

Specific Terms and Conditions for Shoptiq

In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

1. Definition and Interpretation

- 1.1 **“E-commerce Solution”** is an electronic commerce platform developed by Shopmatic to enable online commerce.
- 1.2 **“General Term”** means Singapore Telecommunications Limited’s Terms and Conditions of Services, which may be found at <https://www.singtel.com/terms-general-enterprise>.
- 1.3 **“Professional Service”** means services which value adds to the Service which are not limited to copywriting, store setup, logo design and photography.
- 1.4 **“Service”** means the provision of the software application known as Shoptiq through Singtel SaaS delivery platform based on an E-commerce solution.
- 1.5 **“Shopmatic”** is Singtel’s partner who develops the E-commerce Solution.
- 1.6 **“Third Party Vendors”** are providers of Professional Service.
- 1.7 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms but are not defined in these Specific Terms and Conditions, shall have the same meanings as defined in the General Terms unless the context otherwise requires.
- 1.8 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.
- 1.9 These Specific Terms are in addition to the General Terms that shall collectively comprise this Agreement. You shall be bound by, and shall fully observe and comply with the General Terms as well as, such other terms and conditions as may be accepted by you. The rights and protections conferred on Singtel under these Specific Terms and Conditions shall be additional to the rights and protections conferred on Singtel under the General Terms, and any other terms and conditions agreed or accepted by you.

2. Commencement, subscription and Fees

- 2.1 The Service shall commence on your date of payment.
- 2.2 You shall be liable to pay the Fees for the Service upon your acceptance of the Fees at the check-out page within the Service by way of providing your credit card details.
- 2.3 Fees for the Service are paid as follows:-
 - (i) If you are a monthly subscriber, Fees for the Service will be collected upfront on a monthly basis.
 - (ii) If you are a yearly subscriber, Fees for the Service will be collected upfront on annual basis.
- 2.4 Without prejudice to anything in the General Terms, Singtel reserves the right to vary the Fees at any time.

3. Service requirements and limitations

- 3.1 You acknowledge, agree, represent and warrant that:-
 - (i) The Service is provisioned through a Singtel SaaS delivery platform using an E-Commerce Solution provided by Shopmatic. As such, in addition to the Agreement, you are required to accept Shopmatic’s End User Terms found in https://static1.shoptiq.com.sg/pdfs/Shopmatic_TermsOfService.pdf and as modified from time to time by Shopmatic. You hereby accept the End User Terms and shall do what is required by Shopmatic to indicate such acceptance. To the extent permitted by law, Singtel shall not be liable for any matter arising out of or in connection with the E-commerce solution and End User Terms. You and Shopmatic shall have direct recourse to each other for the E-commerce solution and all matters governed by the End User Terms.
 - (ii) Upon your request, Singtel will refer you to relevant Third Party Vendors for Professional Services at a preferential rate. You will subscribe to these Professional Services directly with the Third Party Vendors in accordance to the Third Party Vendors’ terms. Singtel shall not be liable for any matter arising out of or in connection with the Professional Services and you and the Third Party Vendors shall have direct recourse to each other for the Professional Services governed by the Third Party Vendors’ terms.

- (iii) You are the final End User of the Service and shall use the Service solely for your internal business purposes, and you are not subscribing to the Service on behalf of any third party. You shall not and shall not cause any third party to on-supply, on-provision, resell, licence, export or otherwise transfer all or any part of the Service. You are authorised to, and have obtained all consents and approvals necessary for the lawful use the Service.
- (iv) All Intellectual Property Rights in the Service, whether created prior to or as a result of the provision of the Service, shall at all times vest in Singtel or Shopmatic and not you.
- (v) You acknowledge and agree that nothing in this Agreement shall or shall be considered to grant you any right to use the trademarks, trade names, logos, or service marks belonging to Singtel.

3.2 **Disclaimers.** Singtel does not represent, warrant, or guarantee the following, and shall not be held liable for the same:-

- (i) that the Service will be uninterrupted, without delay, without fault or error, secure, virus-free, or non-infringing of third party Intellectual Property Rights;
- (ii) service interruption or unavailability which directly or indirectly affects any business transactions between you and your customers;
- (iii) that communications and data transmitted over the Internet will be secure, confidential or private; and
- (iv) any disputes arising from transactions made between and your customers.

3.3 **Exclusion of Warranties.** Further and in addition to Clause 3.2, you agree that use of the Service is entirely at your own risk. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE SERVICE IS PROVIDED "AS IS" AND SINGTEL EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICE PROVIDED BY THIRD PARTY VENDORS, INCLUDING BUT NOT LIMITED TO WARRANTY FOR FITNESS OF A PARTICULAR PURPOSE AND MERCHANTABILITY. You agree that you have not relied on other warranties, and that no other warranties have been made by Singtel.

