

## Terms and Conditions for Business Accounts

### 1. Definitions and Interpretations

- 1.1. "ByRSVP" refers to the ByRSVP web site hosted at <http://byrsvp.com/> and <https://byrsvp.com/>, its services, operations, information databases and all hardware and software that comprise the ByRSVP service.
- 1.2. "TF" refers to Thinking Farm Pte. Ltd., a business entity incorporated in the Republic of Singapore, and which owns, manages and operates ByRSVP.
- 1.3. "Services" mean the services provided by TF under the ByRSVP name.
- 1.4. "User Account" are accounts on the ByRSVP web site which are associated with individual persons whom are identified by their email address or email addresses and authenticated using a password which shall be safeguarded by the respective individual persons.
- 1.5. "Business Account" is a contractual relationship between TF and each Customer, as defined hereinafter, established for TF to provide Services to the Customer, and through which Customer or its authorized representatives shall conduct its business or other transactions with ByRSVP on the ByRSVP web site.
- 1.6. "Agreement" means the completed Business Account application form, its attachments (if any), and the Terms and Conditions herein as from time to time amended, modified or varied by TF.
- 1.7. "Customers" refer to the persons whose applications to enter into this Agreement are accepted by TF.
- 1.8. "Service Credits" mean the units of entitlements that allow Customers to use or consume usage-based Services offered by TF under the ByRSVP name. "Credit Dollars" mean the monetary credit account maintained in ByRSVP records which Customers may use to consume Goods and Services offered by TF under the ByRSVP name. "Credits" is a generalized term which may refer to Service Credits and/or Credit Dollars.
- 1.9. "Unsolicited Bulk Messages" are defined as any messages in any form, including email messages, SMS text messages and MMS multimedia messages, sent to recipients who do not expect to receive such messages, or where such recipients do not have any pre-existing relationship with the sender.

### 2. General Terms

- 2.1. Words importing the singular shall include the plural and vice versa, and words importing one gender shall include the other gender.
- 2.2. The clause headings herein are used for convenience of reference only and shall have no substantive meaning.

### 3. Customer Obligations

- 3.1. Customer undertakes to comply with and shall not contravene all applicable laws, regulations and directives of the Republic of Singapore relating to the Service including without limitation the Broadcasting and Television Act, Common Gaming Houses Act, Computer Misuse Act, Copyright Act, Films Act, Indecent Advertisements Act, Maintenance of Religious Harmony Act, Official Secrets Act, Penal Code, Public Entertainment Act, and the Undesirable Publications Act, as well as any policies, directives and guidelines set by the Infocomm Development Authority of Singapore and the Singapore Broadcasting Authority.
- 3.2. Where it is a corporation, Customer shall not allow any person other than its authorized

persons to use the Service.

