

## **Terms of Use**

### **1. INTRODUCTION**

- 1.1. This general terms of use ("**General Terms**") sets out the terms which govern your use and access of <https://yuukiai.com/> together with all its content or web pages thereunder, including the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available therein and the functionalities or services provided therein (collectively "**Website**") owned and operated by or on behalf of **YUUKI TECHNOLOGIES PTE. LTD**, its related corporation and affiliates (collectively "**Yuuki**", "we", "us" or "our").
- 1.2. By interacting with us, visiting our Website or accessing the services we provides, you acknowledge and agree that you accept this General Terms. If you do not accept these General Terms, you must stop using/accessing the Website.
- 1.3. We may revise or update the General Terms at any time by posting a revised version on our Website. You are advised to periodically view our Website for any updates or the most current version of our General Terms. Changes on the General Terms will be published here and effective and binding on you upon publication or such other timing as Yuuki may specify in writing. You agree that any notification of amendments in the manner as aforesaid shall be sufficient notice to you, and your continued access and/or use of the Website shall constitute an affirmative acknowledgement by you of the amendments and shall be deemed to be your acceptance of the revised terms.

### **2. GENERAL USE AND ACCESS**

- 2.1. You agree to comply with any and all guidelines, notices, rules and policies pertaining to the use and/or access of the Website, as well as any amendments to the aforementioned, issued by us from time to time.
- 2.2. You agree to abide by all applicable laws in the use and/or access of the Website. You acknowledge and voluntarily and expressly accept that your use of the Website is made under your sole and exclusive responsibility and at your sole risk.
- 2.3. We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove the Website (whether in whole or in part), and shall not be liable if any such upgrade, modification, suspension or discontinuation prevents you from accessing the Website or any part thereof.
- 2.4. We respect your privacy and are committed to its protection. Our privacy policy (available at [www.yuukiai.com/privacy-policy](http://www.yuukiai.com/privacy-policy)) constitutes a part of these General Terms and explains how we collect, use, and disclose information about you. By accessing or using the Website, you are also agreeing to our Privacy Policy.
- 2.5. Some of the services we offer are only available if you register through the creation of an account or if you purchase or subscribe to our services. When our services require you to register with us, to enter into a subscription or otherwise provide user information, you may be required to complete the registration process by providing us with complete and accurate information. You grant us and our affiliates the right to use, store, monitor, retrieve and transmit your account and user information in connection with the operations of the Website and performance of our services in accordance to our Privacy Policy (available at [www.yuukiai.com/privacy-policy](http://www.yuukiai.com/privacy-policy)), which is incorporated in these Terms of Use by references for all purposes.
- 2.6. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are solely responsible for maintaining the confidentiality of your personal and account information as well as for any and all activities that

occur under your account and to maintain the completeness and accuracy of your user information, and any loss caused by your failure to do so is your responsibility. You must notify us immediately of any suspected or actual unauthorized use of your account or user information, and any and all other security breaches.

### **3. PERMITTED USE AND RESTRICTED USE**

- 3.1. These General Terms permit you to access, browse, and use the Website and its content only for your personal use. You must not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website unless as expressly authorized by us in writing or to temporarily store files that are automatically cached by your web browser for display enhancement purposes.
- 3.2. While accessing our Website, you warrant and agree that you will not:
  - 3.2.1. use it in any way that violates these General Terms, any local or international law or regulation;
  - 3.2.2. make unsolicited offers or proposals to other users;
  - 3.2.3. engage in harassing or discriminatory behavior or defame or defraud other users;
  - 3.2.4. disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
  - 3.2.5. transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practices;
  - 3.2.6. impersonate or attempt to impersonate Yuuki, a Yuuki's employee, or any other person or entity affiliated with Yuuki, such as by using e-mail addresses from our Website;
  - 3.2.7. engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or that, as determined by us, may harm Yuuki or our users, or expose them to liability;
  - 3.2.8. disrupt, interfere with, disable, impair, overburden, violate the security of, or attempt to gain unauthorized access to, the Website, its services, the server on which the Website is stored, or any server, computing device, or computer network connected to the Website;
  - 3.2.9. upload, transmit, distribute, or run any computer virus, worm, trojan horse, malware, spyware, time bomb, logic bomb, or any computer code that could damage or alter a computing device, computer network, communication network, data, the Services, or any other system, device, or property;
  - 3.2.10. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
  - 3.2.11. forge any TCP/IP packet header or any part of the header information in any email or posting;
  - 3.2.12. access, use, or modify any data, information, or other materials not intentionally made available or accessible to you by Yuuki;
  - 3.2.13. license, sublicense, assign, convey, or transfer any rights granted hereunder.
  - 3.2.14. perform any acts that may damage our image, interests or rights or those of any of our affiliated companies;
  - 3.2.15. access or use the Website for any purpose other than as expressly permitted under these Terms of Use; and/or
  - 3.2.16. encourage or enable any other individual to do any of the foregoing.
- 3.3. We reserve the right to terminate your account or to refuse services to you, without prior notice to you, at any time and for any or no reason. Without limiting the above, we will, in appropriate circumstances, permanently terminate your account and remove information from the Website. You will be responsible for any losses and costs incurred by Yuuki resulting from your breach of this Clause.

