ezyCommerce Programme Pilot Agreement

*This pilot agreement ("**Agreement**") sets out the terms pursuant to which SingPost eCommerce Pte. Ltd. ("**SP eCommerce**") will provide services (the "**Services**") to yourself as part of the pilot phase ("**Pilot Programme**") of SP eCommerce's easy-to-use, cloud-based, eCommerce fulfilment solution built for small and medium businesses (the "**ezyCommerce Programme**"). Further details in respect of the ezyCommerce Programme and related Services are set out at www.ezyCommerce.com.*

Please read the terms and conditions of this Agreement carefully, as by registering for the Pilot Programme, you, as the User, will be legally bound by, and will be deemed to have read and understand all of, the terms and conditions of this Agreement.

If you have registered for the Pilot Programme on behalf of a corporation (or other entity), you hereby represent and warrant that you are an employee, consultant or agent of such entity and have due authority to register for the Pilot Programme, and enter into this Agreement for and on behalf of such entity. If you are below the age of 18 years old, you are not eligible to, and must not, register for the Pilot Programme (whether in your own capacity or on behalf of an entity).

1.   Definitions

1.1.   In this Agreement, the following words and expressions shall have the following meanings, unless the context requires otherwise:

(a)   "**Agreement**" shall have the meaning given at the start of this Agreement;

(b)   "**Confidential Information**" means:

(i)   all information disclosed by SP eCommerce to the User that would be regarded as confidential or proprietary by a reasonable business person (whether in oral, written or other tangible or intangible form), concerning or related to the Pilot Programme, the ezyCommerce Programme, this Agreement or SP eCommerce (whether before, on or after the Effective Date); and/or

(ii)   any User Feedback;

(c)   "**Effective Date**" shall mean the date on which the User registers for the Pilot Programme;

(d)   "**ezyCommerce Account**" shall mean an account created with SP eCommerce as part of the Pilot Programme or ezyCommerce Programme;

(e)   "**ezyCommerce Documentation**" has the meaning given in Clause 8.1;

(f)   "**ezyCommerce Platform**" has the meaning given in Clause 6.1(a)(ii);

(g)   "**ezyCommerce Programme**" shall have the meaning given at the start of this Agreement;

(h)   "**Intellectual Property Rights**" means any and all patent rights, copyrights, moral rights, trademark rights, trade secret rights and any other form of intellectual property

rights recognized in any jurisdiction anywhere in the world, including applications and registrations for any of the foregoing;

(i) "**Online Marketplace**" means any ecommerce website (including websites such as www.ebay.com, but not including the User's own website) on which the User provides product, product pricing and/or inventory information for users of the website to purchase the User's products;

(j) "**Pilot Programme** shall have the meaning given at the start of this Agreement, and shall be deemed to be part of the ezyCommerce Programme;

(k) "**Pilot Programme Evaluations**" has the meaning given in Clause 5.1;

(l) "**Product**" has the meaning given in Clause 4.1(a);

(m) "**Registration Information**" shall have the meaning given in Clause 2.2;

(n) "**Services**" shall have the meaning given at the start of this Agreement;

(o) "**Site**" shall mean the website www.ezyCommerce.com;

(p) "**SP eCommerce Warehouse**" shall mean any warehouse located in Singapore which is designated by SP eCommerce as being a warehouse at which the User's Products are to be inbounded as part of the Pilot Programme;

(q) "**Term**" shall have the meaning given in Clause 3.1;

(r) "**User**" or "**you**" shall be references to yourself (if you have registered for the Pilot Programme in your personal capacity) or if you have registered on behalf of a corporation or other type of entity, that corporation or entity;

(s) "**User Feedback**" means suggestions, comments or other feedback provided by User to SP eCommerce, and the results of any benchmark testing, with respect to the Pilot Programme, ezyCommerce Programme, the Site and the ezyCommerce Platform; and

(t) "**User Property**" shall have the meaning given in Clause 6.1(b).

2.   Pilot Programme

2.1. In order to participate in the Pilot Programme, User shall register with SP eCommerce via the Site at www.ezyCommerce.com and create an ezyCommerce Account.