- 3.3. Customer shall not use the Service for any unlawful purpose, including without limitation criminal purposes.
  - 3.4. Customer shall not use the Service to send or receive any message that is offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene or menacing nature.
  - 3.5. Customer shall not infringe any intellectual property rights of any person or entity or retain information in any computer system or otherwise with an intention to do so.
  - 3.6. Customer shall not share the Service with any person or corporation without the prior written approval of TF and shall use the Service only for the purpose for which it is subscribed.
  - 3.7. Customer shall be solely responsible, and TF shall not be liable in any manner whatsoever, for ensuring that in using the Service, all applicable laws, rules and regulations and all the terms prescribed by any telecommunications service provider, the Singapore Broadcasting Authority and Infocomm Development Authority of Singapore for the use of any telecommunications systems, service or equipment and content published on the Internet shall be at all times complied with.
  - 3.8. Customer shall be responsible for obtaining and maintaining all Internet access, computer hardware and software and other equipment needed for access to and use of TF Services and the ByRSVP web site.
  - 3.9. Customer shall be responsible for obtaining and maintaining all Email accounts, including Internet access, computer hardware and software and other equipment, needed to use the Email accounts, so that TF may communicate with the Customer via the email address or email addresses provided on the Business Account application form, or such email address or email addresses as Customer may update and notify TF from time to time.
  - 3.10. Customer shall appoint a Billing Contact as specified in the Business Account application form, or such persons as Customer may update and notify TF from time to time, whom shall be empowered by the Customer to act on its behalf on all matters concerning payments, invoicing and purchasing, and whom TF shall communicate with on such matters.
  - 3.11. Customer shall appoint an Administrative Contact as specified in the Business Account application form, or such persons as Customer may update and notify TF from time to time, whom shall be empowered by the Customer to act on its behalf on all administrative, legal and general matters, and whom TF shall communicate with on such matters.
4. Access and Use of ByRSVP Web Site
- 4.1. Customer or its authorized representatives shall access ByRSVP web site by logging on using a User Account that belongs to Customer or its authorized representatives.
  - 4.2. Customer shall ensure that access to its Business Account is properly configured so that:
    - 4.2.1. (where Customer is a person) only Customer himself or his authorized representative is granted appropriate access to use and to act on behalf of Customer through the said Business Account;
    - 4.2.2. (where Customer is a corporation) only its authorized representative is granted appropriate access to use and to act on behalf of Customer through the said Business Account.
  - 4.3. When a User Account is granted access to more than one Business Account, Customer shall ensure that the authorized person of the said User Account shall select the correct Business

Account in his access to, and conduct of transactions and business on, the ByRSVP web site on behalf of the Customer.

- 4.4. Customer accepts and agrees that User Accounts that have been granted access to their Business Account have been authorized to act on behalf of Customer in the manner so granted in their Business Account configuration.
  - 4.5. Customer accepts and agrees that the User Account that makes the Business Account application and/or so named on the Business Account application form shall be granted access to the Business Account and is authorized to act on behalf of Customer in any manner in respect of this Agreement and the Business Account, unless and until Customer so notifies in writing to TF from time to time.
5. Goods and Services Procurement
- 5.1. Chargeable ByRSVP Services are provided through the procurement of Service Credits and/or Credit Dollars, which are deducted as and when such Services are used or consumed.
  - 5.2. Customer shall procure Service Credits and Credit Dollars by:
    - 5.2.1. selecting and confirming items through an online shopping system on the ByRSVP web site;
    - 5.2.2. requesting a sales quotation from ByRSVP and issuing a written purchase order based on the provided sales quotation.
  - 5.3. Customer agrees and accepts that confirmation through the online shopping system on the ByRSVP web site shall be equivalent to a written authorization by the Customer to purchase the specified goods or services.
  - 5.4. Unless otherwise arranged and agreed to by TF, Services are rendered only after payment has been received by TF.
6. Payment
- 6.1. TF shall invoice Customers for all goods and services procured (including Service Credits and Credit Dollars), and all invoices shall state the total sum of monies due and, where applicable, the due date for the monies to be received by TF.
  - 6.2. For purchases confirmed through a written purchase order, TF shall deliver invoices to Customer by email.
  - 6.3. TF shall make all invoices available to Customer on the ByRSVP web site, and through any other medium or delivery method as may be determined by TF from time to time.
  - 6.4. Customer shall pay all monies due to TF through its designated Internet payment processor PayPal, or by way of bank cheque as specified on invoice, or other methods as may be arranged by prior agreement in writing with TF.
  - 6.5. When payment is made through PayPal, TF's designated Internet payment processor:
    - 6.5.1. TF shall be entitled to charge an administrative fee of S\$30 or any other sum or impose any penalty as may be determined and notified by TF from time to time on any and all payments that reversed, nullified, or fail to clear for any reason whatsoever.
    - 6.5.2. TF shall consider that no payment has been made if any PayPal payment transaction fails to clear for any reason whatsoever.
  - 6.6. When payment is made by cheques:



