware that you are unable to comply with or if there is reason to believe that there may be a breach of any of the undertakings and obligations set out above.

3.5 You acknowledge and agree that the Application and/or the Services may be accessed through different devices (for example, personal computers and mobile devices), and so the features of the

Application and/or the Services may vary, and access and use of the Application and/or the Services may be subject to device-specific conditions.

3.6 You agree and acknowledge that these Application User Terms and the services provided or made available thereunder do not include the provision of Internet access or other telecommunication services by AISG Labs. Any Internet access or telecommunications services (such as mobile data connectivity) required by you to access and use the Application and/or the Services shall be your sole responsibility and shall be separately obtained by you, at your own cost, from the relevant telecommunications or internet access service provider.

3.7 You may request AISG Labs to include banners and/or other materials ("**Merchant Advertisements**") on or through the Application and/or the Services for the purposes of advertising your products and/or services. AISG Labs reserves the right, at its sole discretion, to reject or accept any such request. You shall not produce any marketing materials using the trademarks, branding, logos or name of AISG Labs or of the Application without AISG Labs' prior written consent. You acknowledge and agree that any Merchant Advertisements published on or through the Application and/or the Services shall be deemed to be advertisements published by you (and not by AISG Labs) and under no circumstances shall AISG Labs be regarded as your advertiser, agent or a party to any transaction arising from such Merchant Advertisements. AISG Labs neither endorses nor assumes any responsibility for any Content and/or Merchant Advertisements published on or through the Application and/or the Services, and you shall be solely responsible for all such Content and/or Merchant Advertisements.

4. RESERVATION OF RIGHT AND AUTHORISATION

4.1 Without prejudice to any other rights available to AISG Labs under these Application User Terms, AISG Labs may (but is not obliged to) at any time and at its sole discretion, with or without prior notice (except where notice is required under these Application User Terms), upgrade, maintain, modify, alter, suspend, discontinue the Application and/or the Services (in whole or in part), including for maintenance purposes. Subject to Clause 17 (Exclusion of Liability and Indemnity), AISG Labs shall not be liable for any Losses which may be incurred by you or any third party as a result.

4.2 AISG Labs may at any time, at its sole discretion, introduce and/or charge the Merchant fees for accessing and/or using the Application and/or the Services ("**Service Charges**"). Such Services Charges may be amended from time to time by notice in accordance with these Application User Terms. AISG Labs may introduce, vary or waive Service Charges at its discretion. If you do not accept any such changes to the Services Charges, you must cease your access to and use of the Application and/or the Services before the effective date of the revised Service Charges, failing which you shall be deemed to have accepted such changes. AISG Labs may invoice you where you continue to use the Application and/or the Services on or after such effective date.

4.3 AISG Labs reserves the right, but shall not be obliged to:

4.3.1 monitor, screen, censor or otherwise control any activity on the Application and/or the Services and any Content made available thereon;

4.3.2 investigate any violation of the terms and conditions contained herein and take any action, or refrain from taking any action, as it deems appropriate in its sole discretion;

4.3.3 prevent or restrict access of any Merchant (including your access) to the Application and/or the Services (or any part thereof);

4.3.4 report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities;

4.3.5 publish or make available notices, forms, conditions, disclaimers or Application Policies on the Application and/or the Services as AISG Labs considers necessary for operational, compliance or policy purposes. You shall in your contracts and/or communications with its Customers (if any), reserve the aforesaid right of AISG Labs and you shall indemnify AISG Labs against any claim made by any Customer against AISG Labs as a result of the exercise of the aforesaid right by AISG Labs; and

4.3.6 conduct marketing and promotional activities, including to market or advertise the Application and/or the Services, either generally or specifically, on the Application, the Services or such other medium or channel of marketing or advertising of AISG Labs' choice.

Without prejudice to the generality of the foregoing, AISG Labs may include advertisements, banners and/or such other materials (collectively "**Advertisements**") on the Application and/or the Services for the purpose of advertising AISG Labs' and/or any third-party's products and/or services. AISG Labs may also identify you (or cause you to be identified) as a participating merchant of the Application and/or Services on its websites, applications, other general marketing and promotional materials, or such other medium or channel of marketing or advertising of AISG Labs' choice. You agree to cooperate fully and expeditiously with AISG Labs and use best efforts to participate in any and all advertising, marketing and promotional events and programmes authorised and/or directed by AISG Labs from time to time, as required by AISG Labs. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of the Advertisements.

4.4 AISG Labs reserves the right to suspend or terminate your user account after such period of inactivity as AISG Labs may determine.

5. PAYMENTS, SUBSCRIPTIONS, BILLING AND NO REFUNDS

5.1 Subscription Plans and Service Charges: AISG Labs may offer access to the Application and/or the Services on a subscription basis, including different plans, tiers or pricing structures with varying features, functionalities and usage limits (each, a "**Subscription Plan**"). Access to and use of the Application and/or the Services may be subject to the applicable Subscription Plan selected by you and the payment of applicable Service Charges. Service Charges may include bundled fees for hardware, software and related services, where applicable. All Service Charges are exclusive of applicable taxes (including GST, VAT or similar taxes), which shall be borne by you where applicable.

5.2 Billing and Payment: Service Charges shall be payable in the manner, currency and billing frequency specified by AISG Labs from time to time. Unless otherwise stated, Service Charges will be charged on a recurring basis (for example, monthly or annually). You authorise AISG Labs (and/or its designated payment service providers) to charge the applicable Service Charges using your selected payment method. You are responsible for ensuring that your payment method remains valid, current and sufficient to meet payment obligations. If any payment is unsuccessful or remains unpaid, AISG Labs may (without prejudice to its other rights):

- (i) retry the payment using your designated payment method;
- (ii) notify you of the failed payment and allow a reasonable period for you to rectify the issue; and/or
- (iii) suspend or restrict your access to the Application and/or the Services until payment is successfully completed.

Where subscriptions are purchased through third-party platforms, the applicable billing terms and conditions of such platforms may apply in addition to these Application User Terms. Payments may also be processed through third-party payment service providers, and AISG Labs shall not be responsible for any errors, delays or failures attributable to such providers.

5.3 Auto-Renewal: Unless otherwise stated, your Subscription Plan will automatically renew for successive billing periods at the then-current applicable Service Charges, unless you cancel your subscription prior to the end of the then-current billing period.

5.4 Changes to Service Charges and Plans: AISG Labs may amend Service Charges or Subscription Plans from time to time by notice in accordance with these Application User Terms. If you do not agree to such changes, you must cancel your Subscription Plan and cease use of the Application and/or the Services before the effective date of such changes. Continued use after such date shall constitute acceptance of the revised Service Charges or Subscription Plan.

5.5 Plan Upgrades and Downgrades: AISG Labs may, at its discretion, allow you to upgrade or downgrade your Subscription Plan. Any such changes may take effect immediately or at the end of the current billing period, and may be subject to additional terms (including proration of fees) as determined by AISG Labs.

5.6 Suspension for Non-Payment: AISG Labs reserves the right to suspend, restrict or terminate your access to the Application and/or the Services if any Service Charges remain unpaid after the applicable due date, after any applicable grace period or after reasonable attempts to obtain payment.

5.7 Cancellation by you: You may cancel your Subscription Plan at any time in accordance with the cancellation process specified by AISG Labs. Unless otherwise stated, such cancellation will take effect at the end of the then-current billing period.

5.8 No Refunds: Except as expressly provided in these Application User Terms or as required by applicable law, all Service Charges and fees paid or payable are non-refundable. Without limitation, no refunds or credits shall be provided for:

- (i) partial use or non-use of the Application and/or the Services;
- (ii) any unused portion of a Subscription Plan;
- (iii) early termination or cancellation of a Subscription Plan; or
- (iv) any downgrades or changes to a Subscription Plan during a billing period.

6. HARDWARE

6.1 Provision of Hardware: AISG Labs (or its affiliates) may make available certain hardware, devices or equipment ("**Hardware**") in connection with your access to and use of the Application and/or the Services, including as part of a Subscription Plan or bundled offering. Certain Hardware may be provided to you on a complimentary basis in connection with your Subscription Plan and shall not constitute a separately priced item or form part of the purchase price or sales consideration payable for the Subscription Plan.

