

No.

1. Acceptance

1.1 Welcome to Aby. PLEASE READ THESE TERMS (AS DEFINED BELOW) CAREFULLY BEFORE USING ABY. IF IN DOUBT, PLEASE SEEK PROFESSIONAL ADVICE. YOU CONFIRM AND AGREE THAT THESE TERMS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ABY. IF YOU DO NOT ACCEPT THESE TERMS (OR ANY PART THEREOF), PLEASE DO NOT USE ABY AND DO NOT APPLY FOR OR USE ANY OF THE PRODUCTS AND SERVICES OFFERED OR PROVIDED ON OR VIA ABY. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THESE TERMS AND ANY OTHER TERMS AND CONDITIONS BETWEEN YOU AND ABY IN RELATION TO THE SUBJECT MATTER OF THESE TERMS, THE PROVISIONS OF THESE TERMS SHALL PREVAIL TO THE EXTENT OF SUCH CONFLICT OR INCONSISTENCY.

1.2 You acknowledge and agree that before you are eligible to access and use the APP (including to effect and obtain any Aby Service), you are required to satisfy all the criteria set forth in this clause, as may be amended from time to time by Aby in its sole and absolute discretion, and to have successfully passed all identification checks, due diligence and other checks, screenings and verifications which Aby in its sole and absolute discretion considers necessary.

1.3 You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:

(a) you are of legal age of majority to contract (and in any event, no less than 18 years of age) and are legally capable and permitted to accede to these Terms;

(b) you have been referred by a Sponsor and have a valid mobile number to be able to register an account with Aby;

(c) you shall register for and have in force valid Aby Accounts and shall comply with these Terms and all terms and conditions governing the use of Aby Services, and your access to and use of the App have not been suspended or terminated for any reason whatsoever;

(d) the registration of a Aby account will automatically create a SLIDE account for the user. This SLIDE account will be created to facilitate payments for Aby products and services. The user shall comply with these Terms and all terms and conditions governing the use of SLIDE Services; and

(e) you are not in arrears of any payment due to Aby and its associated companies.

1.4 In the event any of the criteria in Clause 1.3 has not been satisfied or ceases to be satisfied at any time whatsoever, and/or any provision of these Terms is not complied with, and/or you fail to successfully pass any identification check, due diligence and/or other check, screening and/or verification which Aby in its sole and absolute discretion considers necessary, or if at any time, Aby, at its sole and absolute discretion, suspects any fraud in relation to, and/or misuse of Aby Accounts and/or the APP, Aby shall be entitled to suspend or terminate the availability to you of and/or your access to and/or use of your Aby Accounts (in whole or in part), the APP (in whole or in part and/or any Base Service, and/or procure the suspension or termination of the availability to you of and/or your access to and/or use of any other Aby Service by the relevant

1.5 DEFINITIONS AND INTERPRETATION

1.5. In these Terms, the following words and expressions shall have the following meanings:

“APP Content” means all materials, information, tools, contents, hyperlinks, marks and logos contained in or displayed on, and all software and contents which may be downloaded and/or accessed from or are made available through, the APP (and/or any access thereto and/or use thereof), including: all features and functionalities for the time being offered and made available on or via the APP; ii. all advertisements, promotions and offers; iii. all material, information, tools, content, hyperlinks, marks and logos relating to third parties and/or products and/or services owned or provided by third parties; iv. all hypertext links to Third Party Sites; and v. Third Party Content.

“Account ID” means a unique personal identification number, which is created when you sign up for the Aby Application.

“Additional Services” means the products and services offered, provided and made available by the SLIDE Wallet and any third party, which may be effected or obtained by you through the use of the APP, where your ability to obtain any of such products and services is dependent on your entry into and compliance with a separate agreement relating to such Additional Service with the person offering, providing and making available such product or service.

“Appstore” means an online digital media and/or application store, and includes Apple Inc.’s iTunes Store and Google Inc.’s Google Play store.

“Base Services” means the products and services offered, provided and made available by Aby in accordance with these Terms, excluding the Additional Services, which may be effected or obtained by you through the use of the SLIDE Application as long as you have in force a valid SLIDE Balance and your access to and use of the SLIDE Application has not been suspended or terminated for any reason whatsoever.

“CFT” means countering the financing of terrorism.

“Customer Information” means all information which you provide or which is obtained as a result of or in connection with these Terms and/or your access to and/or use of the APP, information which relates to a transaction, information which identifies or which relates to an individual, whether true or not, and information collected, used and/or disclosed as described in the Aby Privacy Policy.

“Force Majeure Event” means any event or circumstances the occurrence and the effect of which Aby is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of Aby.

“Aby” means Aby Pte Ltd (UEN: 202011725E) and its successors.

“Aby Accounts” means accounts that is offered by Aby, through which the holder of such accounts may, inter alia, effect and obtain payment services, subject to Aby terms and conditions; and use for the purposes of showing you the real-time balances, which is capable of being used by you to carry out such transactions as Aby may from time to time specify. Aby Accounts includes but not limited to Aby Credit, Aby Coins and Aby Associate.

“Aby Privacy Policy” means the current version of the privacy policy, the details for which are in clause 15.

“iAPPS” means iAPPS Pte Ltd (UEN:201218376W) and its successors.

“Indemnified Parties” means Aby, the other Aby subsidiaries and each of their respective directors, officers, employees, suppliers, vendors, licensors, agents and representatives.

“Intellectual Property Rights” means patents, trademarks, service marks, trade names, domain names, rights in designs, semiconductor topography rights, database rights of unfair extraction and reutilisation, copyrights (including rights in computer software), rights in know-how and other intellectual or industrial property rights (whether registered or unregistered and including applications for the registration of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

“Losses” means all losses, liabilities, costs, damages (including damages arising from cyber attacks), claims, expenses (including legal fees, costs and expenses on a full indemnity basis), compensation, demands, actions and proceedings, howsoever arising, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whether direct, indirect or consequential.

“Password” means the code generated by the APP server and subsequently may or may not be changed by the user. “Payment Services” means such payment-related services as the relevant Payment Service Providers may from time to time offer, provide or make available, and which may be effected or obtained through the use of the APP or SLIDE Application, pursuant to which payments may be made via such payment instruments, technologies and/or methods as may be determined by Aby from time to time. “Payment Service Providers” means Aby and such other third party service provider as may be set out in the SLIDE Website (slide.sg) from time to time, and

“Payment Service Provider” means any one of them.

“Payment Service Terms” means terms and conditions relating to the use of the Payment Services as provided by the respective Payment Service Providers, including any amendments thereto that the respective Payment Service Providers may make from time to time in their discretion.

“SLIDE Application” means the application(s) for mobile devices (available for download from an Appstore) offered, operated and maintained by or on behalf of iAPPS from Singapore, whether jointly with any other banks or persons or otherwise, through which certain products, services and functionalities, as iAPPS may determine from time to time at its sole and absolute discretion, are offered and may be accessed and used, and shall include any derivation or upgrade of such applications as may be made available by iAPPS, whether jointly with any other banks or persons or otherwise, from time to time.

“SLIDE Wallet” means an account that is offered by iAPPS, through which the holder of such account may, inter alia, effect and obtain payment services, subject to SLIDE terms and conditions; and use for the purposes of containing stored value, which is capable of being used by you to carry out such transactions as iAPPS may from time to time specify.

“SLIDE Service Provider” means, in respect of a SLIDE Service, the person offering, providing and making available such SLIDE Service to users of the SLIDE Application.

A “SLIDE Service Provider” may be iAPPS, any other iAPPS Subsidiary, or such other third party service provider as may be set out in the SLIDE Website from time to time.