2.2. As part of the registration and ezyCommerce Account creation process, the User shall provide SP eCommerce with:

(a) accurate, current and complete information about User, as may be prompted by the registration forms via the Site;

(b) information about its Products; and

(c) its credentials or log-in details to any Online Marketplace which the User uses which is compatible with the ezyCommerce Platform, so as to integrate the ezyCommerce Platform with such Online Marketplace for the purposes of the Pilot Programme,

(together, "**Registration Information**").

2.3.   The User agrees to:

   (a)   provide accurate Registration Information

   (b)   maintain and promptly update the Registration Information and any other information User provides to SP eCommerce, and to keep such information accurate, current and complete; and

   (c)   accept all risks of unauthorised access by third parties to the Registration Information and any other information User provides to SP eCommerce as part of the Pilot Programme.

2.4.   The User acknowledges and agrees that access to, and use of, the ezyCommerce Account shall be restricted to the User only.   The User agrees not to share its password(s), ezyCommerce Account information, or ezyCommerce Account access information. The User shall be responsible for maintaining the confidentiality of password(s) and ezyCommerce Account information, and is responsible for all activities that occur under the User's ezyCommerce Account(s) or password(s) or as a result of the User's access to the ezyCommerce Account(s).   The User shall notify SP eCommerce immediately of any unauthorised use of the User's ezyCommerce Account. SP eCommerce shall not be liable for any unauthorised use of the User's ezyCommerce Account.

3.   Term of Pilot Programme

3.1.   This Agreement shall take effect from the Effective Date, and unless otherwise terminated prematurely in accordance with Clause 21, shall continue until:

   (a)   the date falling 60 days after the Effective Date (the "**Term**"); or

   (b)   31 March 2015,

   whichever is earlier.

3.2.   SP eCommerce may, in its sole discretion, elect to extend the Term of the Agreement on the same terms herein for a further period of 30 days, in which case it shall provide written notice to the User informing it of such extension.

4.   Products and Inbounding at SP eCommerce Warehouse

4.1.   In consideration of SP eCommerce providing the Services, the User shall use its best endeavours to (other than as mutually agreed between the parties) during the Term and as part of its participation in the Pilot Programme:

   (a)   create at least five (5) products on the ezyCommerce Platform (each such product which has been created by the User on the ezyCommerce Platform being a "**Product**");

   (b)   use the ezyCommerce Programme to fulfil on-line orders for the Products (where such orders are made on the User's own website or on an Online Marketplace), **subject always** to SP eCommerce not being obliged to deliver outside of Singapore, or to procure order fulfilment for more than 200 units of Products per month;

(c)   for each month during the Term, deliver to SP eCommerce a minimum of four (4) shipments, of no more than 200 units of Products per shipment, for the purposes of inbounding such Products into the SP eCommerce Warehouse, **subject always** to the User not:

   (i)   delivering more than 800 units of Products per month; or

   (ii)   at any time during the Term, storing more than 800 units of Products at the SP eCommerce Warehouse;

(d)   for each month during the Term, not issue more than one stock removal order per month, such stock removal order of which shall not be in relation to more than 250 units of Products; and

(e)   use its best endeavours to use the Pilot Programme for at least five (5) customer returns per month, **subject always** to the number of customer returns per month not exceeding twenty five (25) customer returns per month.

4.2.   In the event that User wishes to:

(a)   use the ezyCommerce Programme for order fulfilment for more than 200 units of Products per month;

(b)   deliver more than 800 units of Products per month for inbounding into the SP eCommerce Warehouse;

(c)   at any time during the Term store more than 800 units of Products at the SP eCommerce Warehouse;

(d)   issue more than one stock removal order per month; or

(e)   issue a stock removal order in relation to more than 250 units of Products,

(together, "**Additional Services**"), SP eCommerce shall be entitled to (in its absolute discretion) either:

   (i)   decline to provide any or all of the Additional Services; and/or

   (ii)   charge the User fees for such Additional Services as SP eCommerce decides to provide to User, at SP eCommerce's prevailing rates at that time. The prevailing rates for each of the Additional Services shall be as set out on the Site (as amended or supplemented from time to time).

4.3.   User acknowledges and agrees that unless SP eCommerce otherwise notifies it in writing or specifically indicates otherwise, it shall be responsible for obtaining and printing its own labels for, and labelling all Products which are inbounded at the SP eCommerce Warehouse(s) under the Pilot Programme.