- 6.6.1. Cheques shall not be post-dated;
  - 6.6.2. Cheques shall be crossed "A/C Payee Only" and made payable to "Thinking Farm Pte. Ltd." or as specified on the invoice;
  - 6.6.3. Customer shall clearly indicate on the back of the cheque the invoice for which the said cheque is made out for;
  - 6.6.4. TF shall be entitled to charge an administrative fee of S\$50 or any other sum or impose any penalty as may be determined and notified by TF from time to time on any and all cheques that fail to clear for any reason whatsoever;
  - 6.6.5. TF shall consider that no payment has been made if any cheque fails to clear for any reason whatsoever.
- 6.7. Customers shall pay each and all invoices in full, and payment for each invoice shall not be split into multiple or separate payments.
- 6.8. Overdue Payments
- 6.8.1. In the event that Customer fails to pay any sum by its due date, TF reserves its right to charge Customer a reminder fee at such rate as TF may notify the Customer from time to time.
  - 6.8.2. In the event that Customer fails to pay any sum by its due date, TF shall be entitled to charge Customer interest at the rate of 12% per annum on the sum due or at such rate as TF may notify the Customer from time to time.
- 6.9. Payment Disputes
- 6.9.1. Customer shall notify TF in writing within fourteen (14) days of the date of invoice if it believes that any charge or item on the invoice is incorrect, and shall set out the reasons for the dispute and the exact amount disputed.
  - 6.9.2. TF and Customer shall use their best efforts to resolve the dispute notified within twenty-eight (28) days from the date on which the dispute was first notified to TF.
  - 6.9.3. When an invoice is in dispute, Customer shall not be required to pay the monies due in the disputed invoice, pending resolution of the dispute, provided Customer notifies TF of the disputed invoice before the due date.
  - 6.9.4. If the dispute is resolved in TF's favour, Customer shall pay the previously disputed invoices within such time as stated in the respective invoices, or fourteen (14) days from the date of resolution of the dispute, whichever is later, and TF shall be entitled to recover from Customer interest at the rate of 12% per annum on such previously disputed invoices.
7. Termination
- 7.1. Customer may terminate this Agreement at any time by giving fourteen (14) days' prior notice in writing to TF.
  - 7.2. TF may terminate this Agreement with immediate effect:
    - 7.2.1. if in the sole opinion of TF, Customer has breached any of the terms or conditions of this Agreement, and Customer has not rectified the said breach within fourteen (14) days from written notification by TF, stating the nature of the breach and that failure to rectify such breach shall entitle TF to terminate this Agreement;
    - 7.2.2. if TF is acting in compliance with a requirement of any relevant regulatory authority or



law enforcement body;

7.2.3. (where Customer is a person) if Customer dies;

7.2.4. (where Customer is a corporation) if Customer ceases to carry on its business; or

7.2.5. if in the opinion of TF, Customer is likely to create imminent harm (such as but not limited to interruption, disruption or congestion) to TF's systems or to defraud TF.

7.3. In the event that Customer chooses to terminate this Agreement, or if TF terminates this Agreement pursuant to Clause 7.2 and its sub-clauses above, Customer agrees to forfeit and TF is entitled to retain all advance payments from Customer (including all Credits).

7.4. In the event that TF intends to discontinue operations or any particular service, TF shall give reasonable written notice to all affected Customers and where a Customer has made advance payment (including Service Credits), TF will refund to Customer a proportionate or applicable share of the said advance payment.

## 8. Unsolicited Bulk Messages

8.1. Customers shall not use the Services for sending of unsolicited bulk messages except where specifically permitted by the Services.

8.2. Where specifically permitted by the Services, Customers shall indicate and mark Unsolicited Bulk Messages as such so that TF may render applicable services for such messages.

8.3. Customers who receive information or has reasonable knowledge to believe that a message recipient does not want to receive Unsolicited Bulk Messages from them shall promptly cease to use the Services to send the said recipient such messages.

8.4. TF shall be entitled to omit to transmit Unsolicited Bulk Messages to any recipient if TF comes into knowledge that the said recipient does not want to receive such messages from any specific Customer or all Customers without giving notice to Customer.