“SLIDE Services” means such products and services as may be effected or obtained through the use of the SLIDE Application for the time being as may be set out on the SLIDE Website, including the payment services.

“Terms” means these Terms and Conditions, as may be amended from time to time. “Third Party Content” means all material, information, tools, content and hyperlinks contained in Third Party Sites (whether relating to third parties and/or products and/or services owned or provided by third parties or otherwise).

“Third Party Sites” means websites and/or mobile applications owned, operated or provided by third parties.

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

1.7 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.

1.8 Any reference in these Terms to any Clause shall be construed as a reference to the clauses of these Terms unless otherwise expressly stated.

1.9 The words “include” or “including” in these Terms shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.

1.10 Any reference in these Terms to any person shall be construed as a reference also to such person’s successors and assigns.

2. About Aby

2.1 Aby is an ecommerce platform (the “Aby Platform”). Our platform is powered by IAPPS Pte. Ltd. To

contact Aby in connection with any matter relating to Aby or any Base Service, you may call Aby's customer hotline at +65 6594 1380. Aby may record any telephone conversation with you without notice to you. You hereby agree to such recordings and that such recordings shall be admissible in evidence in any proceedings and shall be binding on you.

2.2 Any determination, decision or opinion that Aby may make or have under or as envisaged in any provision in these Terms may be made or held in the sole and absolute discretion of Aby (whether or not it is expressly stated as such in the relevant provision). Aby shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions. Without prejudice to the foregoing, if Aby nevertheless provides any reason or explanation for any of its determinations, decisions or opinions, such reason or explanation shall not be binding on Aby, and does not constitute any representation, warranty or undertaking by Aby (as to future action or otherwise).

3. Aby Account

3.1 You may register for an Aby Account through any one of the following channels by submitting a request in such manner and form and accompanied by such information and supporting documentation as may be required from time to time:

3.1.1. through the Aby App;

3.1.2 such other channels as Aby may make available from time to time;

3.2 Aby retains the sole and absolute discretion to approve or reject any request to register an Aby Accounts in whole or in part, or to impose any conditions whatsoever to the registration of Aby Accounts.

3.3 You may only register for the Aby Accounts, and access and use the App and the Aby Services, for (and only for) your own behalf and personal use, and not for the benefit or on behalf of any other person (including natural person or legal person). Without prejudice to the foregoing, you shall not assist, cause, permit or authorise any other person (including natural person or legal person) to access or use your Aby Accounts to effect or obtain any Aby Service, including making any payments or carrying out any transactions or other activity pursuant to any Aby Service.

3.4 Any access or use of your Aby Accounts in breach of these Terms or any access or use of your Aby Accounts for any purpose which is prohibited by any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body shall be void and you shall have no rights under these Terms in respect of such access and/or use.

3.5 Where the mobile line linked to the mobile number you have provided to Aby in order to register for Aby Accounts is transferred, suspended or terminated for any reason whatsoever, you shall forthwith notify Aby of the same and provide to Aby the particulars of a new mobile line to replace such transferred, suspended or terminated mobile line (if any). If you do not provide a new mobile line to replace such transferred, suspended or terminated mobile line, Aby shall be entitled to suspend (for such period as Aby may in its sole and absolute discretion consider appropriate) or terminate your Aby Accounts and/or your access to and/or use of the App (in whole or in part), without notice to you. In such event, any Account for the time being standing to the credit of your Aby Accounts shall, for the purposes of these Terms, be deemed to be Unused Account (as defined in Clause 6.2). Notwithstanding the foregoing, if you shall fail to promptly notify Aby of your transferred, suspended or terminated mobile line, as herein required, you shall nevertheless be responsible and liable for all transactions carried out through your Aby Accounts using the App or such Aby Service (as the case may be), notwithstanding that such

transactions may have been carried out, and/or your Password or such details may have been used by any other person without your knowledge or authority.

3.6 You will need to use your Password and such other details relating to your Aby Accounts as Aby may from time to time require to access and use the App (including to effect or obtain any Aby Service). You are responsible for safekeeping and maintaining the confidentiality of your Password and all details of your Aby Accounts. You must not disclose to any person your Password or any details of your Aby Accounts, and shall not assist, cause, permit, or authorise any person to use your Password or Aby Accounts for any purpose whatsoever. You shall take such measures as may be necessary and all due care to protect your Password and Aby Accounts against misuse by third parties.

3.7 You shall promptly notify Aby upon discovering that there has been any:

3.7.1 inappropriate or unauthorised disclosure of and/or use of your Password and/or any details of your Aby Accounts; and/or

3.7.2 inappropriate or unauthorised access to and/or use of the App and/or any Aby Service effected using your Password and/or any details of your Aby Accounts, and you shall promptly take such steps as may be specified by Aby in relation to the foregoing matters (including to change your Password).

3.8 You are solely responsible and liable for any access to and use of the App and/or any Aby Service effected through the use of your Password and/or any details of your Aby Accounts, notwithstanding that your Password or such details may have been used by any other person without your knowledge or authority.

4. Aby Service

4.1 Subject always to these Terms, Aby grants you a limited, non-transferable and non-exclusive, revocable, free of charge, personal licence for the period during which

(i) you have in force a valid Aby Account; and

(ii) your Aby Accounts and/or access to and use of the App have not been suspended or terminated for any reason whatsoever, to access and use the App to effect and obtain Aby Services, provided that such access and use shall be made in Singapore, Malaysia and countries where Aby Membership is accepted, on a mobile device that you own or control for non-commercial purposes.

4.2 You acknowledge and agree that the access to and use of the Aby App and Aby Services is offered to you on an "as available, where available" basis. Aby may, at its sole and absolute discretion, at any time add to, vary or limit the features and/or functions of the App, any Aby Service or any Aby Content which may be made available to you, and/or provide for, vary, supplement or amend and terms and conditions relating to your use of such the App, any Aby Service or any Aby Content which may be made available to you without notice to you.

4.3 Any and all access and use by you of the App and Aby Services shall be governed by these Terms, where applicable, and is subject to such other guidelines, procedures, policies, regulations which may be prescribed, introduced, varied and/or amended by any applicable regulatory authority or law enforcement body from time to time.

4.4 Any and all access and use by you of any Additional Service, including SLIDE Services, shall be dependent on your entry into and compliance with the terms and conditions relating to such Additional Service with the relevant Aby Service Provider, and to any and all other applicable terms, conditions and processes as may be introduced, amended and/or implemented by the relevant Aby Service Provider and/or Aby from time to time. Nothing in these Terms amounts to any representation or warranty that you will be able to access and use the App to effect or obtain any Additional Service.

4.5 You acknowledge and agree that in order to use the Pay Service, you as the transferor must be able to identify the recipient as Aby Clinic or authorised payment agent via the App on when the relevant payment/transfer is sought to be made.

4.6 You must (and may only) pursue any claim, dispute or remedy which you may have in relation to a Aby Service with the relevant Aby Service Provider.

5 Aby Account Services

5.1 Aby Account includes but not limited to Aby Credit, Aby Coins and Aby Associate.

5.1.1 Aby Credit is a holding account which reflects the balance user has with Aby for spending on products.

5.1.2 Aby Coins is a holding account where personal rebates are credited into. You may earn personal rebates when you purchase products via the APP. Aby Coins may be redeemed upon subsequent purchase of selected products,

5.1.3 Aby Associate is a holding account where associate commissions are credited into.

5.2 The balance for the time being standing to the credit of your Aby Account (“Unused Balance”) is held on trust by Aby for you, and does not earn interest for you. Save as otherwise expressly provided in this Clause 6.2, no refunds or cash withdrawals may be made from your Aby Account.