6.2 Hardware Usage Subject to Subscription Terms: Unless otherwise expressly agreed in writing, any Hardware provided to you in connection with a Subscription Plan shall remain subject to the terms and conditions governing the relevant Subscription Plan and the Services.

6.3 Subscription Dependency: Access to the Application and/or the Services (including certain features and functionalities) is provided on a subscription basis in accordance with Clause 5 (Payments, Subscriptions, Billing and No Refund). **You acknowledge and agree that the functionality and usability of the Hardware may depend on maintaining an active Subscription Plan. Accordingly, if your Subscription Plan is suspended, terminated, expired or remains unpaid, AISG Labs may suspend, restrict, disable or lock certain Hardware features or functionalities, including payment-related functions, unless otherwise determined by AISG Labs or unless you make a separate one-time payment for continued usage rights as may be offered by AISG Labs from time to time.**

6.4 Installation and Acceptance: Where AISG Labs provides installation or setup services, the Hardware and related systems or integrations shall be deemed accepted upon:

- (i) completion of installation and demonstration of basic functionality; or
- (ii) your use of the Hardware and/or the Services following delivery or installation, whichever occurs earlier.

6.5 Use and Responsibility: You are responsible for the proper use, care and maintenance of the Hardware and shall ensure that it is used in accordance with any instructions or specifications provided by AISG Labs or the relevant manufacturer. AISG Labs shall not be liable for any Losses arising from any misuse, improper handling, unauthorised modification, damage or use of the Hardware contrary to the applicable instructions or specifications after delivery.

6.6 Hardware Warranty and Support Disclaimer: Any warranties, repairs, replacements or support relating to the Hardware shall be subject to AISG Labs' applicable policies and/or the terms and conditions of the relevant manufacturer, as may be communicated to you from time to time. Except as expressly stated in these Terms or otherwise required under applicable law, AISG Labs makes no representation or warranty in relation to the Hardware, and all implied warranties, conditions and representations are excluded to the fullest extent permitted by applicable law.

6.7 No Leasing or Return Obligation: Unless otherwise expressly stated in a separate written agreement, the Hardware is not provided on a lease, rental or loan basis, and you shall have no obligation to return the Hardware upon termination or expiry of your Subscription Plan.

6.8 Hardware Operational Risks: You acknowledge that the performance and availability of the Hardware may be affected by factors outside AISG Labs' reasonable control, including third-party systems, software, telecommunications networks, connectivity availability and device configurations. Subject to Clause 17 (Exclusion of Liability and Indemnity), AISG Labs shall not be liable for any Losses arising from such external factors or from any incompatibility between the Hardware and third-party systems or devices not approved or supported by AISG Labs.

7. Free Trial

7.1 Participation in Free Trial: AISG Labs may, at its discretion, offer a free trial period (for example, 30 days) for access to the Application and/or the Services ("**Free Trial**"). Your participation in a Free Trial is subject to the following:

- (i) No payment method is required to access the Free Trial, and no Service Charges will be incurred during the Free Trial period.
- (ii) Upon expiry of the Free Trial, your access to the Application and/or the Services may be suspended, restricted, or limited unless you subscribe to an applicable Subscription Plan and pay the relevant Service Charges.
- (iii) You may choose to subscribe at any time during or after the Free Trial. Any Subscription Plan will only commence, and Service Charges will only be applied, upon your successful subscription.
- (iv) For the avoidance of doubt, no cancellation is required to terminate the Free Trial, and Clause 5.8 (No Refunds) shall apply only upon commencement of a paid Subscription Plan.
- (v) AISG Labs reserves the right to determine eligibility for any Free Trial, including limiting Free Trials to one per Merchant or account, and may suspend or terminate access where it reasonably suspects abuse, misuse, or repeated exploitation of the Free Trial.
- (vi) Unless otherwise expressly determined by AISG Labs in writing, no Hardware will be provided as part of the Free Trial.

8. OTHER APPLICABLE TERMS/NEW FEATURES

8.1 In addition to these Application User Terms, the use of specific aspects of the Application and/or the Services or more comprehensive or updated versions of the Application and/or the Services may be subject to additional terms and conditions ("**Additional Terms**"), which will apply in full force and effect.

8.2 AISG Labs reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, functions and/or features (collectively "**New Features**") to the Application. Subject to Clause 4.2, the term "**Application**" shall include New Features which are provided through the Application.

8.3 All New Features shall be governed by these Application User Terms and may be subject to Additional Terms which you shall be required to agree to before access to and use of such New Features are provided and shall be deemed to have agreed to upon use of such New Features. In the event of any inconsistency between these Application User Terms and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the product, application, programme, service, function, or feature in question unless otherwise provided.

9. THIRD PARTY MATERIALS

9.1 AISG Labs may permit access to and use of the Application through or as part of other applications operated or maintained by or originating from third parties, including via integrations, plug-ins, or embedded modules ("**Third Party Applications**"). In addition, AISG Labs may require, enable, provide, or facilitate access to or use of websites, software, services, webpages, applications, online or electronic platforms, products, functionalities, programmes or Works (including content or applications provided through the Application) of third parties ("**Third Party Materials**"), or Third Party Materials may be used in combination or conjunction with AISG Labs' provision of the Application and/or the Services (or part thereof) to you under these Application User Terms. Your use of such Third Party Applications and/or Third Party Materials may be subject to additional terms and conditions, guidelines, notices, operating rules and policies or instructions as may be prescribed from time to time by the relevant Third Party ("**Third Party Terms**"). It is your responsibility to check, read and accept the applicable Third Party Terms. In particular, you are deemed to have notice of any terms that AISG Labs (under the Third Party Terms) is to notify you of, and you shall accept and agree to be bound by all the obligations in the Third Party Terms which are applicable to you as the end user, at the relevant time prior to accessing and using the Third Party Applications and/or Third Party Materials, the Application and the Services (or part thereof). If you breach or do not accept any Third Party Terms, your access and use of the Application and/or the Services (or part thereof) may be affected. Without prejudice to the foregoing, the following terms shall apply:

9.1.1 If the Third Party Terms require you to enter into an agreement directly with the relevant Third Party, then you agree to enter into such agreement, and in any event, to be legally bound by the Third Party Terms. For the avoidance of doubt, any Third Party Terms which you enter into with a Third Party are solely between you and such Third Party. AISG Labs is not involved in and shall not be required to be a party to any agreements or promises made between you and any Third Party. Under no circumstances shall it be construed that, in the case of Third Party Applications and/or Third Party Materials, AISG Labs is a party to any transaction, if any, between you and such Third Party or that AISG Labs endorses, sponsors, certifies, or is involved in the provision of such Third Party Applications and/or Third Party Materials, and AISG Labs shall not be liable in any way for any Third Party Materials which shall be the sole responsibility of the relevant Third Party. Accordingly, you

shall not have any right or claim, and hereby waive any rights you may have (if any), against AISG Labs in respect of any breach or failure to comply with any Third Party Terms in respect of your access to and/or use of such Third Party Applications and/or Third Party Materials through or as part of the Applications and/or the Services.

9.1.2 You authorise AISG Labs and its agents to access Third Party Applications and/or Third Party Materials which you have designated, to retrieve content or information requested by you or to process or access functionalities at your request. You hereby appoint AISG Labs and its agents as your agent for the aforementioned purpose.

9.1.3 For the avoidance of doubt, nothing in the Application or Services will be considered an endorsement, representation or warranty of or by AISG Labs with respect to any Third Party or any Third Party Applications and/or Third Party Materials, even where such Third Party Applications and/or Third Party Materials may require the use of the Application and/or the Services. AISG Labs makes no representation or guarantee regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such Third Party Applications and/or Third Party Materials and any use or reliance on the same by you is solely at your own risk. Without prejudice of the generality of this Clause 9.1, you acknowledge that AISG Labs:

- (i) does not maintain or control, or have visibility over any transaction or activity conducted under Third Party Applications and/or Third Party Materials;
- (ii) is not responsible for, and does not have control over, how any Third Party collects, uses, discloses, secures, protects, retains, stores, transfers or otherwise processes or deals with any data or personal data the Customer may share with such Third Party; and
- (iii) is not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any Third Party Applications and/or Third Party Materials.