5.   Evaluation of ezyCommerce Services

5.1.   SP eCommerce will enter into consultations with the User to obtain User Feedback in respect of the Pilot Programme and ezyCommerce Programme ("**Pilot Programme Evaluations**").   SP eCommerce expects (but is not obliged) to conclude all Pilot Programme Evaluations by 31 March 2015.

5.2.   The User agrees to provide reasonable cooperation to SP eCommerce for the purposes of the Pilot Programme Evaluations, and shall (amongst other things):

(a)   test the ezyCommerce Platform on desktops, laptops, tablets and smartphones and provide User Feedback;

(b)   complete a survey and/or interview conducted by SP eCommerce at the end of the Term; and

(c)   spend a minimum of two (2) hours per week during the Term testing the ezyCommerce Platform and ezyCommerce Programme processes in partnership with SP eCommerce's ezyCommerce development team, and to provide User Feedback in relation thereto.

6.   Ownership and Reservation of Rights

6.1.   As between the parties:

(a)   SP eCommerce owns all rights (including Intellectual Property Rights), title and interest in and to:

(i)   the Site;

(ii)   the software (including where applicable application programming interfaces) and the software platforms supporting or related to the Site (together, the "**ezyCommerce Platform**");

(iii)   any ideas, processes, code, technology, software, copyrights, logos, domain names, patents, trade secrets, trademarks, products and materials which are otherwise directly related to the ezyCommerce Programme;

(iv)   the User Feedback (any Intellectual Property Rights in which the User hereby agrees to irrevocably assign by way of present and future assignment to SP eCommerce); and

(v)   the ezyCommerce Documentation; and

(b)   the User owns all rights (including Intellectual Property Rights), title and interest in and to the Registration Information and any other files in relation to its Products which it uploads via the Site as part of the Pilot Programme (together, the "**User Property**").

6.2.   Each party reserves all rights not expressly granted in this Agreement and no licenses are granted by a party to the other party under this Agreement other than as expressly set forth herein.

7.   User Property Uploading and Related Warranties

7.1.   User represents and warrants that for each day of the Term:

(a)   it has and will have all requisite ownership, rights and licenses to grant the rights and licenses set forth in this Agreement with respect to the User Property submitted by it via the Site as part of the Pilot Programme;

(b)   none of the User Property infringes, violates or misappropriates, nor will it infringe, violate or misappropriate, any person's Intellectual Property Rights, rights to privacy, rights to publicity or any other third party rights; and

(c)   none of the User Property contains any material or information that violates any applicable law or constitutes harmful code.

8.   ezyCommerce Documentation

8.1.   All written and electronic user's guides, specifications and other documentation related to the Pilot Programme or ezyCommerce Programme which are made available to the User as part of the Pilot Programme ("**ezyCommerce Documentation**"), are made available for the sole purpose of allowing the User to participate in the Pilot Programme and Pilot Programme Evaluations and nothing in this Agreement shall be construed as granting any right to receive any maintenance services, updates, or upgrades from SP eCommerce.

9.   User's Computer and System Requirements

9.1.   The User acknowledges that it must have the following computer and system requirements in order to use the Services:

(a)   a working internet connection;

(b)   a computer that runs on Windows XP (or later), Mac OS Snow Leopard (or later), or Mac OS Yosemite (or later);

(c)   any of the following internet browsers: (i) IE 9 (or later); (ii) Firefox; (iii) Google Chrome; or (iv) Safari;

(d)   a smartphone with a working internet connection for the purposes of participating in the Pilot Programme Evaluations and testing the ezyCommerce Platform in accordance with Clause 5.2. If the User does not possess such a smartphone, it agrees that it will attend at SP eCommerce's offices (the address of which shall be as set out on the Site) as part of the Pilot Programme Evaluations to test the ezyCommerce Platform using a smartphone loaned to it by SP eCommerce for that purpose;

(e)   any inkjet, laser or thermal printer;

(f)   a barcode reader for reading and processing labels; and

(g)   MS Office or freeware which can read and amend .csv and .xls files.

10.   User's General Obligations

10.1. The User agrees that it shall:

(a)   provide all hardware, software, networking and communications capabilities required for its own use of the Site and ezyCommerce Platform;

(b)   participate in the Pilot Programme in accordance with the ezyCommerce Documentation and any other instructions provided by SP eCommerce to User from time to time;

(c)   comply fully with any and all applicable laws, rules and regulations related to the User's participation in the Pilot Programme; and

(d)   without limiting the foregoing, comply at all times with applicable laws, rules and regulations.