5.3 You may at any time submit a request to Aby through the Aby Hotline at +65 6594 1380 for refund of the Unused Balance in Aby Associate and termination of your Aby Account. Unused Balance in Aby Credits and Aby Coins are not refundable. Such request shall be made in such manner and form and accompanied by such information and supporting documentation as may be required by Aby from time to time. Upon receipt of your request, Aby will provide, subject to verification and any deductions as provided in Clauses 5.3.1 and 5.3.2, a full refund of the Unused Balance in Aby Associate to you, excluding any unused cash credits that were given to you by iAPPS, as whereupon your Aby Accounts shall be terminated. The refund shall be made by Aby in such manner and at such time as Aby may determine in its sole discretion, as shall be advised by Aby.

For avoidance of doubt, Aby will not entertain any request for partial refund only of the Unused Balance.

5.3.1 Where you have outstanding payments owing to any Aby Service Providers, Aby shall be entitled first set off the outstanding payments due to such Aby Service Providers against the Unused Balance for the time being.

5.3.2 Any refund of any Unused Balance may be subject to such additional administrative fees as Aby may from time to time determine. The imposition of such administrative fees, and any changes and amendments thereto, shall be effective upon posting on the Aby Website or on such date as may be otherwise stated. Your continued access to and use of the Aby Application, your Aby Accounts and/or any of the Aby Services shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

5.4 Notwithstanding any provision in these Terms, Aby shall be entitled to, at any time and without notice to you:

5.4.1 deduct from your Aby Accounts any amount deemed by Aby in its sole discretion to have been wrongly credited into your Aby Accounts and/or reverse any transaction carried out using your Aby Wallet whether due to mobile networks or delivery systems error or otherwise;

5.4.2 deduct from your Aby Accounts any fees, charges or other amounts which are payable by you to Aby or any Aby Service Providers, whether user these Terms or otherwise; and/or 6.4.3 deal with and/or take any action in respect of, any Unused Balance for the time being, if required by and in accordance with any applicable law and/or any discretion, order or requirement of any applicable regulator authority or law enforcement body.

6. Payment Service through Slide Wallet

All payments that go through our Aby Platform will go through the SLIDE Wallet. The SLIDE Wallet is powered by iAPPS to facilitate all payment proceeds made by you via bank transfer as well as to facilitate the storage of money into the SLIDE Wallet.

6.1 In addition to the criteria and conditions referred to in Clause 1, you acknowledge and agree that before you are eligible to access and use any Payment Service, you are required to satisfy all the criteria set forth in Clause 6.2, as may be amended from time to time by Aby in its sole and absolute discretion. In the event any such criteria has not been satisfied or ceases to be satisfied at any time whatsoever, or any provision of these Terms is not complied with, Aby shall be entitled in its discretion to suspend or suspend or terminate (as the case may be) the availability to you of and/or your access to and/or use of any Payment Service.

6.2 You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:

6.2.1 you have full capacity, authority and legal right to enter into and engage in Payment Transactions; and

6.2.2 where the relevant Payment Beneficiary is a Payment Merchant, the transaction and contract between you and such Payment Merchant, and the performance of such transaction and contract, relate to the supply and/or provision of goods and/or services that are legal, valid and enforceable in Singapore and any relevant jurisdiction (including the jurisdiction in which such goods and/or services are to be supplied and/or provided), and the charges incurred under such transaction and contract are legal, valid and enforceable in Singapore and any relevant jurisdiction (including the jurisdiction in which such charges are to be incurred).

6.3 All Payment Amounts shall be denominated in Singapore Dollars. If any sum specified by you to be paid to the relevant Payment Merchant under a Payment Transaction request is denominated in any currency other than Singapore Dollars, Aby shall be entitled to convert such sum into Singapore Dollars at such rate as may be determined by Aby, and such converted sum shall be deemed to be the "Payment Amount" for the purposes of these Terms.

6.4 You further acknowledge and agree that the continued provision of the Payment Services to you, the acceptance by Aby of each Payment Transaction Request and the performance by Aby of each Payment Transaction, and any refund to your Aby Accounts in accordance with these Terms are subject to the following conditions (in addition to the other criteria and conditions under these Terms):

6.4.1 the relevant Payment Beneficiary having successfully passed all verifications as may be required by any applicable regulatory authority or law enforcement body from time to time and/or which Aby in its sole and absolute discretion considers necessary;

6.4.2 the relevant Payment Beneficiary complying with all terms and conditions imposed by Aby for the receipt of the relevant Payment Amount;

6.4.3 the Unused Balance for the time being in your Aby Accounts being sufficient to fulfil the relevant Payment Transaction Request;

6.4.4 you having paid all applicable fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable in respect of the Aby Services you have effected or obtained through the Aby Application and/or in relation to your Aby Accounts.

6.5 Aby will make reasonable efforts to ensure that the Payment Transactions are processed and performed in a timely manner, but makes no representation or warranty regarding the time needed to complete processing or to transfer the amount to the relevant Payment Beneficiary, and will not be liable or responsible for any Loss to you or any Payment Beneficiary due to any delay in the processing of any Payment Transaction, the transfer of any Payment Amount, or the receipt of any Payment Amount by any Payment Beneficiary, save where such Loss is directly and solely caused by Aby's fraud, gross negligence or wilful misconduct.

6.6 Aby shall be entitled, in its sole discretion, to refuse to perform and/or complete any Payment Transaction (including if any of the conditions set out in the provisions of this Clause 7 are not fulfilled

for any reason whatsoever and/or Aby has reason to believe, in its sole and absolute discretion, that any representation or warranty given to you under these Terms is or has become untrue or incorrect or is breached in any respect).

6.7 You shall exercise caution when transferring any Payment Amount to any unfamiliar Payment Beneficiary and shall always be alert to the possibility of fraud.

6.8 You acknowledge and agree that:

6.8.1 you are solely responsible for ensuring the accuracy and completeness of each Payment Transaction Request, and the requested Payment Amount are accurate, up-to-date and reflect your intentions and Aby shall not be obliged to verify the accuracy, adequacy and completeness of any such Payment Transaction Request; and

6.8.2 a Payment Transaction Request once given to Aby may not be cancelled withdrawn or amended by you unless Aby in its sole and absolute discretion consents otherwise, and in this connection, Aby has no liability or responsibility if it does not or is unable to stop or prevent implementation of the Payment Transaction.

6.9 If a Payment Merchant makes a request through the mobile payment system provided to it by Aby to void any Payment Transaction made by you, Aby may, in its sole discretion, refund the relevant Payment Amount to you by crediting such Payment Amount to your Aby Accounts, after deducting any fees, charges or other amounts which may be payable by you to Aby or any Aby Service Provider, whether under these Terms or otherwise.

6.10 In respect of any complaints concerning any Payment Transaction Request raised by you to Aby, you hereby acknowledge that:

6.10.1 you shall satisfactorily provide such documentary proof as Aby may require as relevant evidence toward Aby's investigation of the relevant Payment Transaction Request;

6.10.2 you shall notify in writing to Aby of any issues with, discrepancy or dispute in relation to any Payment Transaction Request within 30 calendar days from the date of that Payment Transaction Request, with satisfactory documentary proof as described in Clause 6.10.1; and 6.10.3 without prejudice to any of Aby's other rights and remedies (under these Terms, at law, in equity or otherwise), Aby retains the sole and absolute discretion to conduct independent investigations into each and every Payment Transaction Request made by you and reserves the right to make such determination as it may deem fit.

7 Cash Referral Credit

7.1 Aby is giving Cash Referral Credit to any current Aby Member who introduces new Members to Aby.

7.1.1 Once any of your friends has signed up with Aby and successfully purchased a privilege card (excluding Green Privilege Card), you as the referrer will get 5% of the privilege card price as Cash Referral Credit.