10. ACCOUNT, USERID AND PASSWORD

10.1 A UserID and Password may either be:

- (i) determined and issued to you and/or your Users by AISG Labs; or
- (ii) provided by you and/or your Users and accepted by AISG Labs in its sole discretion in connection with the use of and/or access to the Application and/or the Services.

10.2 AISG Labs may at any time in its absolute discretion forthwith invalidate your and/or your Users' UserID and/or Password without assigning any reason therefor without prior notice and shall not be liable or responsible for any Losses suffered by or caused to you or arising out of or in connection with or by reason of such invalidation.

10.3 You and/or your Users may from time to time be required to change your and/or your Users' UserID and/or Password and agree to do so when required by AISG Labs. You and your Users shall keep your Password confidential and take the necessary steps to prevent unauthorised disclosure of your Password, and shall be responsible for the security of your Account and liable for any disclosure or use (whether such use is authorised or not) of your Password. You and/or your Users are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of your Password has been compromised or if there has been any unauthorised use of your UserID and/or Password or if any information in relation to your Account requires updating.

10.4 You and your Users shall not at any time disclose any UserID or Password to any other party and you shall be responsible and liable for any disclosure or use (whether such use is authorised or not) of the UserID and Password issued to you and your Users. AISG Labs shall not be responsible or liable for any Losses or damage incurred or suffered by you or any person by reason of or arising

from or as a consequence of using your and/or your Users' UserID and/or Password in respect of any instructions, operations or transactions effected by you and/or your Users or purported to be effected by you and/or your Users through the Application and/or the Services.

10.5 Any use of and/or access to the Application and/or the Services and any information, data, instructions, directions, requests or communications ("**Communications**") referable to your or your Users' UserID and Password (whether such access, use or Communications is authorised by you and/or your Users or not), unless such unauthorised use arises from the fraud, wilful misconduct or gross negligence of AISG Labs, shall be deemed to be, as the case may be:

(i) use of and/or access to the Application and/or the Services by you and/or your Users (as the case may be); and

(ii) Communications posted, transmitted and validly issued by you and/or your Users (as the case may be).

You and your Users shall be bound by any access to, use of and/or Communications carried out or transmitted through the Application and/or the Services which are referable to your and/or your Users' UserID and Password and you agree that AISG Labs shall be entitled (but not obliged) to treat any such Communication as authentic, notwithstanding any error; fraud; forgery; lack of clarity; or misunderstanding in respect of terms of such Communications, and act upon, rely on and/or hold you and/or your Users solely responsible and liable in respect thereof as if the same were carried out or transmitted by you and/or your Users, and AISG Labs shall be under no obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents thereof. AISG Labs shall not be responsible or liable for any Losses incurred or suffered by you or any person by reason of, arising from or as a consequence of using your and/or your Users' UserID and Password in respect of any Communications effected by you and/or your Users or purported to be effected by you and/or your Users through the Application and/or the Services.

10.6 Without prejudice to the foregoing, AISG Labs may:

10.6.1 decline or delay to act on or refrain from acting promptly upon the Communications in order to verify the authenticity or correctness thereof or until AISG Labs has carried out the verification measures that it requires; and/or

10.6.2 require any Communications to be confirmed in writing by you and/or your Users (as the case may be) before acting on the same,

and AISG Labs shall not be liable for any Losses as a result of the delayed performance or non-performance of the Communications as a result of the above.

10.7 All Communications provided by you and/or your Users through the Application and/or the Services shall be given in the manner indicated by AISG Labs. You and/or your Users are responsible for the accuracy, completeness and authenticity of the Communications so provided to AISG Labs.

10.8 You agree and acknowledge that, in respect of all Communications made or performed, processed or effected through or in relation to the Application and/or the Services by you and/or your Users or any person purporting to be you and/or your Users (whether authorised by you and/or your Users or not):

(i) any records created and maintained by AISG Labs in respect thereof shall be binding on you and/or your Users for all purposes whatsoever and shall be conclusive evidence of such Communications; and

(ii) such Communications shall be binding on you and/or your Users upon transmission thereof unless AISG Labs in our sole discretion determine otherwise, and AISG Labs shall be entitled to effect, perform and/or process (or cause the effecting, performance and/or processing of) such

Communications without further reference to, consent or confirmation from or notice to you and/or your Users.

11. ORDERS AND TRANSACTIONS

11.1 Order Flow

11.1.1 Seller Product Information: You shall, in accordance with the Application Policies, upload to the Application accurate and complete information on Products to the Application, including product descriptions, names, prices, and images. You shall ensure that the quantity of stock submitted on the Application is available for sale through the Application. You acknowledge that AISG Labs is not obliged to make any Products available via the Application and/or the Services.

11.1.2 Acceptance of Customer Orders: A Customer Order becomes an accepted Customer Order only upon acceptance by you. If you elect to use the automatic acceptance function, Customer Orders may be automatically accepted for any Product which you have indicated is in stock (if applicable). Upon such automatic acceptance, the available stock of the relevant Product will be reduced accordingly. AISG Labs may from time to time prescribe Application Policies governing the automatic acceptance of Customer Orders and may implement controls or adjustments to such process.

11.1.3 Processing accepted Customer Orders and fulfilment of Customer Contracts: Merchant shall be deemed to have entered into a legally binding agreement with the relevant Customer pursuant to each such accepted Customer Order for the sale and purchase of the relevant Product(s) listed for sale via the Application (each such agreement, a “**Customer Contract**”) at the point when the Merchant accepts the Customer Order, as evidenced by the Application displaying the relevant order details, in the manner prescribed in the Application Policies.

11.1.4 Sales Proceeds: AISG Labs shall not be liable for any claims, liabilities, expenses, costs, losses or damages suffered by any Merchant arising out of or in connection with a Customer’s failure to make full payment, or where a Customer’s payment is subsequently invalidated, including where such failure or invalidation is due to fraud, chargebacks, or payment reversals. For the avoidance of doubt, AISG Labs does not act as a payment service provider, payment intermediary or guarantor in respect of any Customer payment.

11.1.5 No contract between AISG Labs and Customer: You agree that each Customer Contract is an agreement entered into directly and only between you and the Customer. AISG Labs neither endorses nor assumes any responsibility or liability arising in connection with any Customer Order or the products and/or services in respect of which any Customer Order is carried out, and in no event shall AISG Labs establish or be required to establish any contract for the sale and purchase of Products with a Customer. You undertake to ensure that appropriate disclosures are made to Customers via the Application and/or otherwise, informing them that they are purchasing Products solely from you pursuant to a contract solely with you. You undertake that you shall fully indemnify AISG Labs against any and all claims made by any Customer against AISG Labs as a result of a breach of this Clause 11.1.5.

11.2 AISG Labs shall at all times retain the right to (but shall not be obliged to):

11.2.1 stop processing or facilitate the cancellation of any Customer Order for any reason, at its sole discretion;

11.2.2 refuse to or cease to feature and/or display any Products via the Application and/or the Services at its sole discretion, including where AISG Labs determines that the relevant Merchant has breached or is unable to comply with its obligations under these Application User Terms and/or any Customer Contract; and/or

11.2.3 delete, remove and/or prohibit the listing of any Product on the Application and/or the Services without prior notice to the Merchant, including any products designated by AISG Labs from time to time as prohibited for sale on the Application and/or the Services (such products, the **"Prohibited Products"**).

11.3 AISG Labs does not exercise control over, and does not assume any responsibility or liability for: (i) the quality, safety or legality of any products and/or services advertised, presented or listed by Merchants;

(ii) the truth, accuracy or completeness of any postings, listings, descriptions, images or other Content provided by Merchants; or

(iii) the ability of any Merchant to provide the products and/or services it claims to provide. AISG Labs does not verify the accuracy, completeness or reliability of any information provided by Merchants, and such information may be inaccurate, incomplete, misleading or deceptive.

