

**1. Defined Terms**

1.1 The defined terms in this Agreement shall have the meaning ascribed to them as:

“Business Day” means any day except eve of public holidays, public holidays and Sundays;

“Business Hours” means the working hours of a Business Day being 9am to 6pm Monday to Friday;

“Customer” means the enterprise that contracts with Kloutricity for the provision of the Service;

“End User” means the person employed by the Customer assigned a phone number and a plan for the Service.;

“EUT” means any end user terms, including any end user licence agreement;

“Force Majeure Event” means any event or occurrence which prevents or delays Kloutricity from performing any or all of its obligations under this Agreement and which arises directly from, or is directly attributable to acts, events, omissions or accidents which are unforeseeable and beyond the reasonable control of the Party so prevented or affected and may include acts of God, governmental act, war, fire, flood, explosion or civil commotion;

“Order Form” means the form provided by Kloutricity for use by Customer to subscribe for the Service;

“Provision of Service” means the process from the order confirmation to the enabling of the Service on the RFS date;

“RFS date” means the request for service date referred to in the Order Form and any amendment of the same;

“Service” means a suite of multi-tenanted telecommunications service that provides call handling capabilities to enterprise users in the transmitting of voice, fax, messaging, and/or video content primarily for an enterprise’s intra/inter-corporate communications via Kloutricity’s infrastructure;

“Term” means the Initial Contract Term and any renewal or amendment of the same;

“Work” means any work the Customer request Kloutricity to perform in relation to the Service;

1.2 The headings or titles to the Clauses in these Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms and Conditions.

**2. The Service**

2.1 The Customer must be a Singapore registered business entity with a legally valid business address in Singapore at premises owned or legally occupied by way of a lease or license to occupy by the Customer.

2.2 The Service is a suite of multi-tenanted telecommunications service that provides call handling capabilities to enterprise users in the transmitting of voice, fax, messaging, and/or video content primarily for an enterprise’s intra/inter-corporate communications via Kloutricity’s infrastructure.

2.3 The service may be used via:  
i) Physical desktop phones;  
ii) Personal Computers (PCs); and  
iii) Smartphones and laptops on an Android or iPhone OS platform.

2.4 The key personnel to be provided by the Customer includes:  
Single Point of Contact or Administrator or Authorised Officer who is named by the Customer to be responsible for:  
i) Being the single point of contact on behalf of the Customer for all matters pertaining to the Service;  
ii) Kloutricity to contact for technical setup, testing and maintenance of the Service;  
iii) Providing information and access to Equipment for the provision and maintenance of the service to the Customer; and  
iv) Endorsing in writing requests for the Service to be activated / de-activated / amended, re-configured etc.

2.5 The Service commencement date is always referred to as the RFS date.

2.6 The Service requires a well-configured, enterprise-grade IP network or connection that is to be provided by the Customer. A lesser network or connection may result in partial or complete unavailability, interruption or underperformance of the Service.

2.7 The Customer shall be responsible and liable for procuring, obtaining and maintaining in the Customer's name and at the Customer's expense all Equipment, licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the use of the Service. Such Equipment shall meet the specifications required as defined by Kloutricity.

2.8 Compatible brands and models of phones for use with the Service are determined by Kloutricity.

- 2.9 The Customer shall ensure that any and all Equipment which is installed, connected to or used in conjunction with the Service are at all times compatible and are able to properly function and operate with all other equipment and software installed, connected to or used for the relevant purpose;
- 2.10 The Customer shall procure and provide necessary facilities and resources necessary (including power points, electricity, and appropriate access, licence).
- 2.11 The Customer shall not carry out or permit to be carried out any modifications to any Kloutricity Software.
- 2.12 The Customer shall not permit any person other than the Customer's End Users to utilise the Service.
- 2.13 The Customer shall not take any action or file any claim or complaint against Kloutricity where the Service is suspended, interrupted or ceased in the event a security breach is detected or suspected by Kloutricity.
- 2.14 Any permission or consent by Kloutricity with respect to the use of the Service by any Customer's End User shall not in any way relieve the Customer from any obligations under the Customer Agreement and shall not constitute or create any contractual relationship between Kloutricity and the Customer or impose any obligation on Kloutricity to such Customer. The Customer shall at all times assume responsibility and liability to Kloutricity for the conduct or default of any Customer's End User.
- 2.15 Kloutricity may, and the Customer shall permit Kloutricity to, at any time change or upgrade any telecommunications equipment or other equipment, system, software or network maintained or operated by Kloutricity. In addition, the Customer shall change, upgrade, acquire and/or install all such equipment or software that may be necessary, at Customer's expense, in order to continue to enjoy or utilise the Service or Kloutricity Equipment.
- 2.16 Without prejudice to Clause 18, Kloutricity does not represent, warrant, guarantee or assume any responsibility for the quality of the Service and shall not be liable for any loss or damage which may be caused by the loss of any voice or data at any stage of the transmission, whether in progress or completed.

### **3. Fees and Charges**

- 3.1 Voice traffic for intra-corporate calls between End Users of the Customer will be charge at Kloutricity's prescribed rates.
- 3.2 Voice traffic for other calls are charged according to Kloutricity's prevailing local voice rates. The voice traffic rated will be rounded up by blocks of 1 minute and is dependent on the period the voice call occurs (such as peak and off-peak days and hours).
- 3.3 Fees and Charges may include signed up plans (mandatory), usage of data or voice, connection charges, usage-based charges, content provided with the Service, number reservation, disconnection, reconnection, and number port-in, and other charges.
- 3.4 Variation in fees and charges may be due to peak and non-peak periods, origin and destination of the call, customer rates where applicable, voice call or data call, volume of calls, applicable rebates or discounts specific to customer if applicable, and other factors.
- 3.5 Customers on a Term are not entitled to revision benefits made to Fees and Charges of the Service that are revised during the Term. Where Service is automatically renewed after the Term, the Service is subjected to the same fees and charges applied during the Term.

### **4. Duration of Service**

- 4.1 The Service shall commence within a minimum of 7 working days or on the RFS date as specified on the Order Form in agreement with Kloutricity, whichever is later.
- 4.2 The initial Term is at a minimum of 24 months by default, or such other periods as agreed in the Order Form but may not be shorter than 12 months.
- 4.3 The Service continues in successive periods after the Initial Contract Term unless terminated with fees and charges in accordance with Clauses 13.2 and 13.3.

### **5. Service Limitations**

- 5.1 Customer acknowledges that service availability is subject to:
- i) Availability of a suitable network infrastructure at the time at which the Service is requested or delivered;
  - ii) Geographic and technical capability of the Kloutricity system and Kloutricity's delivery systems at the time at which the Service is requested or delivered;
  - iii) Scheduled Maintenance of the Kloutricity's infrastructure.
- 5.2 Kloutricity is not responsible where
- i) Customer-provided equipment that connects to the service does not meet and perform according to the technical specifications specified by Kloutricity;
  - ii) For any connection issues and disruptions arising from user's devices not being compatible with service; and

- iii) Any unavailability, interruption, or underperformance of the Services as a result of or caused in part by Customer's IP network or connection where such IP network is part of the Service being provided.

5.3 The Customer must

- i) Procure and maintain at its own expense any equipment or software needed to implement, receive and use the Service, where applicable;
- ii) Ensure that any terms and conditions of use of the service are complied with by any person that the Customer permits or allows to use the Service;
- iii) Responsible to monitor internet bandwidth utilization and upgrade to higher bandwidth if required to ensure the availability of the Service.
- iv) Take necessary measures (including changing the Customer's password from time to time) to protect the secrecy and security of the Customer's User ID and the password issued to or used by the Customer in connection with the service, and shall not divulge the same to any other party(s).
- v) Immediately notify Kloutricity, in writing, of any unauthorized use of the Customer's account, User ID, password or of any other breach of security known to the Customer; and
- vi) Obtain Kloutricity's written approval before using any software (besides Kloutricity's software) in connection with the Service.

5.4 Kloutricity reserves the right to charge Customer a fee at Kloutricity's prevailing rate if the Customer reports a fault and no fault is found or the fault is not with Kloutricity network or equipment, or the fault is due to unauthorized use of the Service or a breach of the terms and conditions of Service.

5.5 Customer may purchase additional features or services ancillary to the Service and is bound by these Terms and Conditions in the use of such features or services. Any access to or use of such additional features or services without Kloutricity's written approval is deemed an unauthorized access or use in breach of these Terms and Conditions.

5.6 Kloutricity does not guarantee that the Service is continuous or uninterrupted, and does not represent, warrant, guarantee or assume any responsibility for the quality of the Service and shall not be liable for any loss or damage which may be caused by the loss of any voice or data at any stage of the transmission, whether in progress or completed.

5.7 Kloutricity will not be liable for any loss, damage, claims or costs incurred during, or arising from or in connection with the uploading or inputting of material into the Service, the receipt or delivery of any voicemails, the content, quality or performance of such material or voicemails, nor for Kloutricity's compliance with the above requests.

5.8 If the Customer acquires the Service for use as a transmission medium to which it will or has added other inputs for the supply of its own services to its own end users, then the Service shall be considered a Transparent Input Service. The Customer shall not, in connection with any Transparent Input Service:

- i) Represent or imply that the Customer is the owner or original supplier of the Transparent Input Service; or
- ii) Use Kloutricity's brand, name, logo, trademarks, service marks (whether registered or not) or the fact that the Customer's services are provided using Kloutricity services, in promoting or supplying the Customer's service, except with the written consent of Kloutricity.

5.9 The Service provided by Kloutricity may not be re-sold or re-provided by the Customer to any other person(s) whomsoever except as a Transparent Input Service. In the event that the Customer desires to re-sell or re-provide the Service (other than as a Transparent Input Service) the Customer and Kloutricity shall enter into a separately negotiated agreement prescribed with the terms and conditions for such a purpose.

5.10 Scheduled Maintenance shall mean any maintenance on Kloutricity System for the Service (a) of which Customer is notified 48 hours in advance, and (b) that is performed during a standard maintenance window on 2nd or alternative Saturday of each month from 3 AM to 6 AM local time. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by Kloutricity (telephone, message, email or fax).

**6. Service Provision**

6.1 Kloutricity shall charge for all Work at the then prevailing rates.

6.2 Surcharges apply for Work requested to be carried out outside Business Hours.

6.3 The RFS Date is made in agreement between Kloutricity and Customer in accordance to Clause 2.5.

6.4 If Kloutricity is unable to complete all or any of the Work on or before the RFS Date, Kloutricity will inform the Customer and advise at the soonest possible the revised RFS Date.

6.5 The Customer will have no claim against Kloutricity, and Kloutricity shall have no liability in contract, at law or in equity, for failure to complete the Work by the RFS Date.

6.6 If a Customer wishes to revise the RFS Date, the Customer must inform Kloutricity at least 5 working days in advance, or otherwise a cancellation fee applies.

6.7 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at Kloutricity's then prevailing rate.

6.8 If the Customer requests for service activation earlier than the normal provision timeframe, express charges, where applicable, shall apply.

## **7. Billing, Payment Terms, Interest and Taxes**

7.1 The Customer shall only be charged Fees and Charges in respect of the Services that it has applied or subscribed for or has utilised.

7.2 All Bills may be despatched by Kloutricity to the Customer to the registered address of the Customer, or otherwise the address as stipulated by the Customer, or otherwise where Kloutricity makes available a Customer Portal with a Billing function, through the Customer Portal.

7.3 The Customer shall, no later than 7 days after the date that such Bill is deemed to have been received pursuant to Clause 7.2, by the Customer, promptly check and verify the accuracy of each Bill, and shall notify Kloutricity in writing of any error or inaccuracy stated therein. The Customer shall promptly provide Kloutricity with all information and assistance reasonably requested by Kloutricity to investigate and verify any such assertion of the Customer. The Customer shall not withhold payment of the other undisputed amounts in the invoice. In the event the Customer withholds the payment of the amount that is undisputed, Kloutricity shall be entitled to charge an interest of 1.5 per cent per month on this undisputed amount that is overdue or payable to Kloutricity which the Customer has withheld payment.

7.4 The Customer shall promptly pay Kloutricity all the Fees and Charges and any other sums due or payable with respect to the Services:

- i) in accordance with the Billing and Payment Terms and without any set off, counterclaim, deduction or withholding whatsoever; and

- ii) in any case, immediately upon the demand of Kloutricity,

- a. where the Service is terminated either by Kloutricity or the Customer; or

- b. where the usage of the Service by the Customer as indicated by the charges incurred is significantly greater than the Customer's average use.

7.5 The Customer shall bear and pay all applicable Taxes.

7.6 Kloutricity is entitled to charge the Customer an interest of 1.5 per cent per month of the Fees and Charges that are unpaid from the date an Invoice becomes overdue until Kloutricity receives payment of the overdue amount.

7.7 Kloutricity may render a Bill in respect of Services monthly or at such other intervals or time after the Services have been rendered as Kloutricity may consider to be appropriate or convenient and subject to any directions issued by the IDA or the MDA and as notified to the Customer, which Bill shall be clear and accurate.

## **8. Third Party Providers**

8.1 The Customer acknowledges and agrees that the Customer may, during the course of or in relation to the Customer's use of a Service, be provided with the opportunity to obtain services from one or more third party service or content providers ("Third Party Providers"). The Customer may purchase from Kloutricity the provision of a service or equipment that originates from a third party, (any such third party, "Third Party"). In any such event, Kloutricity shall transfer to the Customer such warranties as may have been provided by such Third Party(ies) (if any) which Kloutricity determines are capable of transfer to the Customer; and where such Third Party(ies) require an EUT to be signed or accepted before the relevant service or equipment can be provided or utilised, the Customer shall promptly sign or accept such EUT, and Kloutricity shall not have any liability to commence the provision of such service or equipment until the Customer has signed or accepted such EUT.

8.2 The Customer acknowledges and agrees that:

- i) Clause 8.1 constitutes the Customer's sole and exclusive remedy and the Service Provider's sole and exclusive liability in respect of any service or equipment provided by or originating from a Third Party;

- ii) Such Third Party Providers are independent of and not within the control of Kloutricity and Kloutricity shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any matter in relation to any services provided (including the non-provision of services) by any Third Party Provider.

8.3 Kloutricity shall be entitled to debit any Account for any sum which the Customer (or any person using any Service subscribed by or provided to the Customer) had through the use of such Service, agreed to pay to any Third Party Provider, including any fees or charges on a recurring basis, and which Kloutricity or any MediaWeb Group is authorised by Third Party Provider to collect on its behalf, and to pay the sum so debited to such Third Party Provider.

8.4 The Customer agrees that any dispute relating to any sum debited by Kloutricity pursuant to Clause 8.3 shall be resolved between the Customer and Third Party Provider in accordance with any applicable terms and conditions, save that Kloutricity may, in its sole discretion, provide such assistance to the Customer as Kloutricity may deem appropriate.

**9. Service Number**

- 9.1 Customer who has been allocated a number range for the Service by Kloutricity but who chooses not to install the lines immediately, may reserve the allocated telephone number/s at Kloutricity's prevailing rates for reservation.
- 9.2 Kloutricity will use its best efforts to provide a range of numbers that are consistent with the Customer's requests. The Customer acknowledges that the selection of numbers depends on the availability of the requested number range.
- 9.3 The Customer shall not acquire any right or interest in any Service Number notwithstanding the duration for which such Service Number may have been assigned or used by the Customer or any payment which may have been made by the Customer for it.
- 9.4 Kloutricity may at any time terminate the availability of any Service Number or change, re-assign or replace any Service Number without giving any reason therefor.
- 9.5 If the Customer wishes to use the same Service Number to be provided by any person other than Kloutricity, the Customer shall make the appropriate arrangement with such person for that purpose before the Customer terminates the Service. Kloutricity shall not be required to consent or permit any Service Number to be used in connection with any service to be provided by any person other than Kloutricity except in accordance with any agreement between Kloutricity and such person or in accordance with any applicable Law.

**10. End User Licence Agreement**

- 10.1 The Customer acknowledges and agrees that it:
- i) fully understands the importance and the terms of the EULA relating to the Service; and
  - ii) shall ensure that all its End Users agree and enter into the EULA prior to use of the Service.
- 10.2 If and to the extent the Customer becomes aware of any circumstance where an End is in breach of the EULA, it shall promptly inform Kloutricity.

**11. Appointment of a Single Point of Contact (SPOC)**

- 11.1 Provision and use of the Service requires a Customer to appoint a User SPOC/Administrator whose role shall include, but is not limited to:
- i) Approving access to Customer's sites;
  - ii) Approving requests to terminate the Service's access to the LAN infrastructure; and
  - iii) Approving configuration changes to the Service; and
  - iv) Acting as a single point of contact for Kloutricity to consult on the Customer in connection with the Service whenever the need arises.

**12. Suspension**

- 12.1 Kloutricity may suspend or terminate the provision of the Service (including where Kloutricity is discontinuing or discontinues such Service or in the event of any payment default on the part of the Customer) at any time by giving not less than three (3) days' written notice thereof to the Customer and stating its reason(s) for such suspension or termination and, in circumstances which Kloutricity deems appropriate, the means by which the Customer can avoid such suspension or termination.
- 12.2 Without prejudice to Clause 12.1, Kloutricity may suspend or terminate the Service at any time after the occurrence of any of the following events, without giving any prior written notice thereof to the Customer:
- i) any failure, interruption, disruption or congestion of or in any telecommunications network, system or services (whether of Kloutricity or any other person);
  - ii) if, in the opinion of Kloutricity, the Customer, the Customer's End Users or any other person has used, attempted to use or is likely to use the Service subscribed by the Customer (whether with or without the authorisation and/or permission of the Customer) in contravention of any applicable Law or any Customer Agreement or in any manner or in connection with or for the purposes of any activities which would or may cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person;
  - iii) the Customer has breached any material obligation in any agreement with Kloutricity;
  - iv) any resolution is passed by the shareholders of the Customer or any court proceeding is commenced for the bankruptcy, judicial management, winding-up, liquidation of the Customer or the Customer suspends payment of its debts or makes any proposal or offer of arrangement to its creditors with respect to its debts;
- 12.3 The suspension or termination of any Service shall be without prejudice to:
- (i) any other right which Kloutricity may have to suspend or terminate any Service (whether under this Agreement or otherwise); and
  - (ii) the rights of Kloutricity or the obligations of the Customer under any Customer Agreement or any indemnity given by the Customer to Kloutricity thereunder.

12.4 Where the Service has been suspended (whether or not at the Customer's request), the Customer shall continue to pay the Fees and Charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is reconnected or reinstated, all reconnection or reinstatement charges of Kloutricity.

12.5 Kloutricity may, at its absolute discretion and subject to any Customer Agreement relating thereto and any other terms which Kloutricity may impose, reinstate any Service which has been suspended or terminated.

### **13. Termination**

13.1 Subject to the Contract Term, Kloutricity or the Customer may terminate the Service by giving to the other not less than 30 days' prior written notice.

13.2 On termination of the Service, the Customer shall be liable to pay Kloutricity:

- i) where the termination date is the same as or after the expiry date of the Term, the Fees and Charges up to and including the date of termination;
- ii) where the termination date is before the expiry date of the Initial Contract Term, the Fees and Charges up to and including the date of termination.

13.3 In the event that any Service is terminated:

- i) All sums due or accruing due or payable to Kloutricity with respect to the Service and/or the use of any Kloutricity Equipment in relation to the Service up to the date of termination shall become immediately due and payable to Kloutricity;
- ii) the Customer shall immediately return to Kloutricity all Kloutricity Equipment used in relation to that Service in good working condition, fair wear and tear only excepted; and/or
- iii) Kloutricity shall be entitled to charge the Customer the cost incurred by Kloutricity in repossessing or acquiring a replacement of any Kloutricity Equipment which the Customer has failed to return to Kloutricity and/or of acquiring a replacement of any Kloutricity Equipment which is returned to Kloutricity in a damaged or defective condition.

13.4 When the Service is terminated, all other features subscribed in connection with the Service shall also be terminated at the same time.

### **14. Force Majeure**

14.1 Kloutricity shall not be liable to the Customer for any delay or non-performance of its obligations under this Agreement arising as a direct result of an established Force Majeure Event.

### **15. Service Number and Intellectual Property and other Rights**

15.1 The Customer shall not acquire any right or interest in any and all Kloutricity Intellectual Property and all of such property shall remain at all times with Kloutricity or its licensor, as the case may be.

15.2 The Customer shall not use, copy or permit any person to use, copy, recompile, reverse engineer or disseminate any Kloutricity Software, except in such manner as may be prescribed or permitted in writing by Kloutricity and subject to such terms and conditions as Kloutricity may impose and in any case only for the purpose of enabling the Customer to utilise the Service.

15.3 The Customer acknowledges and agrees that Kloutricity does not warrant the nature or content of any materials which the Customer may gain access to, obtain or use as a result of or by means of or in the course of utilising the Service. In particular, Kloutricity does not warrant that such materials will not infringe any person's rights (including intellectual property rights) or contain any viruses, worms, Trojan horses or other malicious code.

15.4 Any end user licensed software from a third-party licensor used or accessed by the Customer for the use of the Service by the Customer shall be governed by the terms of the respective EUT which shall constitute the Customer's sole and exclusive remedy in respect of such end user licensed software.

### **16. Customer Security Policy**

16.1 Customer shall take all necessary measures to protect the security of the Customer's User ID and the password issued or used by the Customer in connection with the Service, including changing the Customer's password from time to time. Kloutricity is not responsible for any loss or damage suffered or incurred by the Customer or any third party due to the wrongful use of the Customer's account or any personal information by any other party.

16.2 Customer shall immediately notify Kloutricity in writing of any unauthorized use of the Customer's account, User ID, password or of any security breach known to the Customer.

16.3 The Customer acknowledges that the Customer Portal is not part of the Service provision but an additional tool provided by Kloutricity for enhancing the Customer satisfaction. Kloutricity does not warrant or guarantee the availability, effectiveness or performance of the Customer Portal supplied.

**17. Customer's Indemnity and Liability**

17.1 The Customer, at its own cost and expense, shall indemnify, defend and hold harmless Kloutricity (and its licensors) and MediaWeb Group, from and against all losses, damages, liabilities, settlements, claims, costs and expenses arising out of or related to any claim, demand, suit, action or proceeding initiated by any person arising out of or relating to the Service or the use thereof or any breach of this Agreement by Customer or Customer's End Users.

17.2 Where the Service subscribed by the Customer is used in conjunction with the marketing, sale or provision of any similar Service to any person or for the purpose of re-selling a similar Service, Kloutricity shall in addition to all its other rights and remedies arising therefrom be entitled to recover from the Customer an amount representing the total amount of all such business and revenue.

**18. Exclusion and Limitation of Liability of Kloutricity**

18.1 Notwithstanding anything contained in this Agreement to the contrary, Kloutricity shall not be liable in any way to any Customer, whether at law, in equity or otherwise, and whether in contract, tort, negligence, misrepresentation, strict liability or statute, for any loss of revenue, profits, business or any economic loss, or any consequential or indirect loss, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently by Kloutricity, its employees, agents and contractors.

18.2 Subject to Clauses 18.1 above, in no event shall Kloutricity's aggregate liability to the Customer exceed the lower of:

- i) The total of the Fees and Charges received by Kloutricity from the Customer under this Agreement for the period of 2 months preceding the date of the breach or damage occurred; or
- ii) SGD 2,000.

**19. Amendments and Changes**

19.1 Kloutricity may from time to time amend or supplement any of the Terms and Conditions of this Customer Agreement and will endeavour to give reasonable notice of such changes. We (or any part of a Customer Agreement) by giving 7 days' notice thereof to the Customer and any such amendment, variation or supplement shall take effect as from the date specified in such notice. Notice may be given through the display of the revised Terms and Conditions on Kloutricity's website, mail by post, electronic mail, Kloutricity's bill to Customer, or such other form as we may deem appropriate. The Customer, by continuing to use the Service, shall be deemed to have accepted the changes and this Agreement as so amended or supplemented.

**20. Confidentiality**

20.1 The Customer must not use (except for the purpose of utilising the Service) or disclose to any person any information (other than information that is or has become publicly available) relating to Kloutricity or any of the Service which is provided by Kloutricity and/or any agents or contractors in connection with the provision of the Service, except to the extent necessary to comply with law, court order or any regulatory authority.

**21. Data Protection**

21.1 In addition to its general obligations to comply with Applicable Law, Kloutricity shall:

- i) comply with all applicable data protection and privacy legislation; and
- ii) process Personal Information strictly in accordance with Applicable Law.

21.2 The Customer acknowledges and agrees that Kloutricity may, as part of providing the Service or carrying out troubleshooting activities for the Service, be provided by the Customer personal data of the Customer as well as personal data of End Users of the Service. The Customer shall be responsible for obtaining necessary consents to release such third party personal data to Kloutricity for the purpose of providing the Service for the Customer. Customer shall indemnify and hold harmless Kloutricity from and against any claims by any third party arising by reason of Kloutricity's use of such data provided by the Customer to carry out the Service.

**22. Assignment**

22.1 The Customer shall not assign, novate, or otherwise transfer all or any of its rights, benefits or obligations under this Agreement without the prior written approval of Kloutricity.

**23. Waivers**

23.1 No failure to exercise on the part of Kloutricity, nor any delay by Kloutricity in exercising, any right, power or remedy under this Agreement shall operate or be deemed a waiver of the same.

**24. Severability and Illegality**

24.1 If any provision of this Agreement is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction then the rest of this Agreement shall still remain in full force and effect.

**25. Third Party Rights**

25.1 Except where expressly provided, this Agreement does not create any rights which are enforceable by any Person who is not a Party to this Agreement.

**26. Notices**

26.1 Without prejudice to Clause 19, notices or other communication given under or in connection with this Agreement by Kloutricity may be sent or despatched to the Customer by delivery, post, email, or any other means deemed appropriate by Kloutricity.

**27. Governing Law and Jurisdiction**

27.1 This Agreement is governed by, and shall be construed in accordance with, the law of Singapore.

27.2 The Parties irrevocably submit to the jurisdiction of the courts of Singapore in relation to any disputes.