7.1.2 The Cash Referral Credit will be deposited into your Aby Associate account.

7.1.3 Aby has the right to stop the Cash Referral Credit scheme at anytime it deems fit. Upon cessation of this scheme, all cash referral credits deposited into Aby Associate account are still valid.

8 Products or Services

8.1 Certain products or services may be available exclusively online through the App. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

8.2 We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your device's display of any colour will be accurate.

8.3 We reserve the right, but are not obliged, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right

to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

8.4 We do not warrant that the quality of any products, services, information or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

9. Modifications to Services and Prices

9.1 Prices for our products are subject to change without notice.

9.2 We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

9.3 We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

10. Accuracy of Billing and Account Information

10.1 We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, an/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.

10.2 You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

11. Accuracy, Completeness and Timeliness of Information

11.1 We are not responsible if information made available on this App is not accurate, complete or current. The material on this App is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this App is at your own risk.

11.2 This App may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this App at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

12. Optional Tools

12.1 We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

12.2 You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

12.3 Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

12.4 We may also, in the future, offer new services and/or features through the App (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

13. Third Party Links

13.1 Certain content, products and services available via our Service may include materials from third-parties.

13.2 Third-party links on this App may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third party materials or websites, or for any other materials, products or services of third-parties.

13.3 We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content or any other transactions made in connection with any third-party websites. Please review carefully the thirdparty's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

14. User comments, feedback and other submissions

14.1 If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

14.2 We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

14.3 You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or thirdparties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party

15. Personal Information

15.1 Your submission of personal information through the store is governed by our Privacy Policy. You may view our Privacy Policy at https://aby.global/related/privacy_policy.

16. Charges

16.1 Aby shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and /or charges payable, for your access to and use of the Aby Application (including your registration for and access to and use of Aby Accounts), any reactivation or termination of the provision of and/or your access and/or use of the Aby Application and/or your Aby Accounts and/or for refund of any Payment Amount (or part thereof) or of the Unused Balance, in accordance with these Terms. The quantum of such fees and charges shall be as determined by Aby. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the Aby Website or on such date as may be otherwise stated. Your continued access to and use of the Aby Application and/or

your Aby Accounts shall be deemed to be your conclusive acceptance of such fees and charges and changes and amendments to such fees and charges (if any).

16.2 Aby Service Provider shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for your access to and use of the relevant Aby Service and related Aby Content, and/or any reactivation or termination of the provision of and/or your access and/or use of the relevant Aby Service and related Aby Content. The quantum of such fees and charges shall be as determined by such Aby Service Provider. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the Aby Website or on the website of such Aby Service Provider or on such date as may otherwise stated. Your continued access to and use of the relevant Aby Service and related Aby content shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

16.3 Where you do not carry out any transaction through Aby for a continuous period of more than 6 months, Aby may designate your Aby Accounts as "Dormant Accounts". A dormancy fee (to be determined by Aby and posted on the Aby Website from time to time) shall then be charged by Aby and deducted from your Aby Accounts for every month thereafter during which your Aby Accounts remains Dormant Accounts. You will not be able to carry out transactions with Dormant Accounts, and will need to contact Aby at its customer care hotline at 6594 1380 to reactivate a Dormant Account. Aby shall be entitled to suspend or terminate your ability to access and use your Aby Accounts to effect or obtain any and all Aby Services where your Aby Accounts are Dormant Accounts and the balance in your Aby Accounts is insufficient to meet the monthly dormancy fee payable.

16.4 You shall be solely responsible and liable for all fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable pursuant to these Terms. You acknowledge and agree that any such fees and charges (which relate to transactions carried out through your Aby Accounts) may be directly debited from your Aby Accounts.

16.5 You acknowledge and agree that your use of any mobile or data services in relation to your download of the Aby Application (and/or any updates thereof) and/or any access to and/or use of the Aby Application, any Aby Service and/or any Aby Content may entail additional charges with the relevant mobile and telecommunication service providers and that you shall be solely responsible for such charges (where applicable).

17. Your General Obligations

17.1 Without prejudice to any other obligations which you may have (whether under these Terms, at law, in equity or otherwise), you represent, warrant and undertake that:

17.1.1 any and all information provided by you to Aby and/or any other Aby Service provider in connection with your access to and use of the APP shall be true, accurate and complete, and you shall promptly notify and update Aby and/or the relevant other Aby Service Provider in the event of any change to such information (in such form and with such valid supporting documentation as may be required by Aby and/or the relevant other Aby Service provider from time to time);

17.1.2 you are not and will not at any time be located in a country that is subject to embargo, or that has been designated as a "terrorist supporting" country by the Government of Singapore or by any regulatory authority and/or law enforcement body in Singapore;

17.1.3 you are not and will not at any time be listed on any list of prohibited or restricted parties by the Government of Singapore or by any regulatory authority and/or law enforcement body in Singapore;

17.1.4 you shall comply with: i. all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body; and ii. such policies, measures, guidelines, regulations and procedures (such as security and encryption standards, rules and procedures) as Aby and any Aby Service Provider may specify from time to time in relation to the APP, including the provision of the App by Aby to you, and your use of the App, any Aby Service and Aby Content;

17.1.5 you have taken, obtained and shall maintain in force all necessary action to authorise and all necessary permits, licences, approvals, consents, waivers and exemptions for your entry into and

performance of your obligations under these Terms and to access and use your Aby Accounts, the App and the relevant Aby Services and related Aby content, in each case, in accordance with all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body;

17.1.6 you shall not at any time access or use the APP, any Aby Service or any Aby content for any unlawful or illegal activity or purpose or in any manner which will result in you or Aby or any other Aby Service Provider breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body; and

17.1.7 you shall render to Aby and other Aby Service Provider any assistance and co-operation as Aby or such other Aby Service Provider may require in connection with any investigation undertaken and/or action taken by Aby or such other Aby Service Provider (as the case may be) (including that referred to in Clause 198.3).

17.2 When using the APP, you agree not to do (or facilitate or attempt the doing of), and not to permit, cause or procure that any person to do (or facilitates or attempts the doing of), directly or indirectly, any of the following:

17.2.1 compromising or undermining the security or integrity of the APP or any of equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with the APP;

17.2.2 accessing or using the APP via any means or interface without obtaining express authorised permission from the relevant party(ies), including using or launching any automated system;

17.2.3 accessing, using or damaging, or disrupting or impeding the operation of, any of equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with the APP (other than as expressly permitted in these Terms);

17.2.4 renting, leasing, lending, trading, selling, reselling or otherwise charging any person for the use of the APP;

18.2.5 breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any rule, regulation or policy applicable to any network, server, computer database, website or news group that you may access; 18.2.6 infringing any intellectual property right, proprietary, privacy or publicity rights of any person, or breach any obligation of confidence or any other proprietary right; 20 | P a g e 18.2.7 breaking into or accessing any computer hardware, software, system or procedure; 18.2.8 relaying any material through any third-party equipment, systems, networks, sites, servers and/or infrastructure without authorisation;

17.2.9 using or storing any bots on Aby or any other Aby Service Providers' servers; 17.2.10 carrying out any activities which Aby may consider to be actually or potentially injurious to any person (including any Aby Service Provider);