11.4 You acknowledge that all products and/or services are provided by Merchants, and AISG Labs acts solely as a technology platform. Without prejudice to the generality of any of the foregoing:

11.4.1 AISG Labs makes no representations or warranties, whether express or implied, as to the quality, condition or fitness for purpose of any products and/or services offered, provided or made available via the Application and/or the Services, and any listing of any product and/or service by any Merchant shall not constitute an endorsement or verification by AISG Labs of such product and/or service;

11.4. AISG Labs makes no representations or warranties that any products and/or services will meet any particular requirements or be suitable for any specific purpose, whether or not such purpose has been disclosed to AISG Labs; and

11.4.3 AISG Labs shall not be liable for any acts or omissions of Merchants or third parties in connection with any products and/or services, including any improper remedy of defects or alteration of such products and/or services.

11.5 You shall be solely responsible and liable for ensuring the accuracy, completeness and validity of all prices and other information relating to the Products, as well as all marketing materials or Content included, posted or uploaded on the Application and/or the Services, and for ensuring that such information and Content complies with all applicable laws and regulations.

11.6 E-Vouchers

11.6.1 You must comply with AISG Labs' notices, guidelines, operating rules, policies and instructions pertaining to the issuance of the E-Vouchers as issued and/or amended by AISG Labs from time to time. These notices, guidelines, rules, policies and instructions will generally be notified to you via email, push notification(s) and/or publication on the Application, and/or such other method of notification as may be designated by AISG Labs, which you acknowledge shall be sufficient notice for the purpose of this Clause 11.6.1. Such notices, guidelines, rules, policies and instructions shall take effect from the date issued and/or amended by AISG Labs or such other date that AISG Labs may specify.

11.6.2 You must abide by all applicable laws, statutes, regulations, acceptable use policies of any connected computer networks, and any applicable Internet standards, in your issuance of the E-Vouchers.

11.6.3 AISG Labs is not a party to any arrangement between you and Customers in relation to the E-Vouchers. You shall be solely responsible and liable for fulfilling any benefits and/or privileges made available to Customers via the E-Vouchers issued by you. AISG Labs shall not be responsible or liable for the fulfilment of such benefits, privileges and/or E-Vouchers, nor for any Losses suffered by you, whether direct or indirect, arising out of or in connection with the E-Vouchers. AISG Labs does

not guarantee the availability, validity, or continued offering of any E-Vouchers or associated benefits, and shall not be responsible for any changes, suspension, or discontinuation thereof.

11.6.4 For the avoidance of doubt, you shall be solely responsible for addressing, and shall address, all communications, complaints and disputes from Customers in connection with the E-Vouchers, including initiating investigations, providing responses on the results of investigations, at all times in a reasonably prompt manner, and in accordance with any relevant requirements set out in these Application User Terms and/or the notices, guidelines, operating rules, policies and instructions issued by AISG Labs from time to time.

11.6.5 You agree and acknowledge that:

- (i) Without prejudice to any other rights which AISG Labs may have under these Application User Terms, AISG Labs is entitled to at any time and at its sole discretion, suspend, restrict, terminate or disable your issuance of the E-Vouchers entirely, and notwithstanding such suspension, restriction, termination, or disabling, you will remain liable to AISG Labs and other relevant persons (including Customers) for any liabilities incurred during the period of your issuance of the E-Vouchers;
- (ii) AISG Labs is entitled at any time and at its sole discretion to introduce, restrict, amend or otherwise vary the availability, functionality or technical parameters of the E-Vouchers on the Application and/or the Services, provided that you remain solely responsible for the underlying benefits and privileges associated with the E-Vouchers and their fulfilment;
- (iii) the E-Vouchers are issued by or on behalf of you, and may only be stored, accessed, and redeemed through the Application and/or the Services, including where such redemption is effected in connection with in-store or offline transactions facilitated by the Application or the Services. For the avoidance of doubt, E-Vouchers represent promotional benefits or entitlements only and are not intended to be, and shall not be understood, deemed, interpreted or construed to be or be representative of any kind of currency (including digital currency), legal tender, money, deposit, or any substitute therefor, notwithstanding that they may be applied to reduce the price of goods or services. E-Vouchers have no cash value and may not be withdrawn, exchanged for cash, or refunded, except as required by applicable law or as otherwise determined by you, and AISG Labs does not at any time hold, control or maintain any stored value in respect of such E-Vouchers;
- (iv) AISG Labs' decisions in relation to the operation of the Application and/or the Services and the technical aspects of the E-Vouchers shall be final and binding. You shall notify AISG Labs of any error, omission or inaccuracy in relation to your issuance of the E-Vouchers as soon as reasonably practicable;
- (v) you will ensure that any information or data you post on the Applications and/or the Services in connection with your issuance of the E-Vouchers is accurate and you agree to take sole responsibility for such information and data;
- (vi) other than as set out in this Clause 11.6 or such other terms and conditions as may be prescribed by or on behalf of AISG Labs, the E-Vouchers issued (and any purchase, ownership, receipt or possession thereof) carry no other rights, use, purpose, value, attributes, functionalities or features, and do not represent or confer any other ownership right or stake, share, security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to AISG Labs; and
- (vii) AISG Labs and its affiliates do not purport (whether through the E-Vouchers (as well as its subsequent iterations or versions) or otherwise) to operate any "payment service" (as such term is defined under the Payment Services Act 2019 of Singapore). Consequently, holders and users of the E-Vouchers (as well as their subsequent iterations or versions) will not be afforded the relevant protections set out in the Payment Services Act 2019 of Singapore and related subsidiary legislation,

regulations, circulars, notices, directions and guidelines, and for the avoidance of doubt, E-Vouchers are issued and controlled by you and do not constitute stored value maintained by AISG Labs.

12. MANAGING COMPLAINTS

12.1 In the event a Customer lodges a complaint with AISG Labs, or otherwise raises a dispute in relation to a Customer Order or your failure to provide or deliver any Products, AISG Labs may, in its sole discretion, escalate the matter to you. Upon such escalation, you shall investigate the matter and provide the Customer with a substantive response addressing the complaint or dispute as soon as reasonably practicable. For the avoidance of doubt, you remain solely responsible for resolving such complaints and disputes.

13. DISCLAIMERS

13.1 Content, applications, products and services from various sources, including other users of the Application and/or Services and any other third-party content providers, including websites or webpages owned, operated and/or maintained by any other third party (other than Merchants in respect of Merchant Content, which is governed by Clause 11 (Orders and Transactions)) ("**Third Party Content**"), may be included or provided (such as through hyperlinks) through the Application and/or the Services. Such inclusion or provision is not an endorsement by AISG Labs of any Content, applications, products and/or services from the aforementioned sources and AISG Labs does not accept responsibility for any such Content, applications, products and/or services. The access and/or use of any such Content, applications, products and/or services is entirely at your own risk.

13.2 Neither AISG Labs, its related corporations, third party providers, each of their officers, directors, employees, agents, independent contractors, successors or assigns, nor any of AISG Labs' Content providers, including any Third Party Content providers, shall be responsible or liable for any errors, delays or omissions in the Application and/or the Services or any part thereof, or for any actions taken in reliance thereon. AISG Labs is under no obligation to monitor or review Third Party Content through the Application and/or the Services, and assumes no responsibility or liability for any Losses arising from or in connection with any such Third Party Content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in any such content.

13.3 AISG Labs does not warrant or guarantee that your use of the Application and/or the Services will comply with any applicable laws or legal requirements, or that you shall obtain any specific use or results from the use of the Application and/or the Services. You are solely responsible for ensuring that your use of the Application and/or the Services complies with all applicable laws and regulations.

14. WARRANTIES

14.1 The Application and the Services, and the information and materials contained in or accessed through the Application and the Services, are provided "as is" and "as available" basis. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, IS GIVEN IN CONJUNCTION WITH THE APPLICATION AND/OR THE SERVICES OR ANY INFORMATION AND MATERIALS PROVIDED THROUGH THE APPLICATION AND/OR THE SERVICES. Without prejudice to the generality of the foregoing, AISG Labs does not warrant: (i) the truth, accuracy, timeliness,

adequacy, completeness or reasonableness of the Application and/or the Services and the information and materials contained in or accessed through the Application and/or the Services; (ii) that your use of and/or access to the Application and/or the Services, or the operation of the Application and/or the Services, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the information and materials contained in or accessed through the Application and/or the Services are free from errors or omissions; (iv) that the Application and/or the Services will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; and (v) that use of the Application and/or the Services by you will not infringe rights of third parties. In addition, AISG Labs makes no warranty regarding any transactions entered into via or in connection with the Applications and/or the Services.