11.   Products Eligible for Pilot Programme

11.1.   The User agrees and acknowledges that the following items are not eligible to be Products, and may not under any circumstances be delivered by the User to SP eCommerce for inbounding at an SP eCommerce Warehouse as part of the Pilot Programme:

(a)   any products related to illegal activities or which are prohibited by law in Singapore, the place of origin, or any jurisdictions through which the products may travel;

(b)   products requiring specific licenses to store or distribute in Singapore (or such other jurisdiction into which the User intends to deliver that product). Examples of products with distribution and licensing requirements may include, but shall not be limited to:

(i)   live plants and animals;

(ii)   alcoholic beverages;

(iii)   ammunition & firearms;

(iv)   tobacco;

(v)   prescription pharmaceuticals;

(vi)   explosive or hazardous products;

(vii)   unique or one-of-a-kind materials;

(viii) adult, adult-oriented, or adult-themed products, including any products containing adult-themed packaging or images; and

(ix)   precious metals (gold, silver, etc.).

11.2.   For the following types of Products, the User agrees that it must obtain written approval from SP eCommerce prior to delivering the Product to an SP eCommerce Warehouse as part of the Pilot Programme:

(a)   products with specific transportation restrictions and/or limitations;

(b)   high value products, or restricted monetary equivalents, including:

(i)   products with a replacement value over S$500 per item;

(ii)   cash equivalents (such as bit coin);

(c)   non-conveyable products, including:

(i)   products with any dimension longer than 60 cm;

(ii)   individual products weighing > 32 kg;

(d)   products containing perishables, or liquids of any kind;

(e)   posters or flyers which require rolling or packaging to prevent crushing;

(f)   temperature sensitive products, including products that would be damaged at temperatures below 18 degrees Celsius or above 40 degrees Celsius; and

(g)   any products or product packaging that are susceptible to damage through ordinary handling or extended storage. In particular, User acknowledges sand agrees that all products and product packaging must be able to:

(i)   pass a 4-foot drop test onto a hard surface without the product breaking. A drop test consists of five drops: flat on base, flat on top, flat on longest side, flat on shortest side and on a corner; and

(ii)   withstand a full minute vigorous shaking (FMVS) test without any contents breaking.

11.3.   User agrees that it shall not in any circumstances attempt to inbound an item which is not a Product that has been created on the ezyCommerce Platform, or which is not eligible for inbounding pursuant to this Clause 11.

11.4.   In the event that any items are not eligible for inbounding pursuant to this Clause 11, SP eCommerce shall have the right to reject such items for inbounding. SP eCommerce shall also have the right to reject any Products which are not labelled in accordance with the instructions provided by SP eCommerce at the time of the User's creation of the ezyCommerce Account, as may be amended or supplemented from time to time by SP eCommerce.

12.   SP eCommerce's Obligations

12.1.   SP eCommerce shall, at such time and place as it in its sole discretion deems fit, conduct training for the User on how to use the ezyCommerce Platform and participate effectively in the Pilot Programme.

12.2.   SP eCommerce shall offer the Services described on the Site.

13.   Title and Risk to Inventory

13.1.   The User acknowledges and agrees that SP eCommerce is not the merchant of record and/or the importer or exporter of record for any of the User's Products or any other items which User may inbound into an SP eCommerce Warehouse, and that SP eCommerce shall not be held liable for complying with any of the User's instructions given as part of the Pilot Programme.

13.2.   The User acknowledges and agrees that SP eCommerce does not inspect its products and SP eCommerce does not take responsibility for the business decisions that the User makes and implements through its participation in the Pilot Programme. For example, SP eCommerce cannot control or ensure that a buyer with whom the User does business shall remit payment for goods in accordance with the User's agreement with them.

13.3.   The User acknowledges and agrees that SP eCommerce shall not be responsible for products damaged during the "pick and pack" process in the SP eCommerce Warehouse or

for breakage of products during transit that have been picked and packed by SP eCommerce as part of the Pilot Programme.