4. Liability and indemnity

4.1 Singtel's liability

- (i) In no event will Singtel or any of its directors, officers, employees, agents, or contractors be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the Service, whether foreseeable or unforeseeable and regardless of whether Singtel had been expressly advised of the possibility of such damages, whether arising out of breach or failure of warranty or related remedies, breach of contract, misrepresentation, negligence, strict liability in tort, statute, or otherwise. Such damages include but are not limited to, claims for business interruption, loss of data, goodwill, profits, use, money, stoppage of other work or impairment of other assets.
- (ii) To the extent permitted by law, Singtel's aggregate cumulative liability to you for any loss, cost, liability or damage in connection with or arising out of this Agreement, and whether based in contract, tort (including negligence), statute or otherwise, shall not exceed 2 months Fees or SGD 80, whichever is lower.

4.2 **Your liability** You shall fully indemnify and hold harmless Singtel at all times against all allegations, demands, claims, actions, proceedings, liability, losses, damages, fines, penalties expenses and costs (including legal costs incurred by Singtel in defending the same) that may be brought against Singtel or that Singtel may sustain, incur or suffer (as the case may be) arising out of or in connection with any breach by you of this Agreement.

4.3 **Defence of claims.** If any claim shall be brought or asserted against Singtel with respect to which an indemnity is provided by you, Singtel will notify you in writing as soon as practicable and shall be entitled to require you, to the extent it is permitted by law, to assume sole conduct of the defence of any action including the employment of legal advisers reasonably satisfactory to Singtel and payment of all fees and expenses, provided that:-

- (i) Singtel has the right to information and consultation concerning the development and defence of any litigation or threatened litigation;
- (ii) no admission of liability or compromise whatsoever in connection with the action may be made without Singtel's prior written consent;
- (iii) all contact with Singtel's third party end users may be managed and performed by Singtel at its sole and absolute discretion unless otherwise prevented by law;
- (iv) in a situation where Singtel reasonably believes that its interests are being materially prejudiced by your conduct of the defence, then Singtel has the right at any time to re-assume the defence of any claim or action

assumed by you;

- (v) in the event that Singtel assumes or re-assumes the defence of any action under Clause 4.3(iv), it will consult you and will take account of your views, so far as reasonably possible, but will have sole conduct of any proceedings or dispute that may arise; and
- (vi) Singtel shall, in addition, have the right to employ separate legal advisers in any such claim referred to in this Clause, and participate in the defence thereof, but the fees and expenses of such legal advisers shall be at Singtel's expense unless (i) the employment of such legal advisers shall have been specifically authorised in writing by you; or (ii) you shall have failed to assume the defence and employ legal advisers within fourteen (14) days of notice of such claim under this Clause 4.3, or (iii) the named persons to any such claim include both Singtel and you, and Singtel has been advised by legal advisers that there may be one or more legal defences available to it which may conflict with those available to you (in which case you shall not have the right to assume the defence on behalf of Singtel). It being understood, however, that you shall not, in connection with any one such claim or separate but substantially similar or related claims in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of legal advisers for Singtel (in addition to any local counsel), and that all such fees and expenses shall be reimbursed by you to Singtel as they are incurred.

5. Service Suspension or Termination

- 5.1 In addition to Clause 8.4 of the Enterprise Terms, Singtel may, in its discretion suspend (indefinitely or for such period as Singtel may consider appropriate) or terminate (including terminate after suspending) the Service at any time after the occurrence of any of the following events, without giving any prior written notice thereof to you:-
 - (i) if you intentionally create multiple accounts on your Shoptiq account hence causing a heavy load on Singtel servers which may cause a downtime to the Service.
 - (ii) if you market or sell obscene, offensive, defamatory or illegal products or services prohibited by any applicable laws, regulatory requirements, codes and other regulations, hence directly or indirectly affecting Singtel's reputation;
 - (iii) if you fail to pay the Fees on the payment due date; or
 - (iv) if you are alleged to be in breach of the terms of this Agreement or any End User License Terms.

6. General

- 6.1 Singtel reserves the right to at any time and from time to time, at its sole discretion, change and modify the Service, any terms and conditions contained in these Specific Terms and Conditions as well as change or modify any addendum, terms of use, policy or guideline incorporated by reference. Any changes or modifications will be effective upon posting thereof on Singtel's website or upon notice to you in writing (including in an electronic format). Your continued use of the Service thereafter shall constitute the acceptance of such changes or modifications.