14.2 Transmissions over the Internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. You acknowledge and agree that AISG Labs does not warrant the security of any information transmitted by you or to you through the Application and/or the Services, and you accept the risk that any information transmitted or received through the Application and/or the Services may be accessed by unauthorised third parties and/or disclosed by AISG Labs and/or its officers, employees or agents to third parties purporting to be you or purporting to act under your authority. You shall not hold AISG Labs or any of its directors, officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access and/or disclosure or for Losses (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access and/or disclosure.

14.3 You acknowledge and agree that AI Tools form part of the Application and/or the Services and are not Third Party Content. In respect of any AI Tools which may be provided for your use on the Application and/or the Services:

14.3.1 the AI Tools are provided on an “as is” and “as available” basis, and AISG Labs makes no warranties of any kind, whether express, implied or statutory, in relation to the AI Tools;

14.3.2 the output of such AI Tools may not always be truthful, accurate, relevant, up to date, appropriate, complete or justifiable;

14.3.3 AISG Labs does not warrant that using, sharing, publishing or otherwise making available such output will not infringe of any rights of third parties (including the Intellectual Property rights of third parties);

14.3.4 you shall evaluate the output of such AI Tools for truthfulness, accuracy, relevance, appropriateness, completeness and justifiability for your use case, including using human review as appropriate, before using, sharing, publishing or otherwise making available such output;

14.3.5 where the AI Tools provide output that reference any third party products or services, this does not constitute an endorsement of such third party products or services by AISG Labs nor any affiliation between AISG Labs and such third party;

14.3.6 you are solely responsible for the use, sharing, publication or otherwise making available of the output of such AI Tools, and such use, sharing, publication or otherwise making available such output shall be solely at your own risk. AISG Labs shall not be liable or responsible for any Losses suffered by or caused to you arising out of or in connection with your access, use or reliance, or the inability to access or use, the AI Tools and/or the output from the AI Tools; and

14.3.7 you shall indemnify and hold harmless the Indemnitees against all claims, actions, proceedings, loss, damage, penalties, costs (including legal costs on a full indemnity basis),

expenses and liabilities arising out of or in connection with your access, use or reliance, or the inability to access or use, the AI Tools and/or the output from the AI Tools.

14.3.8 The output of the AI Tools does not constitute legal, financial or other professional advice and should not be relied upon as such.

14.4 You warrant and represent that:

14.4.1 where you are an incorporated company:

- (i) you are a company duly organised and validly existing under the laws of its formation and have all corporate power and all material governmental licenses, authorisations, permits, consents and approvals required to carry on its business as now conducted
- (ii) the execution, delivery and performance by you of these Application User Terms: (a) are within your corporate powers and have been duly authorised by all necessary corporate action on your part, and these Application User Terms constitute a valid and binding agreement binding on you and enforceable against you in accordance with their terms; and (b) require no action by or in respect of, or filing with, any governmental body, agency or official; and

14.4.2 in all cases:

- (i) you have authority to grant the rights and licences granted under these Application User Terms, and there are no restrictions or constraints imposed by any third party or applicable law on your right and authority to access and/or use the Application and/or the Services;
- (ii) you shall comply with all laws, statutes and regulations applicable to or necessary for the performance of your obligations under these Application User Terms;
- (iii) your use of the Application and the Services will not violate any applicable laws, legal requirements or these Application User Terms;
- (iv) all information submitted by you to AISG Labs for the purposes of creating an Account and/or in the course of your use of the Application and/or the Services is truthful and accurate, and you will ensure that such information is kept up-to-date and accurate at all times.
- (v) your Products, Content and use of the Application and/or the Services do not infringe the rights of any third party.

15. DATA PRIVACY

15.1 You agree that all information and/or particulars sent or submitted by you through the Application and/or the Services is non-confidential and non-proprietary unless otherwise expressly indicated by you and may be used by us in accordance with our Privacy Policy. AISG Labs' Privacy Policy explains how AISG Labs treats your Personal Data when you access and/or use the Application and/or the Services. By accessing and using the Application and/or the Services, you agree that AISG Labs can collect, use and disclose any Personal Data you provide to AISG Labs in accordance with AISG Labs' Privacy Policy (which may be found [here](#) and as updated from time to time), including for the purposes of providing and operating the Application and/or the Services, and disclosing such Personal Data to AISG Lab's affiliates and third party service providers to enable or facilitate the provision of the Application and/or the Services and/or the products and/or services of its affiliates or third party service providers to you. AISG Labs processes such Personal Data in accordance with its role as set out in these Terms and the Privacy Policy.

15.2 You further consent to AISG Labs and its third-party service providers collecting data relating to you (including your Personal Data) for the purposes of helping AISG Labs understand the use(s) of the Application and/or the Services and improve and enhance the Application, the Services and/or Merchants' experience (including for the purposes of research and development, analytics, surveys and/or profiling). Such data may include your device's IP address, statistics about how you access

and/or use the Application and/or the Services and information provided through the use of “cookies”.

15.3 Certain products and/or services may be provided by a third party on a part of the Application and/or the Services, or via third-party websites or webpages to which you may be directed from the Application and/or the Services). You acknowledge that any submission of Personal Data via such part of the Application and/or the Services or such third-party’s website or webpage may be made directly to such third parties and not to AISG Labs, and AISG Labs shall not be responsible for the collection of such Personal Data, and AISG Labs shall not be responsible for the collection of such Personal Data. In effect, you would have left AISG Labs’ websites or webpages when you visit such parts of the Application and/or the Services or such third party’s website or webpage. You further acknowledge that any collection, use and/or disclosure of such Personal Data on such parts of the Application and/or the Services or such third-party’s website or webpage shall not be governed by AISG Labs’ Privacy Policy but by such third-party’s privacy policy. AISG Labs shall not be responsible for the privacy practices or policies of any third-party. You are encouraged to learn about the privacy practices or policies of such third parties.

15.4 In connection with your use of EPOS360, any Personal Data of your Customers that is collected, accessed or otherwise processed by AISG Labs on your behalf shall be processed in accordance with the Data Processing Addendum incorporated into these Application User Terms as Annex B, which forms an integral part of these Application User Terms and sets out the scope, nature, purpose and duration of such processing, as well as the respective rights and obligations of the parties in relation to such processing.

15.5 Without prejudice to your obligations under Clause 15.4, you shall comply with all applicable laws and regulations relating to the collection, use, storage, disclosure, transfer and other processing of Customers’ Personal Data. Without limitation, you shall:

15.5.1 Maintain and make available to Customers a privacy policy that complies with all applicable data protection laws; and

15.5.2 promptly respond to any Customer’s request to exercise his or her rights under applicable data protection laws.

15.6 You further warrant and represent that where any Personal Data of any individual, including but not limited to the Customers, is provided to AISG Labs, its affiliates and/or its third-party providers by you or on your behalf, you have:

(i) informed the relevant third-party individual that their Personal Data has been or will be disclosed to AISG Labs, its affiliates and/or its third-party providers;

(ii) informed the relevant third-party individual that such Personal Data will be collected, used, stored, disclosed, transferred or otherwise processed by AISG Labs, its affiliates and/or its third party providers in the manner and for the purposes as described in this Clause 15; and

(iii) obtained all necessary consents of the relevant third-party individual for the foregoing or otherwise established a valid legal basis for such disclosure and processing. Upon reasonable request from AISG Labs, you agree to provide to AISG Labs documentary evidence (including records) demonstrating compliance with this Clause 15.6.

16. CONFIDENTIALITY

16.1 You shall treat as confidential all Confidential Information and you agree that such Confidential Information shall be used only for the sole purpose of discussions concerning, and the undertaking of, the obligations set out in these Application User Terms and you shall:

16.1.1 not disclose such Confidential Information, whether directly or indirectly, to any third party without our prior written approval or save as otherwise permitted in these Application User Terms; and

16.1.2 only disclose the Confidential Information to those of your personnel and professional advisors on a "need to know" and confidential basis and provided that you shall ensure that the personnel and/or professional advisors having access to any Confidential Information are made aware of and subject to the obligations relating to confidentiality set out in this Clause.