## 9. Disclaimer

9.1. TF makes no warranty in respect of any software provided to Customer, and shall not be liable to Customer for any cost, claims, liabilities, expenses, demand or damages whatsoever (including any loss of profits, lost savings or incidental or consequential damages), arising out of Customer's use of or inability to use such software, even if TF has been advised of the possibility of such damages, or for any claim by any person whatsoever.

9.2. Any condition or warranty which may be implied or incorporated within this Agreement by reason of statute or common law or otherwise (including warranties as to satisfactory quality and fitness for purpose) is hereby expressly excluded.

9.3. While every care is taken by TF in the provision of the Service, TF shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents, security, accuracy or quality of information available, received or transmitted through the Service.

9.4. TF shall not be liable for any loss (whether direct, indirect, incidental, special, or consequential) or damages sustained by reason of Customer's use or inability to use the Service or any disclosure (inadvertent or otherwise) of any information concerning Customer's account and particulars or for any error, omission or inaccuracy with respect to any information so disclosed.

9.5. No advice or information, whether oral or written, obtained by Customer from TF or through the Service shall create any warranty not expressly made herein.

## 10. General Legal Terms

### 10.1. Indemnity

10.1.1. Customer shall indemnify and hold TF harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs incurred by TF in defending such claims, actions or proceedings on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever including without limitation claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses howsoever arising which TF may sustain, incur, suffer or pay arising out of, in connection with or pursuant to this Agreement or the use of Customer's account whether authorised or not authorized or the use of the Service by Customer or any act or omission of Customer thereof.

### 10.2. Variations and Waivers

- 10.2.1. TF reserves the right to amend the Terms and Conditions contained herein at any time upon written notice (in such form as may be determined by TF) to Customer.
- 10.2.2. Customer agrees that notice via email to the Customer's administrative contact or by the posting on the ByRSVP website shall be deemed to be sufficient written notice for the purposes of this clause.
- 10.2.3. Without limitation to the generality of the foregoing, any provision of this Agreement may be varied, supplemented or amended only if TF so agrees in writing. Any provision of this Agreement may be waived only if TF so agrees in writing provided that such waiver may be given subject to conditions thought fit by TF and shall be effective only in the instance and for the purpose for which it is given.
- 10.2.4. No failure on the part of TF to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right of remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

### 10.3. Assignments

10.3.1. The rights and obligations under this Agreement shall not be capable of assignment by Customer without the prior written consent of TF, but subject thereto, shall be binding on and inure for the benefit of his or its successors and permitted assigns.

### 10.4. Force Majeure

- 10.4.1. TF shall not have any liability for any delay or default in the performance of its obligations under this Agreement caused by circumstances beyond its control and without the fault or negligence of TF including but not restricted to acts of God, acts of the public, enemy, decrees or restraints by governmental authorities, strikes, war, riots, insurrections, civil commotion and other causes of such nature.
- 10.4.2. In any of the events mentioned above, TF shall for the duration of such event, be relieved of any such obligation under this Agreement as is affected by the said event.

### 10.5. Governing Law and Jurisdiction

10.5.1. This Agreement is governed by, and construed in accordance with, the laws of the Republic of Singapore and each of Customer and TF hereby submits to the exclusive jurisdiction of the Singapore courts.

10.6. Severability

10.6.1. If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed to the fullest extent allowed by law so as to render the provision valid and enforceable, and if no such construction is possible, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect and the parties to this Agreement shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

10.7. Legal Costs

10.7.1. Without prejudice to any of the other provisions of this Agreement and to any other rights and remedies which TF may possess, Customer shall at all times be liable for and shall indemnify TF against all costs and expenses (including legal costs on a full indemnity basis) which TF may sustain, incur, suffer or pay in protecting or enforcing any rights under this Agreement (including but not limited to Customer's failure to pay fees when due).

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