### **4. NO WARRANTY**

- 4.1. The Website are made available on an “as is” and “as available” basis, and at your sole risk. Yuuki assumes no responsibility and makes no representation or warranty on the accuracy, validity or completeness of the materials or information contained in the Website, and disclaims all liability for any errors, delays or omissions in the Website, or for any action taken in reliance thereon. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Website.
- 4.2. Yuuki does not warrant that any part of Website will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected. Further, no warranty is given that the Website will meet the requirements of any persons or are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros.
- 4.3. Yuuki does not warrant the security of any information transmitted by you or to you through the Website or that there would be no delay, interruption or interception in data transmission. You accept the risk that any information transmitted or received through the Website may be accessed by unauthorized third parties, and that transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. Regardless of any security measures taken by Yuuki, Yuuki shall assume no responsibility whatsoever for any losses resulting from such delays, interruptions and/or interceptions.
- 4.4. Any materials, information, view, opinion, projection or estimate presented via the Website is made available by Website for informational purposes only, and is subject to change without notice. You must make your own assessment of the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, view opinion, projection or estimate provided in the Website and such independent investigations as you may consider necessary or appropriate for the purpose of such assessment. Any opinion or estimate provided in the Website is made on a general basis and is not to be relied on by you as advice. Accordingly, no warranty whatsoever is given by Yuuki and no liability whatsoever is accepted by Yuuki for any losses arising whether directly or indirectly as a result of you acting on any materials, information, view, opinion, projection or estimate provided in the Website.
- 4.5. Yuuki controls and maintains the Website from Singapore and makes no representation that the materials or information provided on or via the Website is appropriate or available for use and/or access in other locations. If you use and/or access the Website from other locations, you are responsible for compliance with applicable local laws.
- 4.6. Where the Website contains hypertext links to third party websites, such links are not an endorsement by Yuuki of any content, products or services provided on or via such websites. The use of such links is entirely at your own risk and Yuuki makes no representation or warranty as to having reviewed or verified and accepts no responsibility or liability, for the content, use or availability of such websites or for the relevance, timeliness, accuracy, adequacy, commercial value, completeness or reliability of any content, products or services contained in or provided on or via such websites. You acknowledge and agree that you will be solely responsible for any access or use of third party systems, services, content, materials, products or programmes contained in or provided on or via the Website. If you access or use such third party systems, services, content, materials, products or programmes, you must comply with the relevant terms and conditions for the access or the use thereof.
- 4.7. Without prejudice to other provision in these General Terms, Yuuki shall not be liable for any Losses arising directly or indirectly from or in connection with the Website including but not limited to: (i) any access, use, misuse or inability to use the Website and Reliance of the Website (ii) any system, server or connection failure, error, omission, interruption, interception or delay in transmission or computer virus or other malicious, destructive or corrupting code, agent, program or macros; (iii) any use of and/or access to any third party websites linked to or provided through the Website; or (iv) any services, products, information, data, software or other material obtained

or downloaded from the Website or from any third party websites linked to or provided through the Website.