17.2.11 sending, posting (whether through the APP, on any website, mobile site, application, interface or platform that displays the "Aby" mark, or otherwise), transmitting, distributing, linking to, soliciting, collecting or otherwise dealing with any content or service that: i. contains or constitutes unsolicited material (including unsolicited bulk mail messages, masses of electronic mail and other data) that could be expected to adversely affect any network or facilities; ii. does not meet acceptable standards of decorum and good taste; iii. contains or constitutes any material that is, or that Aby considers, in its sole and absolute discretion, to be, obscene, offensive, defamatory, libellous, unlawfully threatening or harassing or otherwise actionable; iv. infringes any right of any person (including any proprietary or intellectual property right) or is in violation of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body; v. contains or constitutes any material that is, or that Aby considers, in its sole and absolute discretion, to be, misleading; vi. comprises or undermines the security or integrity of Aby or any of the equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with Aby; vii. contains any errors, whether technical or otherwise; or viii. contains or constitutes any material in any form that would render Aby or any other Aby Service Providers liable to any claim or proceedings whatsoever;

- 17.2.12 transmitting or distributing any viruses, worms, defects, Trojan horses, cancelbots, sniffer, time bombs or any programming or code of a destructive nature;
- 17.2.13 violating any person's rights (including privacy rights), interfering with any person's use of the APP, or causing any nuisance, annoyance or inconvenience to any person;
- 17.2.14 interfering with the proper working, functionality or availability of the APP or any other computer program or database in relation to or required in using the APP;
- 17.2.15 exploiting or abusing the APP;
- 17.2.16 breaching, tampering with, circumventing or modifying any security measures used by or on behalf of Aby in connection with the APP, including any encryption codes or technological protection measures in or used in connection with the APP; or
- 17.2.17 imposing an unreasonably large load on the servers serving the APP.

18. Aby's General Rights

18.1 Aby shall be entitled to send, and you hereby consent to Aby, sending and to you receiving, "push notifications" and SMS notifications relating to:

18.1.1 your access to and use of the APP and your Aby Accounts (including details of how and when to update the Aby Application); and

18.1.2 the Base Services and/or Additional Services.

18.2 Notwithstanding any other provision of these Terms, Aby shall be entitled to, and hereby reserves all rights to, at any time disable any links to or frames of any website or mobile application containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any applicable proprietary, privacy, publicity or other rights of any person (including Intellectual Property Rights).

18.3 Aby shall be entitled to at any time investigate complaints or reported breaches of these Terms or any matter referred to in these Terms, and to take any action Aby may consider appropriate, including reporting any suspected unlawful activity to law enforcement officials or regulators and disclosing any information necessary or appropriate to such persons.

18.4 Aby may, in its sole discretion, change, add or remove any feature or functionality of the APP at any time, including as a result of the acquisition and expiry of rights to any Aby Content. Any such changes, additions and removals shall become part of the APP and shall apply immediately. Your continued access to and use of the APP shall be deemed to be your conclusive acceptance of such changes, additions and removals. 18.5 Notwithstanding any provision in these Terms which require Aby to, or envisage that Aby will, give, notify or inform you of any matter, Aby may nevertheless not notify or inform you of such matter if Aby considers in its sole and absolute discretion that notifying or informing you of such matter will or may cause (i) Aby or any other Aby Service Providers to be in breach of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body and/or (ii) any prejudice to any investigation or proposed investigation by any person (whether Aby, any other Aby Service Provider, any regulatory authority or law enforcement body, or otherwise).

18.6 You hereby agree and accept that Aby's records of Payment Transactions and any other matter in relation to these Terms (including any communications transmitted electronically or telecommunications between Aby and you) as final and conclusive and binding for all purposes, in the absence of manifest error.

18.7 Without prejudice to any of Aby's other rights and remedies (whether under these Terms, at law, in equity or otherwise), Aby is required to act in accordance with any and all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities, and may be subject to sanctions in relation thereto. Aby shall have the right to take any action which may be required by any applicable regulatory authority and/or law enforcement

body or which it, in its sole and absolute discretion, considers appropriate to take in order to comply with such laws, directions, orders and requirements.

18.8 Without prejudice and in addition to any right of set-off to which Aby is otherwise entitled, Aby may, at any time, upon written notice to you, set-off any amounts owing by you to Aby against any amounts which Aby owes to you. Notwithstanding the foregoing, in the event that you breach any provision of these Terms, Aby may perform such set-off without notice to you.

19. Disclaimers, Indemnity and Liability

19.1 Aby makes no representation that the APP, the provision of any products and services is lawful, appropriate or available for use in other locations or jurisdictions. 19.2 You acknowledge and agree that the APP and all Aby Services (and your access thereto and use thereof), and all Aby Content, are provided on an "as is, as available" basis. Notwithstanding any other provision of these Terms, nothing in the APP constitutes or should be regarded as an offer or solicitation on the part of Aby to provide any products or services described therein to any person to whom it is unlawful to make such offer or solicitation or where the local law or regulation does not permit the purchase of, subscription for or other use of such products or services

19.3 All Aby Content are provided or made available to you for general information and reference only. In addition, Aby Content relating to third parties and/or products and/or services provided by third parties or provided on behalf of third parties (including Third Party Content) are re-transmitted by Aby to you in the ordinary course of business. Such products and/or services, and any act or omission of such third parties, shall be the sole responsibility of the relevant third party, and you must (and may only) pursue any claim, dispute or remedy in respect thereof with such third party. 19.4 Aby Content may contain or comprise geographic, political, economic, statistical, financial and exchange rate data presented in approximate or summary or simplified form which may change over time, and may be based on material and/or information obtained from third parties which may not be accurate. You should not use any Aby Content as a basis for making any decision, including whether to register for Aby Accounts or to access or use a Aby Service. Aby Content should not be relied upon without consulting primary or more accurate or more up-to-date sources of information or specific professional advice. You should obtain such professional advice where appropriate.

19.5 Your access to and use of the APP, any Aby Service and any Aby Content shall be solely at your own risk. You are solely responsible for evaluating the accuracy, completeness and usefulness of all opinions, advice and other information in determining whether to access and/or use the APP and Aby Service, Aby Content, and purchase any product or service.

19.6 In particular, without limitation, if you choose to access and/or use any Third Party Sites and/or Third Party Content, you acknowledge and agree that your access and/or use shall be subject to, and you shall review, accept and comply with, such terms and conditions (including any end user licence agreements) as may be applicable to such Third Party Sites and/or Third Party Content. You shall be solely responsible for any provision or submission of information by or on behalf of you on or through any Third Party Site.

19.7 None of the Indemnified Parties makes, and each of the Indemnified Parties hereby expressly excludes, any representation, warranty, guarantee, endorsement or undertaking of any kind, whether express or implied, statutory, arising from usage or custom or trade or by operation of law, or otherwise:

19.7.1 in relation to these Terms, the APP, any Aby Service, or any Aby Content including:

i. the provision of the APP, any Aby Service, and any Aby Content to you; ii. The performance by Aby of its obligations under these Terms;

iii. any failure or delay in, interruption to or disruption of the provision of the APP, any Aby Service or any Aby Content to you, or in the transmission or receipt of any data in connection with the provision of the APP, any Aby Service or any Aby Content to you, howsoever caused or arising; iv. your access to and use of the APP, any Aby Service and any Aby Content (whether fraudulent, authorised, unauthorised or

erroneous and whether or not you are aware of such access and/or use), and any suspension, termination or discontinuance thereof; and v. any transaction or activity carried out pursuant to any Aby Service.

