

TERMS OF USE

Acceptance of the Terms of Use

1. Please read these Terms of Use (“**Terms**”) carefully. These Terms govern your access to and use of the products and services of Industory Pte Ltd and/or any subsidiaries, affiliates or related companies of Industory Pte Ltd (“**Industory**”, “**We**”, “**Us**”, “**Our**”) including, without limitation, any mobile applications (the “**Apps**”) of Industory and any related services including notifications, electronic mails (collectively, the “**Services**”) and any information, data, or other content or materials appearing or otherwise made accessible on or through the Services (collectively, the “**Content**”). By accessing or using our Services or Content, you agree to be bound by these Terms and conclude a legally binding contract with us.
2. *If you do not agree to these Terms, please do not download, access or use our Services.*

Changes to Terms of Use

3. We reserve the right, at our sole discretion, to update, revise, supplement and/or modify or update these Terms at any time without ascribing any reasons whatsoever. All changes will become immediately effective upon posting. Users are encouraged to review the Terms periodically for changes. Your continued access to or use of our Services and/or Content after such changes have been posted shall legally bind you to the

amended Terms. It is your sole responsibility to check these Terms regularly for changes.

4. *If you do not agree to the amended Terms, please uninstall and discontinue using our Services.*

Registration

5. You represent and warrant that:-
 - a. if you are registering for the Services as an individual, you are fully capable and competent to enter into and to comply with these Terms; and
 - b. if you are registering for the Services for and on behalf on an entity, that you are authorised to enter into and bind the entity to these Terms.
6. We reserve the right to refuse to offer the Services to any particular person and to change our eligibility criteria at any time without ascribing any reasons whatsoever. You may not create or use any account with us for any person or entity other than yourself except if you are authorised to do so for and on behalf of such person or entity.
7. In order to access any Services offered by us, you must register for an account (“**Account**”) subject to the registration criteria provided therein. Your access and use of the Services shall be at your own discretion and risk and you shall be solely responsible

for safeguarding and maintaining the confidentiality of your Account, including your username and password and all activities in connection with or that occur on or through your Account.

Intellectual Property and Limitations on Use

8. Industory is the owner of all intellectual property (“**IP**”), including but not limited to the source codes, software elements, registered and unregistered trademarks, images and text associated with its mobile applications. Any unauthorised use by you, or any other party, is strictly prohibited.
9. All IP rights in the Content provided by us remains and/or shall be the copyright or intellectual property of either Industory or third parties providing the data (“**Data Providers**”) as the case may be. Any unauthorised use by you, or any other party, is strictly prohibited.
10. You may not use the Services and/or Content for publication, distribution, redistribution, transmission, retransmission, broadcast, reproduction or circulation unless with our written consent.
11. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer, or sell any Content obtained from the Service unless with our written consent.

12. We hereby grant you a personal, limited, worldwide, royalty-free, non-assignable, non-transferable, revocable, non-exclusive licence (without the right to sub-licence) to use the Services and Content for the sole purpose of enabling you to use and enjoy the benefit of the Services in a manner prescribed by the Terms. The licence is subject to the Terms and does not include:-

- a. the distribution, modification or otherwise making any derivative uses of the Services or the Content (or any part thereof);
- b. the use of any scraping, data mining, robots or similar data gathering or extraction methods, downloading (other than page caching) any part of the Services or Content contained therein except as expressly permitted by the Services; and
- c. the use of the Services or Content other than for their intended purposes.

13. You further agree and acknowledge that the Services are always evolving and that the form, nature, features, availability and the limits on the use of the Services may change from time to time without prior notice to you.

User Conduct

14. You agree not to, and will not assist, encourage, or enable others to:-

- a. disassemble, de-compile, reverse engineer, or otherwise attempt to gain access to the source code of the mobile applications;
- b. use any device, software, file, code or routine to disrupt, hinder, abuse or interfere with the security and provision of Service;
- c. upload or transmit any spam, viruses, bugs or other harmful, disruptive, or destructive files or codes that will or may be used in any way that will affect the functionality or operation of the Services;
- d. attempt to obtain unauthorised access to any part of the Services which is restricted from general access;
- e. use any robot, spider, or automatic device, or manual process to monitor or copy any Content without our prior written consent;
- f. take any action that imposes an unreasonable or disproportionate burden on our servers;
- g. use the Services for any purpose that is illegal, unauthorised or beyond the scope of their intended use;
- h. impersonate, bully, intimidate, stalk, harass, abuse, insult, defame, harm or discriminate any person or entity including the other users of the Services or any of our staff or representatives;
- i. falsely imply that a product or service is associated with us or our Services; and

- j. violate these Terms or any laws, rules and regulations applicable to your access to or use of the Services and Content.

15. In the event that you violate any of these Terms or otherwise create risk or possible legal exposure for us, we may, at our sole discretion and in addition to our other rights and remedies, terminate your Account with us and stop providing the Services (or any part thereof) to you.