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ANNEX – Business Domain Name Registration

Note: This Annex shall be read together with the Specific Terms Singtel SaaS Service

1. Definition and Interpretation

- 1.1 "Domain Name" refers to an identification string that defines a realm of administrative autonomy, authority, or control on the Internet, are registered and governed by rules and procedures of the Domain Name System (DNS).
- 1.2 "ICANN" refers to the Internet Corporation of Assigned Names and Numbers,
- 1.3 "Registry" means the respective country's authority responsible for the operation and control of the Top Level Domain (TLD) name registration system.
- 1.4 "Accredited Registrar" means the entity authorized to contract with Registry Administrator, collect registration data about the Customer and submit zone file information for entry in the Registry database.
- 1.5 "Registry Administrator" means the Top Level Domain (TLD) authority administering the Domain Names purchased by the Customer.
- 1.6 "Registrant" means the organization or person registering a Domain Name.
- 1.7 "Registrant Information" means the information on a Registrant such as administrative name and contact published by Registries and made publicly accessible through a "Whois Lookup".
- 1.8 "Service" means the Business Domain Name Registration service, which allows Customers to register Domain Names for periods of 12 months.
- 1.9 "SGNIC" refers to Singapore Network Information Centre Private Limited, an entity which administers the Internet Domain Name in Singapore.
- 1.10 "Specific Terms" means the Specific Terms and Conditions for SaaS Service or any other Specific Terms and Conditions may be agreed or accepted by the Customer.
- 1.11 "Top Level Domain (TLD)" refers to the names at the top of the Domain Name System (DNS) naming hierarchy.
- 1.12 "WHOIS" refers to the query protocol and tool whereby anyone may obtain Registrant Information associated with the Service through a "Whois Lookup".
- 1.13 The words and expressions used in this Annex, which are defined in the General Terms and/or Specific Terms but are not defined in this Annex, shall have meanings as defined therein unless the context otherwise requires.

2 Service Duration and Plans

- 2.1 Notwithstanding Clause 3.3 of the Specific Terms and Conditions for SaaS Service, the Service duration shall be a period of 12 months or such other period as may be stipulated by Singtel as the initial period of subscription when the Customer applies for the Service calculated to commence on the Service Commencement Date (the "Initial Term"). Thereafter unless the Service is terminated by either party, the subscription of the Service shall continue for successive 12 months periods or such other periods as stipulated by Singtel (the "Subsequent Term").
- 2.2 The non .sg Business Domain Name Service plan provides registration for Domain Names with .com, .net, .biz and .org extension through a Singtel appointed ICANN Accredited Registrar.
- 2.3 The .SG Business Domain Name Service plan provides registration for Domain Names with either .sg or com.sg extension through a Singtel appointed SGNIC Accredited Registrar.

3 Service Requirements and Limitation

- 3.1 The Customer shall provide Singtel with complete and accurate information during application of the Service and promptly correct and update Singtel of any changes thereto during the Term. The Customer consents that such information (such as the Customer's name and business contact details) will be provided with the knowledge that Singtel may use or deal with such information for the purpose of facilitating the Customer's use of the Service, to update a Registry associated with the Service, for security and fraud prevention purposes or to meet the purpose for which the information is provided. The Customer's willful provision of incomplete and inaccurate or unreliable information, its willful failure to promptly update information provided to Singtel or failure to respond for over 15 days to inquiries by Singtel concerning the accuracy of contact details associated with the Customer's registration shall constitute a material breach of the Service and shall be a basis for termination of the Service.