## **5. INTELLECTUAL PROPERTY**

- 5.1.** The Website, any materials thereof are protected by copyright, trademarks, database rights and other intellectual property rights, as applicable which are the property of Yuuki. As such, they may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of Yuuki.
- 5.2.** Save and except with the Yuuki's prior written consent, you may not insert a hyperlink to this Website or any part thereof on any other website or "mirror" or frame this Website, any part thereof, or any information or materials contained in this Website on any other server, website or webpage.
- 5.3.** All trademarks, service marks and logos used in this Website are the property of Yuuki and/or the respective third-party proprietors identified in this Website. No licence or right is granted and your access to this Website and/or use of the online services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademarks, service marks or logos appearing on this Website without the prior written consent of Yuuki or the relevant third party proprietor thereof. Save and except with Yuuki's prior written consent, no such trademark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any of Yuuki's Website or any other site.
- 5.4.** You may retrieve and display parts of the Website on a computer screen, mobile phone screen, tablet screen (or equivalent), store such Website contents in electronic form on disk (but not any server or other storage device connected to a network), download or print copies of such Website contents for your own use, provided you keep intact all and any copyright and proprietary notices. You may not reproduce, modify, copy or distribute or use for commercial purposes any of the Website contents without written permission from Yuuki.

## **6. INDEMNITY**

- 6.1.** You agree to defend, indemnify and hold us including our management, employees, subsidiaries, representatives and affiliates harmless from and against all liabilities, damages, claims, actions, penalties, costs and expenses (including legal fees) and all detrimental consequences, which may be suffered or incurred by us as a result of or in connection with or arising out of:
  - 6.1.1.** information you submit, post, transmit or make available through the Website;
  - 6.1.2.** from your breach of any of these General Terms;
  - 6.1.3.** your use of the Website;
  - 6.1.4.** enforcing your rights on behalf of you against the Issuer or any relevant party; and/or
  - 6.1.5.** any non-compliance with or violation of any prevailing laws and regulations, government's policies, directives and court verdicts or arbitral awards of any judicial bodies including infringement of any third party's rights committed by or which involves you and/or your affiliates, employees or related parties in or after the use of our services or during the access to, use of or browsing in the Website.

## **7. TERMINATION**

- 7.1.** You agree that Yuuki may, at its absolute discretion, deny you access to the Website for any reason, including without limitation, if Yuuki believes that you have violated or acted inconsistently with any terms or conditions set out herein, or if in Yuuki's opinion or the opinion of any regulatory authority, it is not suitable to continue providing the services relating to the Website.

**8. MISCELLANEOUS**

- 8.1. Governing law - These General Terms shall be governed by and construed in accordance with Singapore law.
- 8.2. Dispute Resolution - Any dispute arising out of or in connection with these General Terms, including any question regarding its existence, validity or termination, shall be resolved as follows: (a) In the event of a dispute, such dispute shall be referred to mediation and such mediation shall be held within 45 days of the retention of the mediator which shall be appointed by a local mediation service provider in Singapore. (b) A full day of mediation must be held before any party is allowed to withdraw from the mediation. Mediation shall be terminated if any party withdraws from the mediation. Cost of mediation shall be shared equally between parties. (c) Any dispute not resolved through mediation shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Paragraph. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
- 8.3. Electronic Communication - You consent to receiving communication from us electronically and you agree to Yuuki's use of electronic communication to enter into agreements and communicate with you in accordance with the Electronic Transactions Act 2010 of Singapore.
- 8.4. Sub-contracting and delegation - We may delegate or sub-contract the performance of any of our functions in connection with the Website.
- 8.5. Assignment - You may not assign your rights under these General Terms without our prior written consent. We may assign our rights under these General Terms to any third party.
- 8.6. Successors and assigns - These General Terms will bind you and us and our respective successors in title and assigns and will continue to bind you notwithstanding any change in our name or constitution or our merger, consolidation or amalgamation with or into any other entity (in which case these General Terms will bind you to our successor entity).
- 8.7. Severability - If any provision of these General Terms or part thereof is rendered void, invalid, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, invalid, illegal or unenforceable only to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these General Terms. Such provision shall be struck and severed from these General Terms and the remaining provisions of these General Terms shall not be affected thereby.
- 8.8. Waiver - No failure or delay to exercise or enforce Yuuki's rights conferred upon it under these General Terms shall be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. Waiver of any right arising from a breach or non-performance of these General Terms or arising upon default under these General Terms shall be in writing and signed by Yuuki.
- 8.9. Rights of Third Parties - A person or entity who is not a party to these General Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore or other similar laws to enforce any of these General Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. Our right to vary these General Terms may be exercised without the consent of any person or entity who is not a party to these General Terms. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of these General Terms.
- 8.10. No Internet access - You agree and acknowledge that these General Terms, the Website do not include the provision of Internet access or other telecommunication services by Yuuki. Any Internet access or telecommunications services (such as mobile data connectivity) required by

you to access and use the Website shall be your sole responsibility and shall be separately obtained by you, at your own cost, from the appropriate telecommunications or internet access service provider.