16.2 Confidential Information does not include any information that you can reasonably demonstrate any of the following:

16.2.1 is required to be disclosed by law or a court of competent jurisdiction or pursuant to a binding order or direction of a fiscal authority or regulatory body (provided that in the event you are making such disclosure, you give to AISG Labs prompt written notice of the required disclosure and reasonable assistance in seeking a protective order or other appropriate relief);

16.2.2 was lawfully in your possession without an obligation restricting disclosure before disclosure by AISG Labs or is already in the public domain other than through a breach of these Application User Terms; or

16.2.3 was independently developed by you without use of or reference to AISG Labs' Confidential Information.

16.3 Your obligation under this Clause 16 shall survive the termination of these Application User Terms.

17. EXCLUSION OF LIABILITY AND INDEMNITY

17.1 AISG Labs, its related corporations, its third party service providers and each of their officers, directors, employees, agents, independent contractors, successors and assigns shall in no event nor for any reason whatsoever be liable, even if the relevant party has been advised of the possibility of such liability, for any Losses, including direct, indirect, incidental, consequential, exemplary or punitive Losses or damages, economic loss, or any claims for loss of profits or loss of use, howsoever arising, whether in contract, tort (including negligence), or otherwise, arising directly or indirectly from or in connection with:

17.1.1 any access, use or the inability to access or use the Application and/or the Services;

17.1.2 any system, server or connection failure, error, omission, interruption, delay in transmission, or computer virus or other malicious, destructive or corrupting code, agent, program or macro;

17.1.3 any use of or access to any other website or webpage provided through the Application and/or the Services;

17.1.4 any services, products, information, data, software, Content or other material obtained or downloaded through the Application and/or the Services, from any other website or webpage provided through the Application and/or the Services, from any other party referred through the Application and/or the Services, or through the use of the Application and/or the Services;

17.1.5 any use or misuse of the Application and/or the Services;

17.1.6 any reliance on the Application and/or the Services;

17.1.7 amendments to applicable Legal Requirements;

17.1.8 any activity on and/or Content and/or Merchant Advertisements transmitted through the Application and/or the Services, or any error, omission, falsehood, inaccuracy or any Prohibited Material being contained in any such activity or Content;

17.1.9 your Merchant Content;

17.1.10 any claim or complaint made by a Customer in connection with Products made available by you on the Application and/or the Services;

17.1.11 other circumstances not caused by a breach of the terms of these Application User Terms, by us, our affiliates or subcontractors;

17.1.12 any amounts due from any third parties (including Customers); and/or

17.1.13 damages arising in connection with the downloading or installation of, or the inability to download or install any thirdparty application required to access and/or use the Application and/or the Services, by you or other third party.

17.2 Without prejudice to Clause 17.1, AISG Labs' maximum liability for all claims, suits, demands, actions or other legal proceedings under, arising in connection with or relating to these Application User Terms (including in connection with the Application and/or the Services), whether based on an action or claim in contract, negligence, tort or otherwise (if any), shall in any event be the amount equivalent to the fees (if any) actually paid by the Merchant for the preceding six calendar months.

17.3 You hereby agree to indemnify and hold harmless and keep AISG Labs, its affiliates, subcontractors and Traffic Source Operators and its / their directors, officers, employees and agents ("**Indemnitees**") indemnified in full against all and any claims, actions, proceedings, loss, damage, penalties, costs (including legal costs on a full indemnity basis), expenses and liabilities of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by AISG Labs arising from or which is directly or indirectly related to:

17.3.1 your access to and/or use of the Application and/or the Services, and/or any other person or entity's use of the Application and/or the Services where such person or entity was able to access and/or use the Application and/or the Services by using your UserID and Password (where applicable);

17.3.2 any breach or non-observance of any of these Application User Terms and/or the Additional Terms by you or by any other person or entity where such person or entity was able to access and/or use the Application and/or the Services by using your UserID and Password (where applicable);

17.3.3 any breach of any applicable law by you;

17.3.4 your access and/or use of a third party's service, website, webpage, software, application, online or electronic platform;

17.3.5 any action, claim or demand which relates to any act or omission by you, or which relates to any transaction involving your activities under these Application User Terms or in connection with the Application and/or the Services;

17.3.6 any negligent act or omission, wilful default, misconduct, fraud, or unlawful act, by you;

17.3.7 any action, claim or demand which relates to Merchant Content, including any claim by any third party (including a Traffic Source Operator) that any Merchant Content infringes any Intellectual Property Rights and/or any other rights of whatever nature of any third party; and

17.3.8 any action, claim or demand by any third party against any of the Indemnitees arising from the circumstances specified in Clauses 17.3.1 to 17.3.7 above.

17.4 Without prejudice to the generality of the foregoing, AISG Labs shall not be liable for any Losses arising out of or in connection with any suspension, restriction or termination of your access to or use of the Application and/or the Services, whether or not such suspension, restriction or termination occurs in accordance with these Application User Terms.

18. INTELLECTUAL PROPERTY AND CONTENT TRANSMITTED VIA THE APPLICATION

18.1 All Intellectual Property Rights in and to the Application and the Services, and the contents of the Application and the Services (including, but not limited to, all design, text, sound recordings,

images, or links), are owned, licensed to, or controlled by AISG Labs, AISG Labs' licensors or service providers, unless otherwise indicated. As such, they may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked, or otherwise used in whole or in part in any manner without the prior written consent of AISG Labs. Save and except with AISG Labs' prior written consent, you shall not insert a hyperlink to the Application and/or the Services or any part thereof on any other website or "mirror" or frame the Application and/or the Services, any part thereof, or any information or materials contained in the Application and/or the Services on any other server, website or webpage, and you shall not establish and/or maintain, on any website or webpage, any in-links, frame-links and/or any other type of hyperlinks to the Application and/or the Services or any part thereof (including without limitation any webpages, images, video, audio, graphics, text, code, program and/or any other material on the Application and/or the Services).

18.2 You may access the Application and/or the Services provided that AISG Labs or the relevant copyright owners retain all copyright and other proprietary notices contained on the content and materials on the Application and/or the Services. The trademarks, logos, and service marks (collectively the "**Trademarks**") displayed on the Application and/or the Services are registered and unregistered Trademarks of AISG Labs and where applicable, other third-party proprietors identified on the Application and/or the Services. No right or licence is given to any party accessing and/or using the Application and/or the Services to download, reproduce or use any such Trademarks. Your access to the Application and/or the Services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use (including as a meta tag or as a "hot" link to any other website) any trade marks, logos or service marks appearing on the Application and/or the Services without the prior written consent of AISG Labs or the relevant third party proprietor thereof. Save and except with AISG Labs' prior written consent, no such trade mark, logo or service mark may be used as a hyperlink or to mark any hyperlink to any AISG Labs site or any other site.

18.3 You warrant and represent that you have the right and authority to submit your Merchant Content and that your Merchant Content or any part thereof does not infringe the Intellectual Property Rights or any other rights of any third party, nor does it violate any applicable laws, regulations or statutes. You agree and acknowledge that your Merchant Content may be treated as non-confidential, subject to AISG Labs' obligations under applicable law and Clause 15 (Data Privacy). You hereby grant to AISG Labs, its affiliates and its service providers a non-exclusive, worldwide, royalty-free, sub-licensable, perpetual, irrevocable licence (or sub-licence) of the copyright and intellectual property rights in such Content for the purposes of operating, providing, maintaining, improving and promoting the Application and/or the Services, including the hosting, copying, transmission, distribution, use, reproduction, and publication thereof, unless restricted by applicable law. You acknowledge that AISG Labs and its related corporations, directors, officers, employees, contractors and agents shall not be subject to any confidentiality obligations in respect of any such information and/or particulars except where required by applicable law or expressly agreed in a separate written agreement between you and AISG Labs, and you agree that AISG Labs and its related corporations, directors, officers, employees, contractors and agents may, and you hereby authorise each of them to, use and disclose such information to its affiliates, service providers and other persons as reasonably required for the purposes of providing the Application and/or the Services, in connection with your use of the Application and/or the Services. For the avoidance of doubt, this Clause 18.3 shall survive the termination of these Application User Terms.

19. TERMINATION AND SUSPENSION

19.1 Termination or suspension by AISG Labs: AISG Labs may, at its sole discretion, at any time and with or without notice, suspend, restrict or terminate your right to access and/or use the Application and/or the Services (or any part thereof), invalidate your UserID, and/or disable your access to the Application and/or the Services, for any reason whatsoever, including without limitation where:

- (i) you breach any provision of these Application User Terms or any applicable Application Policies;
- (ii) you fail to pay any Service Charges in accordance with Clause 5 (Payments, Subscriptions, Billing and No Refund) (including after any applicable grace period or suspension for non-payment);
- (iii) such action is required to comply with applicable laws or regulations; or
- (iv) AISG Labs determines that your use of the Application and/or the Services poses a risk to the Application, the Services, other users or third parties.

Any such suspension, restriction or termination shall be subject to Clause 17 (Exclusion Of Liability And Indemnity).

19.2 Termination by you: You may terminate your use of the Application and/or the Services at any time by ceasing use and, where applicable, cancelling your Subscription Plan in accordance with Clause 5 (Payments, Subscriptions, Billing and No Refund). Where you are on a Subscription Plan, such termination shall take effect at the end of the then-current billing period unless otherwise specified.

19.3 Suspension of Access: Without prejudice to Clause 19.1, AISG Labs may suspend or restrict your access to the Application and/or the Services without terminating these Application User Terms, including for maintenance, security, investigation purposes or non-payment of Service Charges. Such suspension or restriction shall not constitute a breach of these Application User Terms and shall be subject to Clause 17 (Exclusion Of Liability And Indemnity).

19.4 Effect of Termination: Upon any termination of your right to access and/or use the Application and/or the Services:

- (i) all rights and licences granted to you under these Application User Terms shall immediately cease;
- (ii) you shall immediately cease all access to and use of the Application and/or the Services; and
- (iii) AISG Labs may disable or delete your account and any associated data, subject to applicable laws and its data retention policies.

19.5 Outstanding Payments: Termination or suspension shall not affect any accrued rights or obligations. Without limitation:

- (i) all outstanding Service Charges and other amounts due and payable by you shall become immediately due and payable; and
- (ii) you shall not be entitled to any refund of any Service Charges, except as required by applicable law.

19.6 Reactivation: Where your access to the Application and/or the Services has been suspended (including due to non-payment), AISG Labs may, at its discretion, restore such access upon the resolution of the relevant issue, including full settlement of any outstanding Service Charges, subject to such conditions as AISG Labs may determine.

19.7 Accrual Rights and Survival: Without prejudice to the foregoing, any termination of these Application User Terms shall not affect any of AISG Labs' rights accrued prior to termination and any of your obligations under any provisions of these Application User Terms which are intended to survive termination, nor shall it affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

20. AMENDMENTS TO TERMS OF USE

20.1 You acknowledge and agree that AISG Labs may impose such further terms and conditions and make such amendments to these Application User Terms as AISG Labs may in its sole discretion deem fit from time to time. Upon the imposition of any amendment in the terms and conditions of these Application User Terms, AISG Labs will notify you via email, push notification(s) and/or publication on the Application and/or such other method of notification as may be designated by AISG Labs, specifying a date on and as from which such amendment or terms and conditions shall take effect. You agree that any notification of amendments to these Application User Terms as aforementioned shall be sufficient notice for the purpose of this Clause 20.1.

20.2 Without prejudice to Clause 20.1, any notification of amendments made in accordance with Clause 20.1 shall be deemed valid and sufficient if given in accordance with Clause 21.1. You are responsible for keeping your contact details up to date and for regularly reviewing notifications and updates made available via the Application and/or your email. Continued use of the Application and/or Services after the effective date of any amendments constitutes acceptance of such amendments.

20.3 If you do not agree to be bound by the amendments, you must cease all access and/or use of the Application and the Services. You further agree that if you continue to use and/or access the Application and/or the Services after being notified of such amendments to these Application User Terms, such use and/or access shall constitute your: (i) acknowledgement of these Application User Terms and their amendments; and (ii) agreement to abide by and be bound by these Application User Terms and its amendments.

21. NOTICES

21.1 Save as otherwise set out in these Application User Terms, any notice or other communication in connection with these Application User Terms:

- (i) may be given personally, by post, facsimile or electronically if sent to the address or facsimile number then most recently notified by the recipient to the sender;
- (ii) if given personally, will be deemed to have been received upon delivery;
- (iii) by post, will be deemed to have been received on the second day following posting;
- (iv) if given by facsimile, will be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (v) (a) if given by AISG Labs to you electronically, will be deemed to have been received upon delivery (and a delivery report received by AISG Labs will be conclusive evidence of delivery even if the communication is not opened by you); and (b) if given to AISG Labs electronically, will be deemed to have been received upon being opened by us.

22. FORCE MAJEURE

22.1 AISG Labs shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations or in the operation of the Application and/or the Services if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures or power supply problems, acts or defaults of any telecommunications network operator or carriers, Internet or network related problems, problems with the services rendered by third party vendors or service providers and the acts or a party for whom AISG Labs is not responsible for).

23. GENERAL

23.1 These Application User Terms shall be governed by, and construed in accordance with, the laws of Singapore.

23.2 Nothing in these Application User Terms shall be construed as a representation by AISG Labs that the Application and/or the Services, or any information or materials contained in or accessed through them, are appropriate, available, or compliant for use in any particular jurisdiction. You are responsible for ensuring that your access to and use of the Application and/or the Services complies with all applicable laws and regulations in your jurisdiction.

23.3 Any dispute arising out of or in connection with these Application User Terms, including any question as to the validity, existence or termination of this Agreement shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause 23.3. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of Arbitration of the SIAC. The language of the arbitration shall be English.

23.4 You shall not assign, transfer, novate or otherwise deal with your rights under these Application User Terms, or part thereof, without AISG Labs’ prior written consent. These Application User Terms and all the rights and obligations of AISG Labs under it may be assigned, transferred, novated or otherwise dealt with by AISG Labs to any third party nominated by AISG Labs without your consent or approval and will inure to the benefit of AISG Labs’ successors and assigns. You undertake to do all things and execute all documents necessary to facilitate such assignment, transfer, novation or dealing.

23.5 AISG Labs reserves the right to delegate or sub-contract the performance of any of its functions in connection with the Application and/or the Services and reserves the right to use any service providers, subcontractors and/or agents on such terms as AISG Labs deems appropriate.

23.6 These Application User Terms will bind you and AISG Labs and AISG Labs’ respective successors in title and assigns. These Application User Terms will continue to bind you notwithstanding any change in AISG Labs’ name or constitution or AISG Labs’ merger, consolidation, or amalgamation with or into any other entity (in which case these Application User Terms will bind you to AISG Labs’ successor entity).

23.7 If any provision of these Application User Terms is held to be invalid, illegal, or unenforceable (whether in whole or in part), such provision shall be struck and severed from these Application User Terms and the remaining provisions of these Application User Terms shall not be affected thereby.

23.8 Neither the failure to exercise nor the delay in exercise by AISG Labs of any of AISG Labs’ rights, powers and privileges under these Application User Terms shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or any other right, power, or privilege. Such failure or delay shall not affect AISG Labs’ right to enforce its rights under these Application User Terms.

23.9 You acknowledge and agree that AISG Labs’ records, including any records of the communications, transactions, instructions or operations made or performed, processed or effected through the Application and/or the Services by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, or any record of communications, transactions, instructions or operations relating to the operation of the Application and/or the Services and any record of any communications, transactions, instructions or operations maintained by AISG Labs or by any relevant person authorised by AISG Labs relating to or connected with the Application and/or the Services shall, in the absence of manifest error, be binding on you

for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations. You further acknowledge and agree that, save for matters relating to the relationship between you and Customers (including any complaints, disputes, fulfilment of benefits or Products, and customer-facing obligations, for which you remain solely responsible), AISG Labs' decisions on all matters relating to or arising from the operation, availability, functionality, access to and use of the Application and/or the Services shall be at its sole discretion and shall be final and binding.

23.10 Except as expressly provided in these Application User Terms, no person or entity who is not a party to these Application User Terms shall have any right under the Contracts (Rights of Third Parties) Act 2001 of Singapore or any equivalent legislation in any jurisdiction to enforce any term of these Application User Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Application User Terms.

Annex A
Additional Terms

Annex A-1: Terms and conditions for distribution of online store

This section provides the applicable terms and conditions that relate to you if you apply for AISG Labs and/or its affiliates to facilitate the distribution of your online store in various channels, including Third Party Platforms or Traffic Sources.

1. Distribution to Third Party Platforms and Traffic Sources

We may provide you with the relevant technical services and coordination support services to:

- (i) facilitate the distribution of your online store to be published and made accessible on your accounts on other Third Party Platforms such as Google Business Account; and/or
- (ii) facilitate or enable your online store in mini-program format to be made available to the relevant Traffic Source Operators to review and approve your online store for publication on their Traffic Sources and made accessible to their end users.

2. Your Obligations

You agree that you shall:

- (i) follow the Application Policies and any other prescribed instructions set out in the Application and/or Services, including, in the case of publication in mini-program, registration of an account on the mini program development platform and the further instructions set out therein;
- (ii) monitor, manage and configure your online store in accordance with this Agreement, the Application Policies and applicable laws;
- (iii) enter into and at all times comply with any terms and conditions, guidelines and policies required by the Third Party Platforms and/or Traffic Source Operators in relation to the publishing of your online store, including any Third Party Terms; and
- (iv) use the prescribed communication channels or otherwise establish a communication channel with the Third-Party Platforms and/or Traffic Source Operators who have published your online store, to obtain service support and manage complaints and enquiries (including such complaints and enquiries from Customers).

3. Removal of Online Store from Distribution

If you wish to remove your online store from distribution, you shall provide us with written notice at least sixty (60) days (or such other time frame which we may specify in the Application Policies) prior to the proposed date of removal. You acknowledge and agree that such removal will cause the discontinuation and removal of your online store on the Third Party Platforms and/or Traffic Sources. You shall comply with all instructions issued by us for the removal process of your online store and such other requirements as may be required by the Third Party Platforms and/or Traffic Source Operators, including notification requirements and other exit procedures.

4. Approval of Online Stores

4.1. When you request for, and we agree to, facilitate the distribution of your online store, we shall have the right but not the obligation to review such online store to ensure you comply with applicable laws, the terms and conditions (including this Agreement), guidelines and policies set out by us, the Third Party Platform and/or the Traffic Source (including the Application Policies and any Third Party Terms). If we conduct a review of your online store, you shall provide all information as may be reasonably required by us to review your online store.

4.2. We may reject publishing or facilitating the distributing of your online store if, in our sole discretion, it does not comply with such terms and conditions, guidelines or policies set out by us, the Third Party Platform and/or the Traffic Source (including the Application Policies and any Third Party Terms). Nothing in this Agreement shall oblige us or any Third Party Platform or Traffic Source Operator, to make available any online store on any Third Party Platform or Traffic Source.

4.3. At any time after your online store has been reviewed and approved by us for launch or distribution, we, the Third Party Platform and/or the Traffic Source Operators remain entitled to examine or re-examine your online store from time to time to monitor your compliance with the relevant terms and conditions, guidelines and policies (including the Application Policies and any Third Party Terms).

4.4. No review or approval of your online store by us shall constitute an endorsement, representation or warranty by us of your online store, including but not limited to whether your online store satisfies any applicable laws or the terms and conditions, guidelines and policies set out by us, the Third Party Platform, and/or the Traffic Source (including the Application Policies and any Third Party Terms), and no such review or approval shall make us otherwise liable with respect thereto. You shall be solely responsible and liable for any claims by Customers and other third parties relating to your online store, any Merchant Content therein, and any Products which you make available to Customers on your online store.

Annex B
Data Processing Appendix

1. Definitions

1.1. In this Data Processing Appendix (“**DPA**”), the following terms shall have the meanings assigned to them below:

- (i) “Controller Personal Data” shall mean Customer personal data provided or disclosed to us by you, or collected by us based on your instructions, for the purposes of the Application User Terms;
- (ii) “controller”, “data subject”, “personal data”, “data processor”, and “sensitive personal data”, shall each have the meanings ascribed to them or to their correlative terms in the applicable privacy laws;
- (iii) “data breach” shall mean unauthorised or unlawful loss, access, collection, use, disclosure, copying, modification or disposal of personal data; and
- (iv) “process” shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.2. In the event that any of the definitions in this DPA are inconsistent with the definitions for similar terms or concepts under the relevant applicable privacy law, then the definition given to such similar term or concept under the relevant applicable privacy law shall prevail to the extent of the inconsistency.

2. Obligations of the Controller and Processor

2.1. Parties hereby acknowledge and agree that in relation to the Controller Personal Data, you act as the data controller and we act as your data processor. We shall process the Controller Personal Data in accordance with your instructions unless prohibited by applicable laws. You shall be responsible and liable for the instructions you provide to AISG Labs.

2.2. We shall:

- (i) collect, use, disclose and/or process the Controller Personal Data only for the purposes of the Application User Terms, and in compliance with the applicable privacy laws;
- (ii) implement reasonable and appropriate security measures to protect the Controller Personal Data from a data breach, in compliance with the applicable privacy laws;
- (iii) without undue delay, after having become aware that a data breach has or may have occurred with respect to any Controller Personal Data that we have received from or that we collect on behalf of you, notify you in writing of the occurrence of such data breach;
- (iv) ensure that an obligation of confidentiality is imposed on persons authorised to process the Controller Personal Data;
- (v) assist you, by appropriate technical and organizational measures and, to the extent possible, to fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights;
- (vi) assist you in ensuring compliance with applicable privacy laws, taking into account the nature of processing and the information available to us;
- (vii) make available to you only the information necessary to demonstrate compliance with the obligations under the applicable privacy laws, and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you; and
- (viii) immediately inform you if, in our opinion, your instruction in relation to the Controller Personal Data infringes applicable privacy laws.

2.3. You shall bear sole responsibility for ensuring that personal data processed through EPOS360 is processed in compliance with all applicable privacy laws, including without limitation:

(i) ensuring that you have a lawful basis and/or have obtained all necessary consents from the relevant data subjects in order: (a) to provide, disclose or transfer the Controller Personal Data to us; and (b) for us to collect, use, disclose and process the Controller Personal Data, for the purposes of the Application User Terms;

(ii) notifying relevant data subjects of your privacy policy, which shall be compliant with all applicable privacy laws;

(iii) providing sufficient notice to relevant data subjects of the types of personal data that will be collected and for what purpose(s), and refrain from collecting personal data that is not necessary for such purposes; and

(iv) promptly responding to a data subject's request to exercise rights over personal data that he/she may be entitled to, as may be required by and in accordance with the applicable privacy laws.

2.4. You shall take reasonable steps to ensure that the Controller Personal Data are accurate and complete for the purposes of our processing.

3. Sub-processors

3.1. You acknowledge and agree that we may subcontract third party(ies) from any jurisdiction to process the Controller Personal Data for the purposes of the Application User Terms ("**sub-processor**"), and consequently, to transfer the Controller Personal Data to such sub-processor(s). We will ensure that the sub-processor(s) protect the Controller Personal Data received from us in accordance with clause 2.2(b) of this DPA.

4. Data Retention

4.1. We will cease to retain the Controller Personal Data, or remove the means by which the Controller Personal Data can be associated with data subjects, as soon as reasonably practicable upon your request, except for such Controller Personal Data which we are required by applicable law or regulations to retain.

5. Data Subject Rights

5.1. In the event that AISG Labs receives a request from a data subject seeking to exercise rights over personal data that he/she may be entitled to under the applicable privacy laws, and the relevant personal data forms part of the Controller Personal Data, AISG Labs shall promptly notify the Merchant of such request.

5.2. AISG Labs shall not be liable for any inability to perform any obligations in the Application User Terms where such inability arose from a data subject withdrawing his/her consent or exercising his/her rights under the applicable privacy laws.