- 3.2 The Customer must have sole ownership and control over the Service. If the Customer does not have sole ownership, the Customer must affirm and represent that the Customer has the legal right to access and alter the domains as a representative of a company, partnership or another individual that has given the Customer the authority to perform such actions.
- 3.3 When applying for the Service, the Customer represents and warrants that:
- 3.3.1 The Domain Name applied for does not infringe any registered trademark;
 - 3.3.2 The Domain Name is not identical to or confusingly similar with either a registered trademark, company or business name;
 - 3.3.3 The Domain Name does not infringe the rights of any third parties in relation to any applicable treaties or agreements;
 - 3.3.4 The Domain Name applied is for and its own organization use;
 - 3.3.5 The Customer shall not allow another part to use the Domain Name; and
 - 3.3.6 The registration and/or use of the Domain Name does not infringe with the legal rights of any party;
- Singtel cannot and will not check whether a Domain Name infringes the rights of any third party.
- 3.4 The Customer acknowledges and agrees that Domain Names are subject to review by third parties including without limitation, the rules and policies of ICANN and "SGNIC, the registry administrators of TLDs and certain contractual agreements between Singtel and such registry administrators and other service providers (collectively, as they may be amended from time to time, the "Third Party Obligations"). Notwithstanding anything to the contrary herein, Singtel reserves the right to modify the Service in order to comply with any such Third Party Obligations.
- 3.5 The Customer's Service may be terminated, suspended or prohibited from having modifications made by Singtel for any one or more of the following reasons:
- 3.5.1 the Customer has breached any of the terms contained herein;
 - 3.5.2 disputes arise between the Customer and Singtel on Domain Name registration and/or use of Domain Names;
 - 3.5.3 Singtel is ordered by a Court to delete the Domain Name;
 - 3.5.4 in Singtel's opinion, the continued registration of the Domain Name would be wrongful or unlawful;
 - 3.5.5 in Singtel's opinion, the Domain Name is being used for wrongful or unlawful purposes including, but not limited to, fraud, scams, phishing, copyright infringement, trade mark infringement, passing off and/or counterfeiting;
 - 3.5.6 the Customer had committed unlawful acts and/or had failed to comply with documentary requirements stipulated by Singtel and/or the relevant Registry in the registration process for the Domain Name;
 - 3.5.7 the Customer's authoritative name servers are not fully set up, operational and connected to the Internet within thirty (30) days of the registration date or that the said name servers persistently do not respond to any queries for the Domain Name; or Singtel receives a decision of the Registry or Registry Administrator requiring such deletion in any administrative proceeding to which the Customer was a part.
- 3.6 **Domain Name Application.** Acceptance of a Domain Name shall be at Singtel's sole discretion. The Customer agrees that even if Singtel has approved the application for the Domain Name, it may still be rejected by the Registry Administrator.
- 3.7 Domain Names are registered on a first-come, first served basis. Domain names which are obscene, scandalous, indecent, contrary to law or morality, comprises of derivatives or colloquialism of words offensive and/or expressions in terms of denotation, connotation or association of the aforesaid categories will not be registered
- 3.8 The Customer consents to be bound by the appropriate domain policy applicable to the domain the Customer has selected. The dispute policy by ICANN, SGNIC or the particular registry administrator are hereby incorporated and made part of the Agreement by reference. Without prejudice to Singtel General Terms, the Customer further agrees to indemnify, defend and hold harmless Singtel from any claims, costs and expenses arising if there is a Domain Name dispute.
- 3.9 **No refund.** The Customer shall not receive a refund upon submission of Service application.
- 3.10 **Proxy Registrant.** All Domain Names registered under this Service will, by default, have the name and contact of Singtel's appointed partner listed as a proxy Registrant and proxy Registrant contacts. The Customer may request for the amendment of Registrant information, subject to approval by the respective Registries, through Singtel at any time during the Service Term. Singtel reserves the right to update Registrant information with Customer's details. Singtel may disclose the Customer's identity to courts, applicable governmental or regulatory body, the Accredited Registrar, Registry Administrator or claimant, where such disclosure is necessary or advisable, at our sole discretion, to conduct an investigation, to resolve a domain dispute, bring legal action, prevent harm to others or to pursue relief. To the extent that Singtel is legally permitted to do so, Singtel will take reasonable steps to notify the Customer in the event such disclosure is required in connection to a court order or government or regulatory directive. .

- 3.11 The Customer acknowledges and agrees that registration of a Domain Name does not create any proprietary right for any Registrant, the Accredited Registrar or any other Person in the name used as a Domain Name or the Domain Name registration and that the entry of a Domain Name in the Registry or in the WHOIS system of the Registry shall not be construed as evidence or ownership of the Domain Name registered as a Domain Name. The Customer shall not in any way transfer or purport to transfer a proprietary right in any Domain Name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a Domain Name registration. The Customer shall represent that, to the best of the Customer's knowledge and belief, neither the registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;
- 3.12 The Customer agrees and acknowledges that by registering a Domain Name, Singtel has not made any determination, nor is it capable of making such determination, with respect to the legality of the Domain Name registration. The Customer further agrees and acknowledges that Singtel has relied on the Customer's warranties above and has not evaluated whether the registration or use of the Domain Name may infringe upon any rights of any third party. As a consequence, Customer agrees that it shall not use the fact that the Domain Name has been registered by Singtel as a defence in any legal proceedings brought against the Customer by any third party in connection with the Customer's registration and/or use of the Domain Name.
- 3.13 Nothing in this Agreement shall oblige Singtel to act as arbiter between the Customer and third parties in respect of any disputes arising out of the registration or use of the Domain Name. The Customer agrees that this Agreement does not confer any rights, procedural or substantive, upon the Customer as against any third parties and also acknowledges that third parties are not bound by the provisions of this Agreement.

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