

Note: These conditions of sale should be hyperlinked to a box which purchaser should be made to tick before proceeding to payment page.

## **CONDITIONS OF SALE OF DATA AND API**

These conditions ("Conditions") govern the sale by SENTIENT.IO PTE. LTD. (Company Registration Number: 201711912H), a company incorporated in Singapore limited by shares with its registered address at 68 Dedap Road, Tuan Sing Park, Singapore 809472 (Email address: linda@sentient.io) and the purchase by the person ("Purchaser") making the purchase of the data ("Data") and/or access ("API Access" and with the Data collectively "Purchases") to the application programming interfaces ("APIs") , set out in the page ("Purchase Page") to which these Conditions are linked.

### **1 PURCHASE**

- 1.1 The Purchaser agrees to purchase the Data and/or the API Access at the purchase price ("Purchase Price"), set out in the Purchase Page.
- 1.2 Upon receipt of the Purchase Price by Sentient.io, the Purchaser will be provided with:
  - (a) a hyperlink from which the Data may be downloaded; and/or
  - (b) the credentials to be included in the Purchaser's software to call or run the APIs for which API Access is purchased.

### **2 USE OF PURCHASES**

Sentient.io grants to the Purchaser a non-exclusive licence for the use of the Purchases by the Purchaser, or where the Purchaser is a corporation, the Purchaser's employees, for the Purchaser's own internal purposes only. The Purchaser shall not be entitled to on-sell any of the Purchases to a third party.

### **3 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

- 3.1 All confidential information, know-how, patents, copyright, design rights, rights relating to computer software, and any other industrial or intellectual property rights ("Intellectual Property Rights") in the Data, and any other rights, in the Data and the APIs shall belong to Sentient.io and any third party providing part or all of the Data to Sentient.io. (in accordance with the agreement between Sentient.io and the owner of the Third-Party Data).

- 3.2 Sentient.io grants to the Purchaser a non-exclusive licence to use the Data and APIs in accordance with the provisions of these Conditions.

#### **4 REPRESENTATIONS AND WARRANTIES**

- 4.1 Sentient.io warrants that the provision of the Purchaser to the Purchaser and the use of the Purchases by the Purchaser in accordance with these Conditions of, the Purchases will not infringe the Intellectual Property Rights of any third party.
- 4.2 The Purchases are provided by Sentient.io on an “as is” basis and save as provided in condition 4.1 above, Sentient.io makes no representation, undertaking or warranty whatsoever, express or implied, regarding the Purchases, including but not limited to warranties of merchantability and/or fitness for any particular purpose, or their use and operation alone or in combination with other programs.

#### **5 NOTICES**

Any notice to be given by any Party shall be in writing and shall be deemed duly given if delivered personally or sent by e-mail or by prepaid registered post to the addressee at the address or (as the case may be) or e-mail address, in the case of Sentient.io, set out at the beginning of these Conditions and, in the case of the Purchaser, last provided by the Purchaser to Sentient.io. Any notice sent by e-mail shall be deemed given when dispatched subject, in the case of e-mail, to the sender not receiving any indication that the electronic mail message has not been successfully transmitted to or received by the intended recipient, and any notice served by prepaid registered post shall be deemed given 72 hours after posting.

#### **6 MISCELLANEOUS**

- 6.1 The agreement contained in the Purchase Page, together with these Conditions (collectively “Agreement”) shall be binding upon the Parties and their successors and permitted assigns provided that none of the Parties shall be entitled to assign his rights or benefits under these Conditions or purport to transfer any of his duties or obligations hereunder except with the prior consent of all the other parties.
- 6.2 No exercise or failure to exercise or delay in exercising any rights, power of remedy vested in any Party under or pursuant to these Conditions shall constitute a waiver by that Party of that or any other right, power or remedy.
- 6.3 Nothing in these Conditions shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party or otherwise entitle any Party to have authority to bind any other Party for any purpose whatsoever.

- 6.4 The Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes all prior agreements and understandings whether oral or written with respect thereto and no variation of this Deed shall be effective unless reduced to writing and signed by each of the Parties.
- 6.5 A person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of these Conditions.
- 6.6 The rights and remedies contained in these Conditions are cumulative and not exclusive of any rights or remedies provided by law.

## **7 LAW AND JURISDICTION**

This Agreement shall be governed by, and construed in all respects in accordance with the laws of Singapore and the Parties hereby submit to the exclusive jurisdiction of the Singapore courts.