14.   Limited Access to Inventory

14.1.   The User acknowledges and agrees that:

(a)   once Products are received by SP eCommerce at the SP eCommerce Warehouse, such products shall be unavailable for inspection, exchange or pickup by the User without a stock removal order (the number of orders of which may be made during the Term of which shall be subject to Clause 4.1(d));

(b)   SP eCommerce can move Products within the SP eCommerce Warehouse and between any warehouse it designates as an SP eCommerce Warehouse without providing the User with prior notice, although if the SP eCommerce Warehouse at which Products are stored changes, SP eCommerce will notify the User of such change as soon as is reasonably practicable; and

(c)   the User is not permitted to visit any SP eCommerce Warehouse, and acknowledges that each SP eCommerce Warehouse is a secured facility and not open to the public.

15.   Confidentiality

15.1.   User shall maintain, during the term of this Agreement and thereafter, in confidence, all Confidential Information, and shall not disclose to a third party or use such Confidential Information except as expressly permitted in this Agreement.

15.2.   User shall use at least the same degree of care in protecting Confidential Information as User uses to protect its own confidential information from unauthorised use or disclosure, but in no event less than reasonable care. Confidential Information shall be used by User solely for the purpose of carrying out User's obligations under this Agreement, and participating in the ezyCommerce Programme.

15.3.   The User agrees and acknowledges that monetary damages are not a sufficient remedy for any breach of this Clause 15 by User, and SP eCommerce shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

15.4.   Notwithstanding any earlier termination or expiry of this Agreement, the obligation to maintain the confidentiality of the Confidential Information provided hereunder shall survive for twenty four (24) months from the Effective Date.

16.   Use of Feedback and Marketing Materials

16.1.   The User agrees that SP eCommerce may use, disclose, reproduce, license and otherwise distribute and exploit any User Feedback in such manner as SP eCommerce sees fit, entirely without obligation or restriction of any kind (whether on account of Intellectual Property Rights or otherwise).

16.2.   Without limiting the effect of Clause 16.1 above, the User acknowledges and agrees that SP eCommerce may disclose in its white papers, advertising or marketing materials, the following information without seeking the User's consent:

(a)   User's identity as a participant in the ezyCommerce Programme (which, for the avoidance of doubt, the Pilot Programme is part of), without making reference to the

User having registered for the Pilot Programme, or having participated in the ezyCommerce Programme by virtue of the Pilot Programme;

(b)   User Feedback, including any testimonials in relation to the ezyCommerce Platform provided by the User to SP eCommerce; and

(c)   case studies or white papers prepared by ezyCommerce based on the User Feedback.

17.   User's Personal Data Obligations

17.1.   User agrees that it shall comply with the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("**PDPA**") and all subsidiary legislation related thereto in respect of its collection, use and/or disclosure of any personal data (as defined in the PDPA) for any purpose related to this Agreement and the Pilot Programme.

18.   Limitation of Liability

18.1.   SP eCommerce shall not be liable to the User in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for:

(a)   any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the User in connection with this Agreement whether during or after the Term. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses; and/or

(b)   any loss or damage suffered or incurred by the User which does not directly arise from loss or damage suffered or incurred by one of the User's customers as a direct result of SP eCommerce breaching any of the terms of this Agreement.

18.2.   Notwithstanding any other provision in this Agreement, the aggregate cumulative liability of SP eCommerce to the User for any and all claims in contract, tort (including negligence) or otherwise whosoever and whatever the cause thereof, arising by reason of or in connection with this Agreement or the Pilot Programme shall be limited to an aggregate amount of S$1,000.

18.3.   SP eCommerce shall not be liable for any loss or damage arising from its failure to perform any of its obligations under this Agreement if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or outbreak of any communicable disease or any other force majeure, fire, flood or any other act of God.

18.4.   The User acknowledges and agrees that given that other than pursuant to Clause 4.2, it will not be paying SP eCommerce any fees for its participation in the Pilot Programme, this Clause 18 is reasonable.

18.5.   Nothing in this Agreement in any way excludes or restricts SP eCommerce's liability for death or personal injury resulting from its negligence.

19.   Indemnification

19.1.   The User shall indemnify, defend, and hold SP eCommerce harmless from and against any and all third-party claims arising from, in connection with, or related in any way, directly or indirectly, to:

(a)   the User's participation in the Pilot Programme, use of the ezyCommerce Platform, the ezyCommerce Documentation, or any other materials furnished by SP eCommerce to the User under this Agreement or as part of the ezyCommerce Programme or Pilot Programme; or

(b)   the User's breach of any of the terms of this Agreement.