19.7.2 as to the accuracy, privacy, reliability, security, timeliness, noninfringement, title, merchantability, fitness for purpose, accessibility, functionality, availability or ability of the APP, any Aby Service or any Aby Content;

19.7.3 as to the inter-operability of the APP, any Aby Service or any Aby Content with any other system, infrastructure, interface, product, service, network or otherwise to any extent;

19.7.4 as to whether the APP, any Aby Service or any Aby Content will meet your needs or requirements in any way or be uninterrupted, timely, secure, or free from computer viruses, Trojan horses, worms, malicious, destructive or corrupting codes or programmes, malicious activities of third parties, software bombs or similar items, defects, delays, errors, spyware, malware, adware, imperfections, faults, mistakes, misrepresentations, omissions, defects or inaccuracies;

19.7.5 as to whether the service conditions on which your access to and/or use of the APP, any Aby Service or any Aby Content depend (as further described in Clause 20.8) will be met; and

19.7.6 as to whether or not your access to and/or use of the APP, any Aby Service or any Aby Content will (i) breach any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body, (ii) contain any obscene, offensive, defamatory material, or (iii) breach or infringe any rights, including Intellectual Property Rights and other proprietary, privacy and publicity rights, of any person and any obligations of confidence, and save to the extent prohibited by applicable law, the Indemnified Parties do not accept and shall not bear any liability or responsibility arising directly or indirectly from or in connection with any or all of the foregoing matters, and you hereby waive any claim you may now or in the future have against any Indemnified Party for the same. You shall fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

19.8 You acknowledge and agree that your access to and use of the APP, any Aby Service and any Aby Content is subject to the following service conditions being met: 19.8.1 the availability to you of a suitable mobile handset or device that is compatible for use with the APP and the relevant Aby Service and Aby Content;

19.8.2 the availability and connectivity of a suitable network infrastructure at the time when the APP or the relevant Aby Service or Aby Content is accessed and/or used by you;

19.8.3 the geographic and technical capability of the mobile networks and delivery systems at the time and location when and where the APP or the relevant Aby Service or Aby Content is accessed and/or used by you.

19.9 You acknowledge and agree that Aby has entered and may enter into agreements and arrangements with, and is and may be subject to certain obligations to, owners and operators of Appstores ("Appstore Providers") in connection with the distribution of the APP as a mobile application. Aby accepts no, and shall not bear any, liability or responsibility for any Loss arising from or in connection with any act or omission of any Appstore Provider, or otherwise from the relationship between Aby and such Appstore Providers.

19.10 Save to the extent prohibited by applicable law, in no event shall any Indemnified Party be liable or responsible in any way whatsoever for, and you waive any claim you may now or in the future have against any Indemnified Party and hereby agree to fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Loss arising from or in connection with or by reason of:

19.10.1 these Terms, the APP, any Aby Service or any Aby Content, including the matters described in 19.7.1(i), any breach of these Terms (whether on your part, by any person acting on your behalf or over whom you have supervision or control, or otherwise) and any exercise by Aby or any Aby Service Provider of their respective rights under these Terms; 20.10.2 any transaction or activity carried through your Aby Accounts or pursuant to any Aby Service being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way for any reason whatsoever;

19.10.3 any unauthorised, mistaken, unlawful or wrongful payments made through your Aby Accounts or pursuant to any Aby Service for any reason whatsoever; 20.10.4 the performance by or on behalf of Aby of its obligations under these Terms, including the fulfilment of or failure to fulfil any Payment Transaction Request or the performance of or failure to perform any Payment Transaction (whether fraudulent, authorised, unauthorised or erroneous and whether or not you are aware of such fulfilment, performance or failure);

19.10.5 any product or service obtained from any Payment Merchant pursuant to any Payment Transaction (or any description of such product or service);

19.10.6 any breach of any Additional Terms (whether on your part, by any person acting on your behalf or over whom you have supervision or control, or otherwise);

19.10.7 any failure, refusal, delay, error or other act or omission by or on behalf of any Aby Service Provider or content provider;

19.10.8 the use or disclosure, in any manner and for any purpose, by any Indemnified Party of any information obtained and/or provided by you in connection with your use of the APP, any Aby Service or any Aby Content, including where such information is (to your knowledge or otherwise) inaccurate, inadequate, incomplete, ambiguous, inconsistent or otherwise;

19.10.9 any error, omission, inadequacy, incompleteness, ambiguity, inconsistency or inaccuracy in or of any information obtained and/or provided by you in connection with your use of the APP, any Aby Service or any Aby Content (including in any Payment Transaction Request); and

19.10.10 any Force Majeure Event.

19.11 This Clause 19 shall survive any expiry, termination or other cessation of your relationship with Aby and/or your access to and/or use of the APP, any Aby Service or any Aby Content. Aby reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with Aby in asserting any available defences.

20 Intellectual Property Rights

20.1 You agree that caching, hyperlinking to, and framing of the APP or any Aby Content are strictly prohibited, and that you shall not, and shall not assist, procure or cause any person to do or omit to do anything which may constitute any of such activities.

20.2 All Intellectual Property Rights in or relating to the APP, any Aby Service and any Aby Content, including information, communications, software, texts, graphics, links and sounds, belong to Aby, the relevant Aby Service Provider and/or their respective related corporations, content providers and/or their third party licensors. Nothing in these Terms nor the grant to you of a licence to access and use the APP shall be construed as granting you, by implication, estoppel or otherwise, and you shall not in any event be entitled to, any licence or right to use any such Intellectual Property Rights without the prior written consent of the relevant holder of such Intellectual Property Rights. Any right not expressly granted herein is reserved.

20.3 You shall not, and shall not assist, cause, permit or authorise any person to tamper, reproduce, modify, store, copy, use, transfer, distribute, republish, download, post, transmit, translate, pledge, sublicense, rent, lease, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operates or supports, or create any derivative works based on the APP (or part thereof) (including its user interfaces), in any form or by any means, without the prior written permission of the relevant copyright holder for any purpose whatsoever. For the purposes of these Terms, "reverse engineer" includes the examination or analyses of the Aby Content to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of the APP. The source and object code of the APP constitute a trade secret and must not be accessed, examined or shared without Aby's prior written consent. 20.4 You acknowledge and agree that the APP and the Aby Services, may not be used, and you shall not and shall not assist, cause, permit or authorise any person to use the APP, any Aby Service or any Aby Content (or part thereof), for commercial purposes (including commercial distribution).

20.5 You hereby grant to Aby a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in all information and material which you provide to Aby in accessing and using the APP and any Aby Service for any purpose Aby deems fit (including the copying, transaction, distribution and publication thereof).

21. Personal Data

21.1 Aby and each other Aby Service Provider shall be entitled to request for, retrieve and collect, and you hereby affirmatively agree, consent to and authorise the collection, retrieval, use and disclosure by and on behalf of Aby and each other Aby Service Provider, any and all Customer Information, in the manner and for the purposes set out in the Aby Privacy Policy, and for the following purposes:

21.1.1 considering whether to approve and/or processing your request for registration for Aby Accounts and/or to provide you with any Aby Service;

21.1.2 administering and/or managing your Aby Accounts and/or your relationship with Aby and any other Aby Service Provider;

21.1.3 offering, providing and making available to you and carrying out their respective Aby Services;

21.1.4 performing the obligations under these Terms and any Additional Terms;

21.1.5 carrying out identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes); 21.1.6 dealing in any matters relating to the APP and/or Aby Services and/or Aby Content which you access and use (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);

21.1.7 investigating fraud, misconduct, any unlawful action or omission, whether relating to your application, your claims or any other matter relating to your Aby Accounts and/or relationship with Aby and any other Aby Service Provider, and whether or not there is any suspicious of the aforementioned;

21.1.8 for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators, exchanges, clearing houses, markets or depositories); and

21.1.9 providing you with information, offering rewards, conducting market research and other survey, maintaining safety and security, and other purposes as further described in the Aby Privacy Policy, (collectively, the "Purposes").

21.2 You hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Malaysia (if applicable), by and on behalf of Aby, of your personal data, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by Aby and any other Aby Service Provider, Aby would be processing your personal data for Aby for any other Aby Service Provider for any of the Purposes.

