

NETSBiz Mobile Application

TERMS AND CONDITIONS OF NETSBIZ FOR ALL USERS

These terms and conditions ("**Terms and Conditions**"), as may be amended, supplemented or replaced from time to time, apply to and govern your use of the NETSBiz Application and the NETSBiz Services. Please read these Terms and Conditions carefully before you start using the NETSBiz Application and/or the NETSBiz Services. By clicking "I Accept", you are agreeing to these Terms and Conditions and shall be bound by these Terms and Conditions.

The "**NETSBiz Application**" is a mobile application that enables Users to be notified when payments are made by Customers for goods and services sold by the Users via an Approved Bank application that uses QR Payments.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT START USING THE NETSBIZ APPLICATION.

These Terms and Conditions form a legally binding agreement between (i) NETS or "we" or "us" and (ii) the person who is using, or attempting to use, this NETSBiz Application ("**User**" or "**you**" or "**your**") with respect to the User's use of the NETSBiz Application, and any functionalities, services or features offered via or in connection with the NETSBiz Application (collectively, "**NETSBiz Services**").

NETS may amend, supplement or replace, any of these Terms and Conditions at any time at its sole and absolute discretion. NETS will provide notice of such changes by posting the amended, supplemented or replacement Terms and Conditions ("**Revised Terms and Conditions**") on the NETSBiz Application, or by notifying the User by such other means as NETS may, in its sole and absolute discretion, deem fit. The Revised Terms and Conditions shall take effect from such date as NETS shall stipulate or in the absence of express stipulation immediately upon notice being given, without the need for any further consent or agreement by any User. The User acknowledges and agrees that it is responsible for reviewing these Terms and Conditions as posted on the NETSBiz Application regularly, and its continued use of the NETSBiz Application after the effective date of any Revised Terms and Conditions shall constitute its agreement to be bound by such Revised Terms and Conditions. If you do not accept any such amendments, you must discontinue accessing and/or using the NETSBiz Application and instruct us to close your NETSBiz Account (as defined in Clause 1.1 below).

NETS may from time to time, without giving any prior reason or notice, upgrade, modify, alter, suspend, discontinue the provision of, or remove, whether in whole or in part, the NETSBiz Services, and we shall not thereby be liable to you or any third party.

1. DEFINITIONS

1.1 The following expressions shall have the meanings set out opposite them:

"Apple"	Has the meaning given to it in Clause 28.1.
"Applicable Law"	Any applicable national, federal, supranational, state, regional, provincial, local or other statute, law, ordinance, regulation, rule, code, guidance, order, published practice or concession, regulatory requirement, judgment or decision of a Governmental Authority and, for the avoidance of doubt, includes all requirements, regulations, notices, directions, guidelines, codes, practice notes, circulars, policy statements, guidance, examples, waivers and other similar materials published or otherwise made by the MAS and/or the PDPC from time to time, and any rules, regulations, guidance and approach document of any other Governmental Authority in Singapore.
"Approved Bank"	DBS Bank Ltd (DBS), Oversea-Chinese Banking Corporation Limited (OCBC), United Overseas Bank Limited (UOB), and any other bank approved by NETS in NETS' sole discretion.
"Business Owner"	A User who has registered a NETSBiz Account with NETS and has access to payment notifications of all the TIDs.
"Claim"	Any claim, action, application, demand, proceeding, threat or any other analogous claim.
"Customer"	Your customer who pays for goods and services via QR Payment using a Customer Device enabled to use a payment system enabled or supported by NETS such as, but not limited to, an Approved Bank application that uses QR Payments.
"Customer Device"	Any mobile device used by a Customer which pays via QR Payment.
"Enabled Device"	A compatible mobile communication or other device successfully registered by the User for use in connection with the NETSBiz Application.
"Erroneous Transaction"	Has the meaning given to it in Clause 7.2(b).
"Force Majeure Event"	Has the meaning given to it in Clause 14.1.

"Governmental Authority"	Any regulatory authority and any national, federal, supranational, state, regional, provincial, local or other government, government department, ministry, governmental or administrative authority, regulator, agency, commission, secretary of state, minister, court, tribunal, judicial body or arbitral body or any other person exercising judicial, executive, interpretative, enforcement, regulatory, investigative, fiscal, taxing or legislative powers or authority anywhere in the world with competent jurisdiction (including, without limitation, the MAS and/or the PDPC).
"Indemnified NETS Persons"	The NETS Group and its directors, officers, partners, employees, agents, advisers, consultants, permitted assigns and representatives.
"Instructions"	All information, instructions, communications, orders or messages (including those relating to transactions on the NETSBiz Application) referable to the User.
"Intellectual Property Rights" or "IPR"	Means throughout the world and for the duration of the rights: (a) patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, trade secrets, inventions, know-how, confidential, business, scientific, technical or product information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect; (b) any other rights resulting from intellectual activity in the cybersecurity, commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; (c) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a) above; (d) rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (c) which now or in the future may subsist; and (e) the right to sue for infringements of any of the foregoing rights.
"Loss"	Any and all losses (including any indirect, special, or consequential losses or loss of profit), settlement sums, costs, damages, Claims, demands, actions, judgments, proceedings, penalties, fines, charges, fees, expenses of whatsoever nature (including but not limited to all legal costs or attorney's fees on a full indemnity basis) and other liabilities, whether foreseeable or not, incurred by a person.
"Manager"	A User added by the Business Owner to a particular NETSBiz Account and is given payment notification access to all the TIDs, as well as the ability to add Workers (but not other Managers) to the same NETSBiz Account.
"MAS"	Means the Monetary Authority of Singapore.

"Minimum Terms"	Has the meaning given to it in Clause 28.1.
"Mitigation Measure"	Has the meaning given to it in Clause 15.1.
"NETS"	Network for Electronic Transfers (Singapore) Pte Ltd, a company incorporated in the Republic of Singapore and having its registered office at 351 Braddell Road #01-03 Singapore 579713, and its successor-in-title.
"NETSBiz Account"	The account registered in the name of a Business Owner on the NETSBiz Application.
"NETSBiz Application"	Has the meaning given to it in the preamble.
"NETSBiz Application IPR"	Has the meaning given to it in Clause 5.2.
"NETSBiz Services"	Has the meaning given to it in the preamble.
"NETSBiz System"	The computerised systems owned, operated and managed by NETS under which, inter alia, the NETSBiz Services may be effected by a User using the NETSBiz Application.
"NETS Group"	NETS and its related corporations (as defined in Section 6 of the Companies Act 1967).
"NETS Data Protection Policy"	The NETS Data Protection Policy accessible at: https://www.nets.com.sg/policies/data-protection or via other means as NETS may designate from time to time.
"NETS' Website"	The website accessible at www.nets.com.sg .
"Notifications"	Include, but are not limited to, "push notifications" and short messaging service notifications made to a User's Enabled Device.

"personal data"	Means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which the organisation has or is likely to have access.
"PDPC"	Means the Personal Data Protection Commission of Singapore.
"Processing"	(and its cognates) in relation to personal data, means the carrying out of any operation or set of operations in relation to the personal data, and includes any of the following: (a) recording; (b) holding; (c) organisation, adaptation or alteration; (d) retrieval; (e) combination; (f) transmission; (g) erasure or destruction.
"QR Payment"	A payment method involving the use of Quick Response (" QR ") codes where a QR code is generated or used as a means to authenticate and facilitate payment for goods and/or services.
"QR Payments Services"	Has the meaning given to it in Clause 2.1(b).
"QR Payments Provider"	Has the meaning given to it in Clause 2.1(b).
"Revised Terms and Conditions"	Has the meaning given to it in the preamble.
"Terminals"	The terminals designated by NETS for processing payment transactions via QR Payment, as may from time to time be determined by NETS in its sole and absolute discretion.
"Terms and Conditions"	Has the meaning given to it in the preamble.
"Third Party Sites"	Has the meaning given to it in Clause 10.1.
"Third Party Software"	means any app(s), program(s), or other software which provides functionality through interfacing and/or interoperating with the NETSBiz Application.
"TID"	A Terminal identification code which is included as part of the User Credentials.
"Trade Marks"	Has the meaning given to it in Clause 5.1.