Privacy

16. Any personal information that you provide to us through our Services is subject to our Privacy Policy which is incorporated into these Terms by reference. Our Privacy Policy governs our collection and use of such information in connection with the Services. By accessing and using the Services, you agree to be bound by the terms of our Privacy Policy.

Third-Party Links

17. Third-party links on our Apps may direct you to Third-Party Sites (“**Third-Party Sites**”) that are not affiliated with us. Our Apps may also feature feeds with content from third-party sources (“**Third-Party Feeds**”). The Third-Party Sites or Feeds are not under the control of Industry and we are not responsible for them.

18. We shall not be liable for any loss, damages, costs or expenses suffered or incurred by you from the access to or use of Third-Party Sites or Feeds. The access to or use of such services and/or content is entirely at your own risk. We only provide links to Third-Party Sites and Third-Party Feeds as a matter of convenience to you, and shall not to be considered as endorsing the linked site or content. In no circumstances shall we be considered to be associated or affiliated with any third-party.
19. Any complaints, claims, concerns, or questions regarding third-party services and/or content should be directed to the third-party.

Disclaimer of Warranties and Liability

20. The Services and Content are provided on an “as is” basis without warranties of any kind. To the fullest extent permitted by law, we do not guarantee, represent or warrant and hereby disclaim all representations, warranties and conditions, whether express or implied, as to the quality, accuracy, correctness, reliability, timeliness, non-infringement, safety or security, title, merchantability or fitness for any particular purpose of the Services or Content.
21. Insofar as permitted by law, we disclaim all warranties, representations and obligations of any type, express or implied, including any warranty of merchantability or satisfactory

quality, any warranty of fitness for a particular purpose, any warranty of continuous services at any particular time, or integrity of data stored or transmitted via the Services, any representation of any kind that this website will be accessible to any particular standard or be free from any bugs, errors or remain unaffected by viruses or other similar features affecting the performance of the Services, and further disclaim any and all liability for negligence and lack of reasonable care.

22. We shall not be liable for any indirect, incidental, special, consequential loss or damage, including but not limited to exemplary or punitive damages, or any loss of business, profits or revenues, whether incurred directly or indirectly, or business interruption, or reputational harm, or any loss of information, data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Services including any Content; (b) the provision of the Services including any Content; or (c) the conduct, actions or omissions of the users of the Services or any businesses, advertisers or other third parties listed or featured on the Services, even if we have been advised of the possibility of such damages. However, nothing in these Terms shall exclude or limit our liability for death or personal injury resulting from our negligence.

23. Your sole and exclusive right and remedy against us in the case of dissatisfaction with the Services or any other grievance shall be your termination and discontinuation of access to or use of the Services.

24. You understand and agree that your access to or use of our Services is predicated upon your waiver of any right to sue us directly or to participate in a class action suit or class-wide arbitration for any loss or damage resulting from your access to or use of our Services.

No Rights of Third Parties

25. No third party shall be entitled to enforce any provisions of these Terms, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise.

Indemnity

26. Without prejudice to any of our other rights and remedies, you agree to indemnify, defend and hold us harmless from and against all losses, damages, claims, charges, expenses and costs (including legal costs on a full indemnity basis) sustained, incurred or suffered by us in relation to or arising out of (a) your access to or use of the Services including any Content; (b) any breach or violation of any of these Terms by you; and/or (c) any infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity.

Termination

27. We reserve the right, at our sole discretion and without notice, to forthwith terminate, suspend, ban, block or prevent your access to or use of the Services (or any part thereof) at any time without ascribing any reasons whatsoever. Such right shall be without prejudice to any of our other rights and remedies.
28. You may terminate your Account and discontinue your access to or use of the Services at any time.
29. All provisions of these Terms which by their nature are intended to survive termination shall remain in full force and effect following the termination of these Terms including, without limitation, the provisions relating to ownership rights, disclaimer of warranties and liability, indemnity, governing law and dispute resolution.

No Waiver of Rights

30. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in us under or pursuant to these Terms shall constitute a waiver by us of that or any other right, power or remedy.

Severability

31. In the event that any provision of these Terms of Service Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent

permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire Agreement

32. These Terms, including, but not limited to, any policies or operating rules incorporated by reference, constitute the entire agreement and understanding between you and us and govern your use of the Services and Content, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

Governing Law and Jurisdiction

33. The parties agree that all access and use of the Services and Content, and the Terms of Use shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.

34. The parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore for the purpose of hearing and determining any dispute arising out of or in connection with this Agreement or its formation or validity and for the purpose of enforcement of any judgment against their respective assets.