21.3 You hereby represent, warrant and undertake to Aby and each other Aby Service Provider that where you or your representative is responsible for the provision of any information or data relating to any natural person to Aby and/or any other Aby Service Provider, or actually provides any such information or data to Aby and/or any other Aby Service Provider, you have informed each such person and each such person has given consent to Aby's collection, use and disclosure of their personal data as described under these Terms and the Aby Privacy Policy.

21.4 You agree that Aby and each other Aby Service Provider may retain all Customer Information for the Purposes and in compliance with the applicable law.

21.5 If you wish to withdraw your consent given under this Clause 22, you are required to submit a request to Aby (in such form as may be specified by Aby from time to time), whereupon Aby shall be entitled to take such action, or procure to be taken any such action, as Aby may consider appropriate arising from or in connection with such withdrawal of consent (including suspending or terminating the provision of Aby, in whole or in part, to you).

21.6 You hereby consent to Aby and each Aby Service Provider sending SMS notifications to you or contacting you in any other manner at any time and from time to time in relation to the APP (including in respect of your Aby Accounts) or the relevant Aby Service, respectively. If you contact Aby or any Aby Service Provider via email, Aby or such Aby Service Provider may keep a record of that correspondence.

21.7 You consent to Aby's use of the data files which are placed on your device when you access and/or use the APP and/or any Aby Service ("Cookies") and Aby's use of Cookies, as follows:

21.7.1 to collect information about how you access and use the APP and Aby Services; 21.7.2 to identify your device for the following purposes: i. for the operation of the APP and the provision of the Aby Services; ii. to temporarily allow you to carry information between pages or interfaces of the APP to avoid having to re-enter such information; and iii. to temporarily identify your device after you have logged in to a secure page on the APP in order for you to carry out certain transactions;

21.7.3 to enable Aby to improve the APP by tracking your access to and use of the APP, so as to gather statistics on new and repeat visitors to evaluate effectiveness;

21.7.4 to enable Aby to personalise APP Content for you and make the APP more relevant to your interests;

21.7.5 to store and remember your login and preferences in accessing and using the APP and Aby Services (for example, your choice of language and currency) to avoid you having to re-enter such information when you return to the APP;

21.7.6 to maintain access controls for you to view privileged pages without seeking further permission from you (provided that no additional personal data is collected); and

21.7.7 to provide online advertisements or offers on the APP which are most likely to interest you, limit the number of times you see an advertisement or offer, and to evaluate the effectiveness of Aby's online marketing and advertising programs.

21.8 While you can choose not to accept Cookies by changing the settings on your device, you acknowledge and agree that if you 'block' or choose not to accept any Cookies, certain Aby Services and features on the APP may not work as they otherwise would if you had not 'blocked' such Cookies.

21.9 You may from time to time give your agreement, consent or authority to all collection, use and disclosure by Aby and any other Aby Service Provider of any Customer Information, for any purpose(s) requested by Aby or such other Aby Subsidiary, by any form of writing or by the acceptance by you of any relevant terms and conditions (including in these Terms and the Aby Privacy Policy) which refer to such consent or authority.

21.10 The provisions of this Clause 21 shall also constitute your consent for the purpose of the provisions of the Spam Control Act (Cap. 311A) and other applicable law, unless otherwise notified in writing by you in the procedure as determined by Aby from time to time, including as may be described in the Aby Privacy Policy.

22. Force Majeure

22.1 Aby shall not be liable to you or be deemed to be in breach of any provision of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations (including the offering, provision and making available of any Base Service to you, or allowing you to access and use your Aby Accounts to effect or obtain any Aby Service) if the delay or failure was due to any Force Majeure Event.

23. Suspension and Termination

23.1 Aby may at any time suspend (for such period as Aby may in its sole and absolute discretion consider appropriate) or terminate these Terms and/or the availability to you of and/or your access to and/or use of the APP (in whole or in part), your Aby Accounts and/or any of the Aby Services (as the case may be), in each case, without notice to you and without giving any reason. Aby may (but shall not be obliged to) post a notice of such suspension or termination on the Aby Website or make such notice available in any other manner deemed appropriate by Aby.

23.2 A Aby Service Provider may at any time suspend (for such period as such Aby Service Provider may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your access to and/or use of the relevant Aby Service (or any part thereof), in each case, without notice to you and without giving any reason.

23.3 Without prejudice to the foregoing, Aby and each Aby Service Provider may at any time suspend (for such period as such Aby or such Aby Service Provider (as the case may be) may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your access to and/or use of the APP (in whole or in part), your Aby Accounts and/or the relevant Aby Service (or any part thereof) (as the case may be), including freezing any Unused Balance in your Aby Accounts, without notice to you, if:

23.3.1 Aby or such Aby Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have provided it with any false identification or otherwise misleading information;

23.3.2 you have, or Aby or such Aby Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have, committed a breach of any of the provisions of these Terms;

23.3.3 Aby or such Aby Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have misused or are likely to misuse the APP or any Aby Service (including for any unauthorised use or any criminal or illegal purpose); 23.3.4 Aby or such Aby Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you are using the APP, your Aby Accounts or any or all of the Aby Services, or the relevant Aby Service, respectively, on behalf of another party;

23.3.5 Aby or such Aby Service Provider (as the case may be) is required to do so in order to comply with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;

23.3.6 there is a material security threat to the APP, your Aby Accounts or any of the Aby Services (as the case maybe) (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code); 23.3.7 you become bankrupt or generally fail or are unable to pay any of your debts as they fall due;

23.3.8 Aby or such Aby Service Provider (as the case may be) is, in its sole and absolute discretion, of the opinion that you have perpetrated a fraud on Aby or any Aby Service Provider or any of its related corporations, respectively, or have conducted yourself in a manner which may result in perpetrating or attempting to perpetrate such a fraud; 23.3.9 you die, or become mentally incapacitated or suffer some other form of legal disability;

23.3.10 any information provided by you to Aby or such Aby Service Provider (as the case may be) in connection with these Terms or the relevant Aby Service, respectively, is found to be false, misleading or incorrect;

23.3.11 you have, or Aby or Aby Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have, caused or attempted to cause failure, interruption, disruption or congestion in any network or system in connection with the APP or any or all of the Aby Services, or the relevant Aby Service, respectively; and/or

23.3.12 any representation or warranty made by you to Aby or such Aby Service Provider (as the case may be) in connection with these Terms is incorrect or misleading. 23.4 If you wish to suspend or terminate your access to and use of the APP and/or your Aby Accounts, you are required to submit a request to Aby (in such manner and form and accompanied by such information and supporting documentation as may be required by Aby from time to time) to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such Terms as may be applicable to such suspension or termination.

23.5 If you wish to suspend or terminate your access to and use of any Aby Service, you are required to submit a request to Aby and the relevant Aby Service Provider in such manner and form and accompanied by such information and supporting documentation as may be required by Aby and/or the relevant Aby Service Provider from time to time) to request for and effect such suspension or termination. You

acknowledge and agree that you will be subject to such terms and conditions as iAPPS and/or the relevant SLIDE Service Provider may consider applicable to such suspension or termination.

23.6 You shall not be entitled to any payment, compensation or damages from Aby or any other Aby Service Provider in relation to any suspension or termination of your access to and use of the APP, your Aby Accounts or any Aby Service for any reason whatsoever.

23.7 Any suspension or termination of your access to and use of the APP, your Aby Accounts or any Aby Service for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

23.8 The rights of suspension and termination of Aby and the Aby Service Providers under these Terms shall be without prejudice to any other rights or remedies which Aby and each Aby Service Provider (as the case may be) may have (whether under these Terms, at law, in equity or otherwise).