"Transaction History"	Has the meaning given to it in Clause 7.2(b).
"User" or "You" or "Your"	Has the meaning given to it in the preamble.
"User Credentials"	In respect of the NETSBiz Application, any User identification code, security credentials (including passwords, device passwords), and other means applied in the course of the use of the NETSBiz Application to authenticate your actions on the NETSBiz Application (including but not limited to, where applicable, the use of one-time-passwords sent via SMS or other means as NETS may determine in its sole and absolute discretion).
"Worker"	A User added by either the Business Owner or a Manager to a particular NETSBiz Account to have access to the payment notifications associated with a particular TID, but who is not able to add any other User to the NETSBiz Account.

1.2 In these Terms and Conditions, unless expressly stated otherwise or unless the context requires otherwise, the following shall apply:

- (a) clause headings are inserted for convenience of reference only and shall not affect the interpretation of these Terms and Conditions;
- (b) in these Terms and Conditions, references to Clauses are to be construed as references to the clauses of these Terms and Conditions;
- (c) any agreement or document including these Terms and Conditions shall include such agreement or document as from time to time may be amended, modified, varied, novated, supplemented or replaced;
- (d) words importing the singular shall include the plural and *vice versa*;
- (e) words importing a specific gender shall include the other genders (male, female or neuter);
- (f) a reference to a "person" shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that "person" may sometimes be used herein in conjunction

with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning;

- (g) any statute or statutory provision includes:
 - (i) that statute or statutory provision as from time to time modified, re-enacted or consolidated; and
 - (ii) any subsidiary legislation or regulations made from time to time under that statute or statutory provision;
- (h) a reference to "written" or "in writing" shall be construed as including references to printing, lithography, photography and other modes of the representing or reproducing words in a visible font;
- (i) "day", "month" or "year" is a reference to a day, month or year respectively in the Gregorian calendar;
- (j) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (k) a reference to an obligation includes a warranty or representation, and a reference to a failure to perform an obligation includes a breach of warranty or representation;
- (l) words denoting an obligation on a party to any act, matter or thing, include an obligation to procure that to be done, and words placing a party under a restriction, include an obligation not to permit infringement, default or breach of the restriction;
- (m) all references to any exercise of discretion or judgment by us, the making of a determination or designation by us, the application of our discretion or opinion, the granting or withholding of our consent or approval, the consideration by us of whether any matter or thing is satisfactory or acceptable, or as to its quality, or any decision to be made on our part, shall be at our sole and absolute opinion and discretion, and shall be final and conclusive and binding on you;
- (n) the use of the words "including" or "including without limitation" followed by one (1) or more examples is intended to be illustrative and shall not be construed restrictively to limit the scope or extent of the description or term in respect of which the examples are provided; and
- (o) references to "\$", "S\$" or "SGD" are to Singapore Dollars.

1.3 Unless expressly stated otherwise herein, if there is any conflict or inconsistency between these Terms and Conditions and other terms and conditions specifically in respect of your use of the NETSBiz Application and the NETSBiz Services, these Terms and Conditions will prevail.

2. THE NETSBIZ APPLICATION & NETSBIZ SERVICES

2.1 You agree and acknowledge that:

- (a) whilst the NETSBiz Application and the NETSBiz Services are provided by NETS, the NETSBiz Application is not a point-of-sale system, and the NETSBiz Services are not payment services;
- (b) any payment service used by a Customer which uses QR Payments ("**QR Payments Services**") may be provided by an Approved Bank or a third-party payment service provider (each a "**QR Payments Provider**");
- (c) any payment confirmation issued under the NETSBiz Application is dependent on the payment service used by the Customer and the payment service provider you use to operate any account or facility to collect payment from the Customer (including, where relevant, any Approved Bank under any account you may be using to collect payments from Customers);
- (d) any other services provided by NETS will be subject to separate agreements and/or terms and conditions; and
- (e) NETS undertakes no liability and is not a party to the contract for payment for the goods and services between you and the Customer.

2.2 You further agree and acknowledge that:

- (a) it is your sole responsibility to ensure that the correct QR Payments Provider is selected on the NETSBiz Application in connection with the relevant QR Payments Services;
- (b) the fullest extent of NETS' obligations in connection with any such QR Payments Provider is to only facilitate the making available of such QR Payments Provider's QR Payments Services to you on a pass-through basis, "as is", "as available" and "as received" by NETS. Any such QR Payments Services is the sole responsibility of the relevant QR Payments Provider, and is provided by such QR Payments Provider as principal. NETS neither owns nor operates such QR Payments Services and NETS has no obligations in respect of the relevant QR Payments Provider's due performance;
- (c) you shall be bound by the prevailing terms and conditions, instructions, procedures and directions as NETS and/or the relevant QR Payments Provider may from time to time specify to you. Without limiting the generality of the foregoing, your selection of any QR Payments Provider and the corresponding QR Payments Services of the QR Payments Provider are subject to: (i) availability and location serviceability from time to time; (ii) these Terms and Conditions; and (iii) any additional terms and conditions as NETS and/or the relevant QR Payments Provider may specify to you; and

- (d) NETS expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from, the access to or use of any QR Payments Provider, any security measures, security features and/or measures of any QR Payments Services, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description. NETS does not represent or warrant that: (i) any QR Payments Services will meet your requirements; (ii) any QR Payments Services will always be available, accessible, function or interoperate with any network infrastructure, system or such other services as NETS may offer from time to time; and/or (iii) your and/or any Customer's use of any of QR Payments Services will be uninterrupted, timely, secure or free of any malware or error.

2.3 You agree and acknowledge that any fees charged to you for the download and use of the NETSBiz Application and the NETSBiz Services and any and all exclusions and liabilities as apportioned under these Terms and Conditions constitute a fair and reasonable agreement.

2.4 For the avoidance of doubt, none of the Approved Banks own, operate and manage the NETSBiz Application or the NETSBiz System.

3. ACTIVATION OF THE NETSBIZ APPLICATION

3.1 In order to activate the NETSBiz Application, you must be a Business Owner and register as a User of the NETSBiz Application. You must provide us with your mobile number and email address as part of the registration. You shall ensure that your mobile number and email address provided to us are valid and accurate. You acknowledge and agree that as a condition for you to access, download and use the NETSBiz Application, you are required to be bound by these Terms and Conditions.

3.2 You represent and warrant to NETS (i) upon registering as a User of the NETSBiz Application; and (ii) on an on-going and continuous basis, that:

- (a) you are at least 18 years of age based on year of birth, and where you are not at least 18 years of age based on year of birth, you have obtained the consent of your parent / legal guardian for your access, download and use of the NETSBiz Application in accordance with these Terms and Conditions;
- (b) you have a valid Singapore mobile / telephone number;
- (c) you are the authorised user of the Enabled Device, or you have obtained all relevant consents for your use of the Enabled Device;
- (d) any mobile / telephone number you provide for the purposes of your activation and use of the NETSBiz Application is the business contact telephone number relevant to your business; and

- (e) any and all personal data provided to us is valid and accurate throughout the duration of these Terms and Conditions and you shall not impersonate anyone, falsify information, and/or misrepresent any information provided to us; and
- (f) you are authorised under Applicable Laws to provide us with any personal data that you disclose to us.