Contact Information

35. Any questions about the Terms of Use should be sent to us at info@industory.com.sg.

PRIVACY POLICY

Acceptance of the Privacy Policy

1. Please read this Privacy Policy (“**Privacy Policy**”) carefully. This Privacy Policy is incorporated into our Terms of Use and should be read together. The terms herein governs how personal information provided by you through our Services is collected, stored, used, disclosed and/or processed by Industory Pte Ltd and/or any subsidiaries, affiliates or related companies of Industory Pte Ltd (“**Industory**”, “**We**”, “**Us**”, “**Our**”). By accessing or using our Services or Content, you agree to be bound by the terms of this Privacy Policy which is subjected to our Terms of Use.
2. *If you do not agree to the terms of this Privacy Policy, please do not download, access or use our Services.*

Changes to Privacy Policy

3. We reserve the right, at our sole discretion, to update, revise, supplement and/or modify or update the terms of this Privacy Policy at any time without ascribing any reasons whatsoever. All changes will become immediately effective upon posting. Users are encouraged to review the Terms periodically for changes. Your continued access to or use of our Services and/or Content after such changes have been posted shall legally bind you to the amended terms. It is your sole responsibility to check the terms of this Privacy Policy regularly for changes.

4. *If you do not agree to the amended terms of this Privacy Policy, please uninstall and discontinue using our Services.*

Collection, Storage, Usage, Disclosure and/or Process of Personal Data

5. “Personal Data” is defined under the Singapore Personal Data Protection Act (“**PDPA**”) to mean data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which an organisation has or is likely to have access.
6. Your Personal Data will be collected, stored, used, disclosed and/or processed by us for one or more of the following purposes (collectively, the “**Purposes**”):
- a. to verify, evaluate and/or process of your application for our Services;
 - b. to provide, maintain, develop, test, enhance and personalise our Services to you;
 - c. to respond to enquiries or requests from you and provide customer service;
 - d. to send you information, notices, updates or to otherwise contact you when necessary;
 - e. to diagnose and resolve any problems with the Services;
 - f. to back up our systems and allow for disaster recovery;
 - g. to monitor and analyse user activities and demographic data including trends and usage of the Services;

- h. to provide marketing, advertising and/or promotional information and materials via various modes of communication;
- i. to generate statistics for internal reporting and/or other research and development activities;
- j. to detect or investigate any prohibited, illegal, unauthorised or fraudulent activities; and
- k. to comply with the applicable law of the relevant jurisdiction.

7. We will only share your Personal Data with parties directly related to us (unless otherwise agreed by you) including, without limitation, the following parties:

- a. third parties that require such information as is reasonably necessary to help us provide the Services to you including vendors, advertisers, consultants and advisers of Industry;
- b. third parties that require such information in connection with a corporate merger, consolidation, the sale of substantially all assets or other fundamental corporate change of Industry; and/or
- c. businesses or other entities that we may conduct direct business-to-business sales with.

8. The parties with whom we share your personal information will be under reasonable confidentiality terms not to use your personally identifiable information for any purpose other than as specified in this Privacy Policy. Notwithstanding the foregoing, we do not control and shall not be responsible or

liable in any way for the collection, use and protection of your personal information by any third party and/or that we may conduct direct business-to-business sales with.

Accessing, amending and/or updating Personal Data

9. You may access, amend and/or update the data that you have given by a written notice to info@industory.com.sg.

Withdrawal of Consent

10. If you do not wish for us to collect, use, disclose and/or process your personal data for any of the above Purposes, you may withdraw your consent at any time by a written notice to info@industory.com.sg. However, if your withdrawal results in our inability to provide you with the Services, you will be deemed to have terminated the agreement that you have with us.

Cookies

11. We, and the parties with whom we share your personal information, may use cookies, web beacons and other similar tracking technology in connection with your access to or use of the Services and third party services. Cookies are small data files stored on your computer or mobile device, which may track information about you and your access to and use of the Services. It may be possible for you to disable some but not all cookies through your device or browser settings, but doing so may affect your ability to access or use the Services.

Storage of Personal Data

12. Personal Data collected by us will be stored on servers for a commercially reasonable period of time for analytics, backup, archival or audit purposes.

Security

13. We maintain important safeguards to ensure the security and privacy of personal information collected by us including security measures to protect the loss, misuse or alternation of such information under our control. Notwithstanding the foregoing, while we strive to protect your personal information, we do not guarantee the security or privacy of such information, or that such information will not be accessed, disclosed, altered or destroyed.
14. It shall be your sole responsibility for safeguarding and maintaining the confidentiality of your account with us and checking your privacy settings regularly to ensure the privacy of your personal information.

Third Party Services

15. You may be directed to links to other services of third parties featured on our Services. We do not control and shall not be responsible or liable in any way for the privacy policy of such third parties and their practices. Your access to or use of such third party services is at your own risk and it shall be your sole

responsibility to read the privacy policy of such third parties before providing any personal information to them.