20.   Restrictions

20.1.   The User shall not:

(a)   modify, adapt, develop, create any derivative work, reverse engineer, attempt to derive the source code, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Site or the ezyCommerce Platform;

(b)   rent, lease, loan, sell, sublicense, distribute, transmit or otherwise transfer the services or technology in the Site or the ezyCommerce Platform to any third party, or permit its use by any third party other than the User; and

(c)   make any copy of or otherwise reproduce the Site or the ezyCommerce Platform or any portion thereof, except for those copies necessarily made by the server that is running the ezyCommerce Platform or otherwise necessary for use of the ezyCommerce Platform in accordance with the terms of this Agreement.

21.   Termination and Effect of Termination

21.1.   This Agreement shall terminate immediately:

(a)   upon the expiry of the Term; or

(b)   if SP eCommerce provides written notice to the User (in its sole discretion) that it has chosen to terminate the Pilot Programme for all users,

whichever is earlier.

21.2.   Either party may forthwith terminate this Agreement at any time by giving written notice to the other party upon the happening of any of the following events:

(a)   the other party has committed a breach of any of the material obligations on its part to be performed or observed hereunder, and in the case of a breach capable of rectification, shall fail to rectify the same within fourteen (14) days after notice is given to it by the first-mentioned party specifying the breach and requiring such rectification.

For the purposes of this Clause 21.2(a), a breach of a material obligation by the User shall include (but not be limited to) a breach by it of Clauses 2.4 (*Pilot Programme*), 7 (*User Property Uploading and Related Warranties*), 11.1 (*Products Eligible for Pilot Programme*), 15 (*Confidentiality*) or 20 (*Restrictions*)); or

(b)   the other party shall cease to carry on business, be insolvent or be in liquidation (whether voluntary or compulsory) or if a receiving order is made against it or if it makes any composition or arrangements with, or assignment for the benefit of, its creditors or if it shall have a winding-up petition presented against it or have a receiver or a receiver and manager or a judicial manager appointed.

21.3.   SP eCommerce may terminate this Agreement at any time by giving not less than fourteen (14) days' prior written notice to the User.

21.4.   Upon any expiration or termination of this Agreement: (a) all rights and licenses granted to User under this Agreement shall immediately terminate; and (b) the User shall promptly destroy all copies of Confidential Information of SP eCommerce.

21.5.   The termination of this Agreement shall not affect any rights or liabilities of any party which have accrued prior to and including the date of termination.

21.6.   Expiration or termination of this Agreement for whatever reason shall not prejudice the provisions which by their nature must be deemed to survive such termination or expiry, including Clauses 6 (*Ownership and Reservation of Rights*), 8 (*ezyCommerce Documentation*), 13 (*Title and Risk to Inventory*), 15 (*Confidentiality*), 16 (*Use of Feedback and Marketing Materials*), 18 (*Limitation of Liability*), 19 (*Indemnification*), 20 (*Restrictions*), 21 (*Termination and Effect of Termination*) and 22 (*General Provisions*).

22.   General Provisions

22.1.   SP eCommerce shall have the right to assign or transfer (by way of novation or otherwise) all or part of its rights or obligations under this Agreement. The User may not assign or transfer (by way of novation or otherwise) all or part of its rights or obligations under this Agreement.

22.2.   A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of the Republic of Singapore to enforce any term of this Agreement.

22.3.   If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22.4.   The relationship of the parties shall be solely that of independent contractors. Nothing in this Agreement shall be deemed to constitute, create or give effect to or otherwise recognise a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorising either party to act as an agent or representative of the other party.

22.5.   This Agreement incorporates the entire understanding reached between the parties hereto and shall supersede all prior understandings, discussions, arrangements and agreements on the same subject matter.

22.6.   This Agreement shall be subject to and construed in accordance with the laws of the Republic of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. Nothing in this clause shall limit the right of SP eCommerce to take proceedings against the User in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude SP eCommerce from taking proceedings in any other jurisdictions, whether concurrently or not.

Contact Us

If you have any questions about this Agreement, please contact us at sangeethar@singpost.com.