3.3 In addition, in using, accessing, and/or activating the NETSBiz Application, you further agree and acknowledge that:

- (a) you shall provide any such information and comply with such procedures as we may specify from time to time, including providing certain personal data or documents, transaction notification Instructions, and/or creating unique credentials to access and/or use the NETSBiz Application. You shall also inform and update us promptly and without delay if any of the information, document or material that you have provided to us has changed;
- (b) you shall adopt all security measures and abide by all directives, guidelines, practices and standards as notified by NETS from time to time, including without limitation such security measures relating to the use, issuance, generation and revocation of passwords, personal identification numbers, digital keys and/or digital certificates, and the installation and/or use of software, hardware and/or equipment and procedures and obligations relating to encryption and digital authentication;
- (c) we shall have the right in our sole and absolute discretion to conduct such due diligence on your identity and your eligibility to use financial services including but not limited to any "Know Your Client" or other processes in connection with anti-money laundering or combatting of the financing of terrorism, and/or as required by Applicable Law; and
- (d) any application you submit may be reviewed by us and may be approved or rejected at our sole and absolute discretion for any reason, and any decision by us in connection therewith shall be final and binding on you.

3.4 Each NETSBiz Account can only be registered under one (1) Business Owner at any given time, and a Business Owner is able to add both Managers and Workers to the same NETSBiz Account. You must only access and/or use the NETSBiz Application through your User Credentials issued by or on behalf of us or otherwise accepted by us for your NETSBiz Account. You shall keep your NETSBiz Account and any dealings with NETS secure and confidential, including but not limited to safeguarding the mobile / telephone number you use to complete the activation of the NETSBiz Application, and the User Credentials at all times to your sole and exclusive use (including refraining from sharing details of the same), not sharing your User Credentials with any third party. Any access, use, and/or interaction of the NETSBiz Application associated with your NETSBiz Account shall be deemed to be your access, use, and/or interaction (as the case may be) and shall be binding on you, regardless whether you have authorized the same or not.

- 3.5 You agree to ensure that the Enabled Device from which you use the NETSBiz Application is compatible with any technological requirements that may apply.
- 3.6 Failure to complete any step of the registration process or comply with the foregoing may result in your inability to use the NETSBiz Application and/or the NETSBiz Services.

4. USE OF THE NETSBIZ APPLICATION

- 4.1 Subject always to your timely and continuing compliance with: (a) these Terms and Conditions; (b) all Applicable Laws; and (c) such additional terms and conditions as we may specify in connection with the NETSBiz Application from time to time, we grant you a limited, non-transferable, non-exclusive licence to use the NETSBiz Application insofar as owned by or licensed through us on your Enabled Device and only for your own personal purposes, subject at all times to these Terms and Conditions. All other rights not expressly granted to you are reserved. Some software components used in the NETSBiz Application may be offered under an open source or other licence as we may notify you of, in which case your use of those components is governed by such terms to the extent only of any inconsistency between these Terms and Conditions and those terms.
- 4.2 To the maximum extent permitted under Applicable Law, NETS may from time to time send you Notifications relating to your access to and use of the NETSBiz Application and the NETSBiz Services, including any updates on the same. It is your responsibility to enable Notification alerts on the Enabled Device and NETS shall be deemed to have sent the Notification to you even if you are unable to, or do not, receive such Notification for whatever reason. We do not guarantee your receipt of any Notification and you agree that your access to and/or use of such Notification is at your own risk.
- 4.3 NETS may at any time change, add or remove any feature or functionality of the NETSBiz Application and/or the NETSBiz Services without prior notice. You are deemed to accept such change if you continue to use the NETSBiz Application and/or the NETSBiz Services.
- 4.4 NETS reserves the right to investigate complaints regarding the use of the NETSBiz Application, or reported violations of these Terms and Conditions and to take any action NETS deems appropriate, including reporting any suspected unlawful activity to law enforcement officials, appropriate authorities or regulators and disclosing any necessary information to such officials, authorities or regulators.
- 4.5 You agree and acknowledge that where any information contained and provided through the NETSBiz Application is subject to the accuracy of information provided by third-party service providers (including but not limited to the Approved Banks or third-party payment service providers or the operation of the QR Payment technology), you will not hold NETS liable (and agree that NETS may exclude liability) for any errors in the same.

- 4.6 Though NETS will make reasonable efforts to ensure accuracy, applicability and completeness of any tutorial or Instructions which it issues for the use of the NETSBiz Application (if any), it is not liable for the same as you are to verify or address any user issues with NETS' customer service.
- 4.7 You further agree and undertake that:
- (a) where you are acting as the Business Owner, you verify and warrant that you have full authority to transact for and on behalf of the business you are using the NETSBiz Application for, including the authorisation to appoint Managers and Workers;
 - (b) where you are acting as the Manager, you verify and warrant that you have been duly appointed or authorised to transact for and on behalf of the business you are using the NETSBiz Application for, including the authorisation to appoint Workers;
 - (c) where you are acting as the Worker, you verify and warrant that you have been duly appointed or authorised to use the NETSBiz Application; and
 - (d) you will notify NETS promptly of any change in your status, whether as Business Owner, Manager or Worker.
- 4.8 NETS may (but has no obligation to) suspend or terminate any User including yourself if it receives any notification or indication that any User has no authority to act in their assigned roles for the purposes of the use of the NETSBiz Application.
- 4.9 Due to legal or regulatory restrictions in any jurisdiction, you: (a) may not be able to access or use the NETSBiz Application in or from a jurisdiction; and/or (b) may be infringing certain legal or regulatory requirements under Applicable Law when accessing or using the NETSBiz Application in or from such jurisdiction. By accessing and/or using the NETSBiz Application (or continuing to do the same) you represent and warrant to us that your use and/or access meets all applicable legal or regulatory requirements under Applicable Law. It is your sole responsibility to ascertain whether any such legal or regulatory restrictions exist, and we shall not be liable for any losses arising out of your inability to access or use any of NETSBiz Application or any contravention of such legal or regulatory requirements. You shall fully indemnify us from and against any losses that we may be subject to or suffer in connection with any failure by you to comply with any such legal or regulatory restrictions. Notwithstanding anything in these Terms and Conditions, we shall have the right to take steps to prevent any of the NETSBiz Application from being accessed or used in any jurisdiction (or any part thereof) as we may determine in our sole and absolute discretion from time to time. Nothing in the NETSBiz Application is intended for distribution to or for use by or to be acted on by any person located in any jurisdiction where such distribution, use, and/or action would be contrary to Applicable Law.

- 4.10 If you discover any vulnerabilities or unexpected behaviour in connection with the NETSBiz Application, you must promptly notify us in writing and provide details of such vulnerabilities or behaviour (as the case may be).

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 The "NETS" and "NETSBiz" trade marks and logos are registered trade marks of NETS, and any other logos, service marks, product names and other proprietary indicia used in the NETSBiz Application are the property of either NETS or third-party licensors (collectively, the "**Trade Marks**"). Nothing in these Terms and Conditions confers on you any right(s) to use the Trade Marks and any other trade marks, service marks, logos, get-up, trade-names, goodwill, Internet domain names, slogans, product names and designations and other proprietary indicia used as part of the Trade Marks, all of which are and remain the property of NETS or the relevant owner(s). We and the relevant third-party licensors reserve all rights not expressly granted to you.
- 5.2 Any and all IPR in and to the NETSBiz Application (including without limitation all works, information, materials, documents, policies, data, descriptions, names, logos, graphics, images, QR codes, software, text, source codes, application programming interfaces, music, audio files, or other sounds, photographs, videos, test environments, and/or the "look and feel" of the NETSBiz Application) as well as any and all IPR related thereto (collectively "**NETSBiz Application IPR**") are either owned by NETS or licensed to us by third-party licensors and you do not have any right, title, or interest in such IPR. We and the relevant third-party licensors reserve all rights not expressly granted to you.
- 5.3 Other than the licence expressly granted to you in these Terms and Conditions, no other rights are granted to you in respect of either the Trade Marks or the NETSBiz Application.
- 5.4 Use of NETSBiz Application IPR for any purpose not expressly permitted under these Terms and Conditions is strictly prohibited. No part or parts of the NETSBiz Application may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.
- 5.5 You agree and acknowledge that we may generate revenues, increase goodwill or otherwise increase our value from your use of the NETSBiz Application, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, and usage data, and except as specifically permitted by us in these Terms and Conditions or in another written agreement you enter into with us, you shall have no right to share in any such revenue, goodwill or value whatsoever.
- 5.6 You further agree not to infringe, or cause us to infringe, any third party's IPR, and you shall keep us indemnified against all Losses suffered or incurred by us in connection with any such infringement.

6. YOUR OBLIGATIONS

6.1 You shall be responsible for carrying out the following, at your own cost:

- (a) obtaining and maintaining all necessary hardware, software and communication services necessary for your use of the NETSBiz Application;
- (b) ensuring the security of any mobile or other device which you access and/or use the NETSBiz Application, including installing antivirus or other mobile security software to protect against any security or other vulnerabilities which may arise in connection with the use of the NETSBiz Application; and
- (c) installing updates and patches in a prompt and timely manner.

6.2 You shall be responsible for any and all fees (including without limitation, fees to your mobile service provider) relating to:

- (a) the download of the NETSBiz Application;
- (b) any upgrades you request in relation to the NETSBiz Application; and
- (c) your ongoing access to and use of the NETSBiz Application.

6.3 You shall not (and shall not, knowingly or otherwise, authorise, allow or assist any other party to):

- (a) use the NETSBiz Application to conduct electronic spamming;
- (b) use the NETSBiz Application to perform unlawful or immoral activities;
- (c) use the NETSBiz Application to upload content that has viruses, malicious codes, immoral or illegal content (including without limitation any viruses);
- (d) modify or adapt the whole or any part of the NETSBiz Application or combine or incorporate the NETSBiz Application into any other programme, application or software;
- (e) copy, rent, lease, sub-licence, loan, translate, vary, disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, edit, sell, assign, transfer, distribute, or create derivative works based on, or determine or attempt to determine any source code, algorithms, methods or techniques embodied by, the NETSBiz Application or any components thereof;

- (f) attempt to probe, scan, test the vulnerability of, or gain unauthorised access to a system or network in connection with the NETSBiz Application or breach or circumvent the security or authentication measures relating to the NETSBiz Application without proper authorisation;
- (g) use the NETSBiz Application in any manner that would lead to the infringement of our IPR or those of any third party;
- (h) use the NETSBiz Application in a way that could damage, disable, overburden, impair or compromise the NETSBiz Application or NETSBiz System (or the systems or security of the NETSBiz Application or any other computer systems or devices used in connection therewith) or interfere with other Users or affect the reputation of NETS or that of any of the Approved Banks;
- (i) use the NETSBiz Application to develop, test, market, or train artificial intelligence technology, machine learning models, automated analytical technique, or related technology;
- (j) do any of the following: (1) use automated scripts to collect information from or otherwise interact with the NETSBiz Application; (2) access or search the NETSBiz Application (including without limitation to extract or download any information, data or content from the NETSBiz Application) through the use of any engine, software, tool, agent, device, mechanism or means (including spiders, robots, crawlers or any other similar data mining tools or scraping techniques whether manual or automated), to mine or scrape data from the NETSBiz Application; (3) store or use information, data or content from the NETSBiz Application in an archival file site, database or other searchable repository; and/or (4) develop any third-party applications that interact with the NETSBiz Application without our prior written consent;
- (k) provide any information (whether automatically or otherwise) to us that is false or misleading, including without limitation via: (1) creating a false identity using the NETSBiz Application, impersonating any person or entity, or falsely stating or otherwise misrepresenting you or your affiliation with any person or entity; (2) forging TCP/IP packets; and/or (3) masking or altering your IP address or the geographical location from which you appear to our systems to be accessing the NETSBiz Application;
- (l) mask or alter your user agent or other identifiers relating to the software or Enabled Device from which you appear to be accessing the NETSBiz Application; and/or
- (m) engage in any other activities that we may deem inappropriate by NETS in our sole and absolute discretion.

7. LIABILITY FOR TRANSACTIONS; FEES; LOSS/THEFT OF ENABLED DEVICE

- 7.1 You are solely responsible and liable for any access to and use of the NETSBiz Application effected through the use of your User Credentials notwithstanding that your User Credentials may have been used by any other person without your knowledge, authority or consent. We shall be entitled to continue to provide the NETSBiz Application to you and we shall not be liable to you for any Loss resulting therefrom.
- 7.2 Without prejudice to the terms and conditions of any Approved Bank:
- (a) you shall monitor your NETSBiz Account at all times and notify the relevant bank(s) immediately of any unauthorized transfers or of any matter concerning your NETSBiz Account that may invite suspicion; and
 - (b) you shall examine all entries in the transaction history listed in your NETSBiz Application ("**Transaction History**") and report any transactions wrongly made, made without authority, inaccurate and/or are suspicious entries in the Transaction History (NB: You must object to any such transaction ("**Erroneous Transaction**") or any other inaccuracies either in writing to us, by calling our NETS hotline at (65) 6274 1212 or by visiting 351 Braddell Road #01-03 Singapore 579713 within 14 days after the entry appears in the Transaction History. If you do not report the Erroneous Transaction within fourteen (14) days after the entry appears in the Transaction History, the Erroneous Transaction will be deemed correct except where, and only to the extent that, you have conclusively established in the Courts of Singapore that a manifest error or fraud has been committed by us, or the Erroneous Transaction has been determined by the relevant Approved Bank to be an unauthorised transaction and the Approved Bank has informed us of the same (in which case the relevant Approved Bank's terms and conditions will govern.)
- 7.3 NETS in our sole and absolute discretion may impose or vary the fees payable for your access to and use of the NETSBiz Application as well as for the closure or termination of any NETSBiz Service. Further and without prejudice to the foregoing, you may also be required to pay the following (where applicable):
- (a) service charges or fees payable in connection with your use of the NETSBiz Application and/or any NETSBiz Service or transactions made thereunder on your Enabled Device, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties; and/or
 - (b) any service charges / administration fees for any action taken by us in carrying out any of your Instructions and/or requests relating to your use of the NETSBiz Application and/or any NETSBiz Service, whether such service or action is referred to or contemplated in these Terms and Conditions or otherwise.

- 7.4 Should you discover that your Enabled Device is lost or stolen or has been accessed or used in an unauthorised way, you should, as soon as possible, reset your device password. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require. If a lost or stolen Enabled Device is subsequently retrieved, you must take steps to secure all User Credentials and comply with such registration and security procedures as required.

8. DATA PROTECTION

- 8.1 You hereby consent to us collecting, using, disclosing your personal data, including without limitation disclosing such personal data to our authorised service providers and relevant third parties subject to the terms of the NETS Data Protection Policy (which is hereby incorporated by reference in these Terms and Conditions) and for any and all purposes:
- (a) described or contemplated under these Terms and Conditions;
 - (b) reasonably required by us to facilitate your access and/or use of the NETSBiz Application under these Terms and Conditions; and/or
 - (c) set out in the NETS Data Protection Policy or via such other means as we may designate from time to time, which you confirm that you have read and understood.
- 8.2 You further agree that where permitted under Applicable Law, we may also collect, use, and disclose your personal data (including without limitation your email address(es)) for providing or marketing services, products and benefits to you, including promotions and loyalty and reward programmes, including joint marketing and/or cross promotions with third parties.
- 8.3 If the personal data relating to any third-party individual is disclosed to us at your request or by or through you, you represent, warrant, and undertake that any and all individuals to whom such personal data relates have, prior to such disclosure, agreed and consented to such collection, use, and disclosure of their personal data by us for the purposes set out in Clause 8.1 and that such consents are not withdrawn.
- 8.4 If you have provided your Singapore telephone number(s) and have indicated that you consent to receiving marketing or promotional information via your Singapore telephone number(s), then from time to time, we may contact you using such Singapore telephone number(s) (including via voice calls, text, fax or other means) with information about our products and services (including discounts and special offers).
- 8.5 In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use and/or disclose your personal data. If so, we will collect, use and/or disclose your personal data for these purposes as well.

- 8.6 In addition, you agree that by using any functionality provided by Third Party Software through or by interoperation with the NETSBiz Application, you consent to the Third Party Software (and the third parties operating such Third Party Software) collecting, using, disclosing, and/or Processing any personal data necessary to provide such functionality, including without limitation any personal data relating to transactions administered, facilitated, and/or executed by such Third Party Software. We shall not be responsible for such collection, use, disclosure, and/or Processing, and you shall be solely responsible to comply with any data protection policy, privacy policy, and terms of use applicable to such Third Party Software before using any functionality provided by the Third Party Software.
- 8.7 Without prejudice to the NETS Data Protection Policy, by submitting any query or request for support to us, you agree and acknowledge that your customer information and/or personal data may be disclosed to and shared amongst NETS, its service providers, Approved Banks, and their respective affiliates, for processing for the purposes of: (a) responding to, processing and handling your complaints, queries, requests, feedback and suggestions; (b) establishing and verifying your identity; (c) preventing, detecting, and investigating crime (including fraud and money-laundering or terrorist financing); (d) protecting and enforcing our contractual and legal rights and obligations; (e) meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on us, or which we have been advised, recommended or informed that we are expected to comply with (including disclosures to regulatory bodies, conducting audit checks, surveillance and investigation, and due diligence), internal policies, and/or assisting law enforcement or investigations by relevant authorities; (f) response measures that are necessary in the event of an emergency; and/or (g) any other purpose relating to or reasonably necessary for any of the foregoing.
- 8.8 You hereby expressly and irrevocably agree, consent to, permit, and authorise, us in respect of the transfer, collection, use, disclosure, divulging, or revealing at any time in any manner and under such circumstances as we deem necessary or expedient in our sole and absolute discretion without providing any reason and without prior reference to you, of any information (whether personal data or otherwise) whatsoever relating to you, your NETSBiz Account, your appointed Managers and Workers, Transaction History, the NETSBiz Application, or any Terminal, and/or any other matters arising under these Terms and Conditions, to and between any person (including without limitation, the Approved Banks and any Governmental Authority) at any time and from time to time, for any purpose that we deem appropriate, necessary, or desirable, including without limitation for the purposes of:
- (a) providing regulatory submissions to, or responding to any Instructions and/or directions given by, any Governmental Authority;
 - (b) assessing your financial situation or investigating any Claim or dispute arising out of these Terms and Conditions or in connection with any transactions; and/or

- (c) running of verification and compliance analysis and/or use of data capture, syndication analysis, and/or other similar tools to track, extract, compile, aggregate, archive, disclose or otherwise analyse any data and/or information.

8.9 Our authority to transfer, collect, use, disclose, divulge, or reveal information as contemplated under this Clause 8, and your consent therefor, shall survive any suspension of rights hereunder and/or the termination of these Terms and Conditions.

8.10 Notwithstanding anything in these Terms and Conditions, you agree and acknowledge that:

- (a) we may be required under Applicable Law to provide unlimited access to any party for any and all information (whether personal data or otherwise), data, and records (whether processed or not) howsoever submitted, provided, supplied, or presented by you to us through any means and we shall not be responsible or liable for any Loss for any such access and/or disclosure whatsoever; and
- (b) without limiting the generality of the foregoing sub-paragraph (a), you expressly and irrevocably agree, consent to, permit, and authorise, disclosure contemplated under these Terms and Conditions as required under Applicable Law.

9. DISCLAIMER OF WARRANTIES AND LIABILITY

9.1 To the maximum extent permitted under Applicable Law, you agree and acknowledge that:

- (a) your access to and use of the NETSBiz Application and the NETSBiz Services is offered to you on an "as available, where available" basis, without warranty of any kind (whether express, statutory, implied or otherwise) at your sole risk;
- (b) under no circumstances shall use of the NETSBiz Application and/or any NETSBiz Service imply that NETS warrants, endorses, sponsors, certifies or otherwise guarantees the sale of your goods and services to the Customer; and
- (c) NETS hereby expressly disclaims all warranties, whether express, statutory or implied, oral or in writing, including but not limited to the warranties of non-infringement of Applicable Laws and/or third-party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services. Without prejudice to the generality of the foregoing, no such warranty or representation is given in conjunction with any such payment services provided by any Approved Bank or any third-party payment service provider made available to you, nor in relation to goods and services sold by you.

9.2 To the maximum extent permitted under Applicable Law, NETS, the Approved Banks and their respective officers, employees, contractors or agents shall not be liable for any Loss suffered by you or any third party arising from and in connection with your registration with, access to and use of the NETSBiz Application and any NETSBiz Service except where such Loss is attributable to our gross negligence or wilful default. Without prejudice to the generality of the foregoing, NETS will not be liable for any Loss suffered by you or any third party arising from or caused by any of the following:

- (a) any delay, suspension, discontinuance or failure of the NETSBiz Application, any NETSBiz Service, or your NETSBiz Account;
- (b) if use of your Enabled Device should be rejected by a service provider or any Terminal or if we refuse for any reason to authorise any transaction;
- (c) your inability to effect or complete any transaction due to system maintenance, damage, loss, error, defect or breakdown/non-availability of the NETSBiz Application, network, hardware or software of NETS or third-party recipients;
- (d) our acceptance of, acting on, rejection of, delay or failure to act on any Instruction given or purported to be given by you relating to a transaction, notwithstanding that the integrity of the information comprised in such Instruction may have been compromised or impaired, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such Instruction;
- (e) any delays or errors caused by or arising from any User or third parties, including third-party service providers;
- (f) use of your Enabled Device and the NETSBiz Application by third parties, whether authorized or unauthorized by you;
- (g) any transfer of funds to the wrong mobile number, the wrong recipient or wrong third party;
- (h) theft, misuse, use and/or loss of your Enabled Device or Terminal or any other device, hardware or equipment on which the NETSBiz System is installed, unauthorised disclosure of your User Credentials or circumvention of any access controls relating to the NETSBiz System or any of its related network, hardware or software by any party;
- (i) any unsuccessful generation of a QR code, whether or not arising from any failure, refusal, delay or error by any third party or third party system, equipment or device (including mobile device) through whom such transaction is made;
- (j) any outdated, obsolete or superseded QR code generated or used by the User and/or Customer;

- (k) any erroneous or incorrect QR code issued or generated, including without limitation errors relating to the embedment of the wrong payment amounts, transaction data or other transaction specific information;
- (l) any malfunction, defect or error in any Terminal including errors in TID used to process transactions or to facilitate the usage of the NETSBiz Application and any NETSBiz Service, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any Terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- (m) any delay or inability on our part to perform any of our obligations under these Terms and Conditions because of any Force Majeure Event;
- (n) us acting, delaying to act, or omitting to act, including without limitation on any Instructions issued or purportedly issued by you (whether or not such Instructions are submitted through the NETSBiz Application and/or are given by unauthorised persons);
- (o) any delivery, non-delivery, delayed delivery, or misdirected delivery of any Notification;
- (p) any inaccurate or incomplete content in any Notification;
- (q) any reliance by and/or use of information provided in any Notification for any purpose;
- (r) malware, viruses, monitoring or malicious code on your Enabled Device, computer systems and/or other devices, or "man-in-the-middle" attacks or other interceptions of your communications with NETS;
- (s) "phishing" or other websites or emails which mimic the appearance of NETS' Website or official communications, but do not in fact originate from NETS;
- (t) omissions from or errors in any information provided by you under these Terms and Conditions;
- (u) the loss of any data or documents prior to the time the data or documents are received by NETS;
- (v) any damage to or loss or inability to retrieve any data or information that may be stored in the NETSBiz Application or any microchip or circuit or device in your Enabled Device or the corruption of any such data or information, howsoever caused;
- (w) any damage to or loss or inability to use, or any mistake or error arising in connection with any hardware, software or service used or provided in connection with any Enabled Device or NETSBiz Application or any inability to use the same;

- (x) any breach of any obligation of confidentiality by any third-party provider of any service or facility associated with any Enabled Device or NETSBiz Application. You acknowledge and understand that use of the NETSBiz Application and/or the NETSBiz Services involves the transmission of your personal data and transaction details through third parties which we are unable to control, and we are not responsible or liable to you for their performance or the non-performance of their obligations to you;
- (y) any act, omission, or default of any operator of Third Party Software;
- (z) any failure by us to effect use of the NETSBiz Application due to (i) your non-payment for any services; or (ii) your breach of these Terms and Conditions or any terms and conditions imposed by any third party which may be applicable or relevant to your use of the NETSBiz Application or any NETSBiz Service;
- (aa) any loss of data, revenue, profits, goodwill, anticipated savings, reputation, business and/or business opportunity;
- (bb) any act or omission by NETS in compliance with any Applicable Law, including laws governing personal data protection, and any Instructions and/or directions given by any Governmental Authority; and/or
- (cc) any fraud perpetrated through the NETSBiz Application and/or any NETSBiz Service.

9.3 NETS shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from your entering into any transaction, using the NETSBiz Application.

9.4 You acknowledge and agree that the NETSBiz Application may use transmissions over the Internet which are never completely private or secure. You understand that any personal data, message or information which you send in the course of the use of the NETSBiz Application and/or any NETSBiz Service may be made public on the Internet. Use of the NETSBiz Application and/or any NETSBiz Service is entirely at your own risk.

9.5 You further agree and acknowledge that any payment service which uses QR Payments may be provided by an Approved Bank or a third-party payment service provider and that you will not hold NETS liable (and agree that NETS may exclude liability) for:

- (a) any errors, omissions, service interruption, fault, defect, failure to pay / conclude a transaction, security issue, or other aspect or matter arising in connection with any payment service provided by such third-party service providers; and
- (b) any inaccurate, delayed or otherwise defective payment confirmation issued or not issued, due to (or contributed to by) such third-party service providers.

10. THIRD PARTY SITES AND THIRD PARTY SOFTWARE

- 10.1 The NETSBiz Application may include links to sites on the Internet that are owned and operated by third parties ("**Third Party Sites**"), and if you choose to access these Third Party Sites, you agree and acknowledge to review and accept any applicable terms of use governing those Third Party Sites. NETS has no control over, does not endorse, is not liable and does not assume any responsibility for any and all material created or published by such Third Party Sites (including but not limited to any content, advertising, products and/or services) available through such externally available Third Party Sites. Third Party Sites are the sole responsibility of the person that makes it available and we are not responsible for them, and we neither have control over the selection thereof, nor do we routinely monitor it. Third Party Sites may have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the access and/or use thereof. You further agree not to infringe, or cause NETS to infringe, any third party's IPRs.
- 10.2 Where any product, service, content, or functionality originates from or is provided by Third Party Software, you agree and acknowledge that:
- (a) Third Party Software is owned and/or operated by third parties and we shall not be responsible for the same. We have no control over and are not responsible for any such third party's performance or non-performance of any obligation in connection with such Third Party Software or arising in any other way;
 - (b) any use by you of any Third Party Software is entirely at your own risk. To the maximum extent permissible under Applicable Law, we expressly disclaim any representation, warranty, condition, or term of any kind (whether express, implied, statutory, or otherwise) in respect of such Third Party Software and/or the corresponding third parties, including without limitation the merchantability, quality, fitness for purpose, timeliness, accuracy, value, security (including cybersecurity or standard as to protection of data of any kind), legality, continued availability, freedom from disruption, and interoperability of the Third Party Software;
 - (c) Third Party Software may be subject to other terms and conditions, including the privacy policies, over which we have no control and which may govern your rights and obligations with respect to the access and/or use of such Third Party Software. You must comply with terms and conditions applicable to Third Party Software and pay all charges associated therewith; and
 - (d) we may, in our sole and absolute discretion, suspend, discontinue, terminate, or prohibit any interface and/or interoperation between the NETSBiz Application and/or NETSBiz Service and any Third Party Software. We shall not be responsible for any Losses which you may suffer as a result of such suspension, discontinuation, termination, and/or prohibition.
- 10.3 You agree to comply with these Terms and Conditions when giving us Instructions in connection with any Third Party Software, such as when granting authorisation (including pre-authorisation) to us and/or to third parties operating the Third Party Software. Once you have provided such authorisation in connection with the Third Party Software, we shall be entitled to treat any Instructions received by us through the interface and/or interoperation of the Third Party Software and the NETSBiz Application and/or NETSBiz Service as an

Instruction from and fully authorised by you, relating to the Third Party Software. We shall be entitled to act on such Instructions without further reference to you and shall not be obliged to recall and/or revoke such Instructions or comply with any Instructions to do the same. For the avoidance of doubt, your transactions, dealings, and/or Instructions in connection with the Third Party Software may be subject to other terms and conditions.

- 10.4 For the avoidance of doubt, to the maximum extent permissible under Applicable Laws, we shall have the right from time to time to switch, modify, or remove Third Party Software(s) in connection with the NETSBiz Application without prior notice to you, and you agree and acknowledge that you shall bear the sole risk of changes in functionality, features, interface and/or user experience arising from such switching, modification and/or removal from time to time.

11. DISPUTES WITH CUSTOMERS OR THIRD-PARTY SERVICE PROVIDERS

- 11.1 NETS is not liable in any way for any Claim or dispute arising between yourself and any Customer or third-party service provider(s) in relation to the NETSBiz Application or any NETSBiz Service. You acknowledge that we are not acting as agent for any Customer or service provider.
- 11.2 You agree that any complaints, Claims, disputes or refunds in relation to any Customer or third-party service provider shall be resolved between that service provider and yourself, and NETS shall not be responsible for any issues arising between you and the Customer or service provider.

12. INDEMNITIES

- 12.1 To the maximum extent permitted under Applicable Law, you hereby agree and undertake to fully indemnify and hold harmless the Indemnified NETS Persons and the Approved Banks in respect of all Loss which the Indemnified NETS Persons and the Approved Banks may suffer or incur as a result of:
- (a) any breach or non-compliance by you of any of these Terms and Conditions (including any infringement of any third party's IPRs arising from or in connection with any Third Party Sites), or by the Indemnified NETS Persons or the Approved Banks in enforcing any of these Terms and Conditions or preventing any breach thereof;
 - (b) any fraud, negligence, omission, dishonesty or misconduct (criminal or otherwise) relating to the NETSBiz Application or the NETSBiz Services perpetrated by you, or the fraud, negligence, omission, dishonesty or misconduct (criminal or otherwise) perpetrated by a third party as a result of your negligence or default;
 - (c) any Claim arising from any transaction involving your activities under these Terms and Conditions, including Claims interposed by way of defense or counterclaim, and any disputes or Claims between you and any Customer or any third-party service provider;

- (d) any disputes or issues relating to the proper authorisation of any User in the use of the NETSBiz Application and/or any NETSBiz Service, and any action taken by any Indemnified NETS Person in relation to such disputes or issues (including any suspension or termination of your use of the NETSBiz Application and/or any NETSBiz Service);
- (e) any printing or display of any QR code(s) which does not conform to the protocols or directives of the Approved Banks and/or NETS;
- (f) any Loss caused by NETS': (i) acceptance of, acting on, rejection of, delay or failure to act on any Instructions given or purported to be given by you; and/or (ii) provision of information and/or particulars whatsoever relating to you;
- (g) any Loss caused by any failure to receive communications from NETS sent in accordance with Clause 16.1 below, including any failure, delay, misunderstandings, corrupted texts, unauthorised interceptions by third parties or duplicates, caused through the use of the Internet;
- (h) any failure by you to comply with any Applicable Law (including data protection or privacy laws in any relevant jurisdiction); and/or
- (i) any Applicable Law issued by any Governmental Authority that affects these Terms and Conditions, the NETSBiz Application or any NETSBiz Services.

13. CONCLUSIVE STATEMENTS

- 13.1 Our records (including electronic, computer and microfilm stored records) of all matters relating to the transactions, Transaction History or any other matter relating to the NETSBiz Application, at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for any and all purposes whatsoever, except where and to the extent that:
- (a) the Courts of Singapore have conclusively established that we have committed fraud and/or a manifest error in respect of the record;
 - (b) the record to which the entry relates has been determined by the relevant bank to be an unauthorised transaction and the bank has informed us of the same, in which case the bank's terms and conditions shall apply; or
 - (c) you report the entry within the period mentioned in Clause 7.2(b) above, provided further that pursuant to our investigations we determine in our sole and absolute discretion that there is an error in respect of the record

14. FORCE MAJEURE

- 14.1 No failure or omission by any party to carry out its obligations or observe any of the terms and conditions of these Terms and Conditions shall give rise to any Claims against the party in question or be deemed a breach of these Terms and Conditions if such failure or omission arises from a cause of force majeure, such as acts of God, requirements of any Governmental Authority, war or warlike hostilities, civil commotion, riots, acts of terrorism, national emergency, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labour, industrial disputes, fire, lightning, equipment failure, computer or software malfunction, electrical power failure, faults, interruption or disruption of the equipment of any third party, pandemic, epidemic or any other event outside the control of the party in question (each, a "**Force Majeure Event**"). If any party believes it is hindered from performing its obligation due to a Force Majeure Event, it shall immediately inform the other party about these circumstances in writing, failure of which shall prevent the party claiming Force Majeure Event from invoking these circumstances as a defence.

15. SUSPENSION AND TERMINATION

- 15.1 We may, without liability whatsoever, immediately amend, update, withdraw, modify, change, restrict, suspend and/or terminate your access to or use of the NETSBiz Application (each a "**Mitigation Measure**") and/or any or all NETSBiz Services at any time, in our sole and absolute discretion, with or without giving any reason, and/or without notice to you of the same, for such duration as we deem fit. Any notice given to you of any Mitigation Measure shall be effective on the date specified in the notice. Without prejudice to the generality of the foregoing, in the event that you are a minor (i.e. below the age of 18) and we are notified or have reason to suspect that your parent/legal guardian has withdrawn their consent to your use of the NETSBiz Application and/or any of the NETSBiz Services generally or that they have not authorised you to use the NETSBiz Application and/or any of the NETSBiz Services, we may, in our sole and absolute discretion, terminate or suspend your use of the NETSBiz Application and/or any of the NETSBiz Services with immediate effect.
- 15.2 Upon termination of your access to or use of the NETSBiz Application and/or any of the NETSBiz Services in accordance with this clause, you shall immediately cease to use the NETSBiz Application and/or any such NETSBiz Service and uninstall and delete the NETSBiz Application from your Enabled Device. For the avoidance of doubt, we shall be entitled to charge you any outstanding charges for all transactions for which you are liable to pay us before and after the termination of your use of the NETSBiz Application. Deletion of the NETSBiz Application and/or closing your NETSBiz Account without providing Instructions to us pursuant to this clause will not terminate your use of the NETSBiz Application.
- 15.3 You shall not be entitled to any payment, compensation or damages from NETS in relation to the suspension or termination of your access to and use of the NETSBiz Application, any of the NETSBiz Services and/or any associated services or software (including without limitation any Third Party Software and/or Third Party Sites).

- 15.4 NETS' right to any Mitigation Measure on the NETSBiz Application and/or any or all NETSBiz Services shall be without prejudice to any other rights or remedies which NETS may have under these Terms and Conditions and at law.

16. **NOTICES**

- 16.1 Unless otherwise provided herein or agreed to in writing by the parties, all notices or other communications by NETS to you pursuant to or in connection with these Terms and Conditions shall be served:

- (a) by posting Notifications on the NETSBiz Application;
- (b) by posting on NETS' Website;
- (c) by short messaging service or email, to the respective contact number or email address of the Business Owner registered with NETS, or such other contact number or email address as subsequently notified by the Business Owner to NETS;
- (d) by hand or registered post to the Business Owner at the Business Owner's address registered with NETS, such other address as subsequently notified by the Business Owner to NETS, or the address of the Business Owner's registered office recorded with the Accounting and Corporate Regulatory Authority of Singapore; or
- (e) by such other mode of communication as NETS may, in its sole and absolute discretion, deem fit.

- 16.2 Unless otherwise provided herein or agreed to in writing by the parties, all notices, Instructions, or other communications by you to NETS pursuant to or in connection with these Terms and Conditions shall be served:

- (a) by email, to NETS' email address, or such other email address as may be specified by NETS; or
- (b) by such other mode of communication as NETS may, in its sole and absolute discretion, deem fit.

- 16.3 All notices or other communications by one party to the other party shall be deemed to have been served:

- (a) in the case of posting Notifications on the NETSBiz Application, or posting on NETS' Website, at the time the Notification is posted;
- (b) in the case of a short message service or email, at the time of communication / transmission;
- (c) in the case of a notice delivered by hand, on the day of the delivery; and
- (d) in the case of a notice served by registered post, on the day following that on which notice was posted.

- 16.4 NETS shall be entitled, but shall not be obliged, in its absolute discretion to rely or act on all notices, agreements, requests, consents, Instructions, demands and any other communication of whatever nature between NETS and any User (including any Business Owner, Manager or Worker), and to assume that all such persons are duly authorised by the Business Owner to deal with all matters relating to these Terms and Conditions. Notwithstanding the foregoing, NETS may in its absolute discretion rely or act on any such communication which are or purported to originate from or given on behalf of the Business Owner in writing or otherwise (whether with the Business Owner's authority or otherwise), and any action taken by NETS pursuant thereto shall bind the Business Owner and NETS shall not be responsible or liable to the Business Owner for any Loss incurred or suffered by the Business Owner as a consequence of such action.
- 16.5 You agree that Sections 13(1) to 13(4) of the Electronic Transactions Act 2010 shall not apply to electronic communications made in connection with, or in the course of, your use of the NETSBiz Application and/or any NETSBiz Service.

17. RIGHTS OF THIRD PARTIES

- 17.1 Save for the persons specified in these Terms and Conditions to be entitled to the rights or benefits conferred on them hereunder, a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 (or other analogous rights of third parties arising under any law (regardless whether under judicial or statutory law, or under any treaty that exists or that may come to exist anywhere in the world)) to enforce any term of these Terms and Conditions. For the avoidance of doubt, each of the Approved Banks are entitled to the benefit of, and to enforce, all provisions of these Terms and Conditions conferring rights, exemptions or benefits on them.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 18.2 You hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Singapore for all purposes in relation to these Terms and Conditions.
- 18.3 These Terms and Conditions may be translated into other languages but in the event of any inconsistency or uncertainty arising therefrom, this English version shall prevail over any other version.

19. ASSIGNMENT

- 19.1 These Terms and Conditions shall be binding upon the parties hereto and their respective successors and assigns and legal representatives and shall not be construed so as to confer any benefit upon any other person except as expressly provided herein.
- 19.2 You shall not, without the prior written consent of NETS, transfer, assign or novate these Terms and Conditions. Any attempted transfer, assignment or novation by you without NETS' consent shall be void and NETS shall have the right, at its election and without prejudice to other rights and remedies as provided in these Terms and Conditions or at law or in equity to terminate these Terms and Conditions and recover direct damages from you.
- 19.3 Notwithstanding the above, NETS reserves the right to transfer, assign or novate these Terms and Conditions, without your prior approval, to any entity in the NETS Group, or any person or entity which acquires substantially all of the business, liabilities and assets of the division of NETS which operates the NETSBiz Application and provides the NETSBiz Services under these Terms and Conditions. You shall execute all documents as NETS may reasonably request to perfect any such transfer, assignment or novation. For the avoidance of doubt, such right under this Clause 19.3 shall include the right to transfer, assign, novate all licenses and / or any other permits, consents and / or approvals granted under these Terms and Conditions.

20. SURVIVABILITY

- 20.1 Clause(s) in these Terms and Conditions which is/are intended to survive the expiry or termination thereof, shall so survive and remain in effect notwithstanding the termination or expiry of these Terms and Conditions.

21. SEVERABILITY

- 21.1 If any provision herein is deemed by any tribunal or court of competent jurisdiction to be illegal, invalid or unenforceable under any Applicable Law or otherwise, it shall, to the extent required by such law and subject to the agreement of NETS, be severed from these Terms and Conditions and rendered ineffective so far as is possible without affecting the legality, validity and enforceability of the remaining provisions of these Terms and Conditions.

22. WAIVER AND CUMULATIVE RIGHTS

- 22.1 Your liabilities and obligations under these Terms and Conditions shall not be impaired or discharged by reason of any time or grace or other indulgence being granted by or with the consent of NETS or any forbearance by NETS to insist upon its strict rights hereunder. No right under these Terms and Conditions shall be deemed to

have been waived except in writing signed by the parties hereto and waiver of any particular right in a particular instance shall not constitute or be deemed a waiver of any other right.

- 22.2 Unless expressly stated otherwise, the rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies (whether provided by Applicable Law or otherwise), and you shall bear all costs and expenses, including legal and other consultant fees, arising in connection with performing or ensuring the due performance of your obligations under these Terms and Conditions, and/or with any other matters referenced therein.

23. RELATIONSHIP OF THE PARTIES

- 23.1 The parties hereto shall not by virtue of these Terms and Conditions be deemed to be a partner or agent of each other nor shall anything herein contained be construed as creating a partnership, joint association or trust, it being agreed that each party will be responsible only for its obligations under these Terms and Conditions and neither party shall be authorised to represent or bind the other to third parties.

24. SUBCONTRACTING

- 24.1 NETS shall have the right to use such agents, contractors or third-party service providers to carry out or procure the carrying out of any of the matters under or contemplated in these Terms and Conditions.

25. FURTHER ASSURANCE AND ASSISTANCE

- 25.1 You shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of these Terms and Conditions, and to give NETS the full benefit of these Terms and Conditions. In addition, you shall, and shall use all reasonable endeavours to, procure that any necessary third party shall execute such documents and do such acts and things as NETS may reasonably require for the purpose of perfecting and giving to NETS the full benefit of all the provisions of these Terms and Conditions.

26. ENTIRE AGREEMENT

- 26.1 These Terms and Conditions shall constitute the entire agreement between the parties with respect to the NETSBiz Application and the NETSBiz Services and supersedes all prior oral or written communications, arrangements, agreements, representations and undertakings between the parties.

27. COPYRIGHT ACT NOTIFICATION

27.1 The Copyright Act 2021 of Singapore contains provisions related to limiting the liability of network service providers such as NETS who may provide services such as system caching or user storage and information location. Where a copyright owner furnishes to NETS (through NETS's designated representatives) a valid notice in the form prescribed by the said Act, NETS will take reasonable steps to remove or disable access to the relevant material in accordance with the said Act. Where the person who made available such material furnishes to NETS a valid notice in the form prescribed by the said Act, NETS will take reasonable steps to restore the relevant material, unless court proceedings are commenced by the copyright owner and NETS is informed in writing in accordance with the said Act. Should you wish to provide a take-down and counter notice to NETS, please ensure that such takedown and counter notices are in conformance with the form prescribed by the said Act. NETS will not act on any notice unless the notice is a valid notice in the form prescribed by the said Act.

28. TERMS REQUIRED BY APPLE

28.1 In the event that you obtain the NETSBiz Application through the Apple App Store, offered by Apple, Inc. ("**Apple**"), the following shall apply. You acknowledge and agree that if any of the terms and conditions of these Terms and Conditions are inconsistent or in conflict with Apple's Instructions for Minimum Terms for Developer's End-User License Agreement (the "**Minimum Terms**"), as published on Apple's website at <http://www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/> from time to time, the Minimum Terms will apply to the extent of such inconsistency or conflict. In addition:

- (a) you acknowledge and agree to the following:
 - (i) you will only use the NETSBiz Application in connection with an Apple device that you own or control;
 - (ii) you will comply with any applicable third-party terms which may affect or be affected by your use of the NETSBiz Application;
 - (iii) Apple has no responsibility for the NETSBiz Application, including without limitation of the foregoing, no responsibility to furnish any maintenance and support services for the NETSBiz Application or to address any Claims of the end-user or any third party relating to the NETSBiz Application or the end-user's possession and/or use of that NETSBiz Application, including, but not limited to: (i) product liability Claims, (ii) any Claim that the NETSBiz Application fails to conform to any applicable legal or regulatory requirement, (iii) Claims arising under consumer protection or similar legislation and (iv) any third party Claim that the NETSBiz Application or your possession and use of the NETSBiz Application infringes that third party's IPR;
 - (iv) Apple and Apple's subsidiaries are third-party beneficiaries of these Terms and Conditions. Upon your acceptance of these Terms and Conditions, Apple will have the right (and will be

deemed to have accepted the right) to enforce these Terms and Conditions against you as the third-party beneficiary hereof;

- (b) in the event of any failure of the NETSBiz Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure. Upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, paid for the NETSBiz Application; and
- (c) you represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any complaints or queries about the NETSBiz Application, please direct all complaints and queries to:

NETS

Telephone number: (65) 6274 1212 or (65) 6229 7200