23.9 Upon any suspension or termination of these Terms, and/or the availability to you of and/or your access to and/or use of all (and not some) of the APP, the Aby Services and/or your Aby Accounts (as a whole):

23.9.1 you shall not have any right, benefit or interest in connection with these Terms, the APP, your Aby Accounts or any Aby Service, and without prejudice to the foregoing: i. the licence granted by Aby to you to access and use the APP shall cease and accordingly, you shall immediately cease all access to and use of the APP and all Aby Services, and shall not, and shall not assist, cause or permit any person to, access or use the APP, your Aby Accounts or any Aby Service in any way (such licence, and your access to and use of the APP, your Aby Accounts and the Aby Services, shall only resume, in the case of a suspension, when such suspension ceases); and ii. any transaction which you have requested be carried out through the APP or pursuant to any Aby Service that has not been completed shall be terminated (and in the case of a suspension, any such transaction may or may not resume when such suspension ceases);

23.9.2 none of Aby and other Aby Service Providers shall have any obligation to you in connection with these Terms, the APP, your Aby Accounts or any Aby Service;

23.9.3 Any and all sums due or accrued or payable to Aby or any other Aby Service Provider in connection with these Terms and/or your access to and use of the APP, and your Aby Accounts and any Aby Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to Aby or such other Aby Service Providers; and

23.9.4 For the avoidance of doubt, upon termination of the availability to you of and/or your access to and/or use of all (and not some) of the APP, the Aby Services and/or the Aby Accounts (as a whole), you may register for a new account in accordance with these Terms, if desired. However, without prejudice to any of Aby's other rights and remedies (under these Terms, at law, in equity or otherwise), Aby retains the sole and absolute discretion to approve or reject any such request to register a new account in whole or in part, or to impose any conditions whatsoever to your registration of a new account.

23.10 Upon any suspension or termination of the availability to you of and/or your access to and/or use of any (but not all) of the Aby Services (but not Aby as a whole):

23.10.1 you shall not have any right, benefit or interest in connection with the relevant Aby Service that has been suspended or terminated, and without prejudice to the foregoing: i. you shall immediately cease all access to and use of such suspended or terminated Aby Service, and shall not, and shall not assist, cause or permit any person to, access or use such suspended or terminated Aby Service in any way (such access to and use of such Aby Service shall only resume, in the case of a suspension, when such suspension ceases); and ii. any transaction which you have requested be carried out through such suspended or terminated Aby Service that has not been completed shall be terminated (and in the case of a suspension, any such transaction may or may not resume when such suspension ceases);

23.10.2 none of Aby and the other Aby Service Providers shall have any obligation to you in connection with such suspended or terminated Aby Service; and 24.10.3 any and all sums due or accruing due or payable to Aby or any other Aby Service Providers in connection with your access to and use of such suspended or terminated Aby Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to Aby or such other Aby Service Providers.

24. Modification

24.1 Aby shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (including any amendments made to the Aby Privacy Policy) by giving no less than 7 calendar days' notice thereof to you, by posting on the Aby website or in any other manner deemed appropriate by Aby (which shall constitute good and sufficient notice thereof to you by Aby and shall be deemed to have been received by you on the date of such posting or the making public of such notice, as applicable). If you continue to access and use the APP after such amendment, modification or variation, you shall be deemed to have agreed to be bound by such amended, modified or varied information, material and Terms.

25. Waiver

25.1 No failure to exercise or enforce, and no delay on the part of Aby in exercising or enforcing its rights under these Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of Aby at any time.

26. Confidentiality

26.1 You agree that Aby and/or any Aby Service Providers shall not be under any obligation of confidentiality to you regarding any such information or material provided by you accessing and using the APP and/or any Aby Service, unless agreed otherwise in a separate direct contract between you and Aby and/or the relevant Aby Service Provider, or otherwise required under applicable law.

27. Assignment

27.1 You shall not assign, transfer or encumber any or all of your rights, interests and obligations under these Terms without the prior written consent of Aby.

27.2 Aby may assign and transfer any or all of its rights, interests and obligations under these Terms to any person. Any such assignment or transfer shall take effect upon posting on the Aby website or on such date as may be otherwise stated. In the event that Aby assigns and transfers all its rights, interests and obligations under these Terms: 27.2.1 all references to Aby in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of Aby; and 27.2.2 such assignee and transferee shall be entitled to enforce all rights and perform all obligations of Aby and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.

27.3 Without prejudice to Clause 19, Aby shall be entitled to sub-contract and delegate any or all of its obligations under these Terms or any other matters contemplated in these Terms, to any third party (including any other Aby Service Provider) as Aby deems fit, whether for such third party to carry out or procure the carrying out of such obligations or matters. In such event, Aby shall not be liable to you for, and hereby disclaims all liability and responsibility in relation to, any act, omission, neglect or wilful default on the part of such third party

28. Notices and Correspondence

28.1 All notices and communications by Aby and/or any Aby Service Providers to you may be sent or despatched to you by delivery, post, e-mail, SMS or any other means deemed appropriate by Aby, to your e-mail or other address or mobile appearing in any of your records maintained by Aby or from which any communication by you to Aby was despatched or issued or otherwise last known to Aby. Any such notice, demand or communication addressed and so despatched to you shall be deemed to have been received by you:

28.1.1 in the case of despatch by e-mail, SMS or other instantaneous electronic communications, immediately upon transmission by Aby and/or the relevant Aby Service Provider;

28.1.2 in the case of despatch by delivery to your address, on the date and at the time it was so delivered or left at that address; and

28.1.3 in the case of despatch by post: i. to any address in Singapore, on the next day after it was posted by Aby and/or the relevant Aby Service Provider; or ii. to any address outside Singapore, on the seventh (7th) day after it was posted by Aby and/or the relevant Aby Service Provider.

28.2 All notices and requests from you to Aby shall be in writing unless otherwise specified by Aby to you. Aby shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by Aby to you.

29. Severability

29.1 Any part of any provision of these Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law

30. ABY Return and Refund Policies

30.1 ABY offers our MEMBERS an unconditional thirty (30)-day money back guarantee. If for any reason our MEMBER is dissatisfied with any ABY product, he/she may return his/her initial purchase of that product within thirty (30) days for a replacement, or full refund of the original purchase price. The 30-day time period shall start commences to run from on the date of the purchase.

30.2 Product must be unused, unopened and can be resold as a condition to receiving the refund.

30.3 Products on Promotion (sale, discount, free gift, one-for-one offer and etc) cannot be returned for refund.

30.4 In the case of services, refund is at the sole and absolute discretion of ABY.

31 Return of Product Authorisation

31.1 If returning product by mail or courier service, before any product may be returned to ABY, whether it is a shipping error, MEMBER return or damaged product, the MEMBER must contact ABY Customer Service to obtain a Return Merchandise Authorisation number (RMA), which must be clearly written on the exterior of the returned package(s).

31.2 Any package received without such identification clearly visible on the package exterior will be refused.

31.3 When returning products, you are strongly recommended to obtain proof of posting, such as invoice and/or tracking number. ABY is not responsible for package lost in delivery.

31.4 Shipping fees for returns are to be borne by MEMBER.

31.5 Unused and/or unopened products returned over the counter at ABY's clinics does not require a RMA.

31.6 Mailing address for product returns is: Fusionopolis Symbiosis, 3 Fusionopolis Way #13-25/24, 138633

32 Aby Return and Refund Policies

In case of defective products or shipping error, ABY will replace the product and bear the shipping cost to the MEMBER

33 Third Party Rights

No person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any provision of these Terms.

34 Applicable law and jurisdiction

These Terms shall be subject to and construed in accordance with the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore