

SharedOut Terms of Use

1. Introduction

Greetings and welcome to SharedOut! These terms of use (and any other terms or information incorporated herein by reference) (collectively the “**Terms**”) govern your access and use of this mobile application named “SharedOut” (“**Mobile App**”) and any related web application (collectively the “**Platform**”) and constitutes a legally binding and enforceable agreement between you and Aishin Tech Pte Ltd. (Company Registration No. 201701719W), a private limited company incorporated under the laws of the Republic of Singapore with its registered office address at 21 Merryn Terrace S298427 (“**Company**”, “**SharedOut**”, “**we**,” “**our**” or “**us**”). For the purposes of these Terms, “**you**” or “**your**” shall mean a visitor or user of the Platform. These Terms do not alter in any way the terms or conditions of any other agreement you may have with SharedOut for products, services, mobile application or otherwise.

Before you use the Platform, we strongly urge you to read the Terms of Use (“**Terms**”) carefully and thoroughly. By using the Platform, you agree to be bound by these Terms and consent to the collection, use, and disclosure of personal data as described in our Privacy Policy at <https://sharedout.com.sg/privacy-policy>, which is incorporated by reference into these Terms. Your use of the Platform signifies your acceptance of these Terms. If you do not agree to the Terms, please exit and leave the Platform immediately.

The Platform serve as a platform for us to market our services and all information on the Platform is strictly for general information only.

2. Acceptance

By accessing or using the Platform, you represent and warrant that you (1) have the legal capacity to comply with and agree to comply with these Terms; (2) are of legal age; and (3) possess the legal right to accept the terms and to use the Platform in accordance with these Terms. Otherwise, you may only use the Platform with the consent of your parent or legal guardian who must review and discuss the Terms with you.

If you are using the Platform on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity and all reference to “you” in the Terms shall accordingly be construed to refer to that entity.

We reserve the exclusive right to amend the Terms in whole or in part, from time to time, at our sole and absolute discretion without notice to you, and such modifications shall come into effect immediately. We may try and notify you of such modifications, for example, via a notice or pop-up notification on the Platform or an email associated with your account. In any case, your relationship with us necessitates that you periodically review these Terms to stay informed about any updates or changes. If you choose to continue using the Platform following such modifications, you would be deemed to have expressly consented to the new terms. If you do not agree to the new terms, you must stop accessing or using the Platform. For as long as you adhere to these Terms, we extend to you a limited, non-exclusive, non-transferable, and revocable licence to access and utilize the Platform for your personal use only and in accordance with these Terms.

3. Validity

The Terms shall remain in full force and effect if you have an account with us and use the Platform. We reserve the right to terminate or suspend your account at any time without notice if we believe that you have breached the Terms, or for any other reason, with or without cause, in our sole discretion.

4. Account

You must create an account to benefit from most activities such as listing tools as a provider ("**Provider**"), renting tools as a renter ("**Renter**") and tracking transactions. By creating an account, you authorise us to collect and use certain information, including but not limited to your name, residential address, contact number and nationality. Alternatively, you may login to your account using your e-mail, Google account or apple account. Account creation may be subject to mobile number verification via a one-time password ("**OTP**") sent by SMS through our service provider, Firebase, and each account must be linked to a unique Singapore-registered mobile number. In addition, Providers are required to undergo "know your customer" ("**KYC**") screening through our third-party payment processor, Stripe, in order to link a bank account and receive payouts.

Please refer to our Privacy Policy for more details on the information we collect from you and how we use it.

When you create an account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete. It is also important that you keep your account password confidential and that you do not disclose it to any third party. You also agree that you are solely responsible for the activity that occurs under your account.

You must not transfer your account to anyone or use someone else's account. If you contact us to request for access to an account, you must provide us with the information we need to establish that you are the owner of that account.

5. Charges and Paid Services

Our Platform are generally provided to you free of charge and you may choose to download our Mobile App from the App Store or Google Play at no charge.

Our Platform facilitates the short-term rental of DIY and home improvement tools ("**Paid Services**") from private individuals or small businesses (including home businesses) ("**Providers**") to local users ("**Renters**"). If you choose to subscribe for any of the Paid Services, you agree not to transfer, assign or share your subscription or your account with anyone else. If at any time we are unable to offer the content through the Paid Services, whether or not for legal or policy reasons whatsoever, we reserve the right to revoke any licence granted to you for use of the content in the Paid Services or terminate the Paid Services without liability to you, at our sole and absolute discretion.

Providers may offer optional delivery and/or collection services for the Paid Services at an additional fee. Where applicable, the delivery fee will be displayed prior to confirmation of the rental. Such delivery services are provided by the relevant Provider, and we shall not be liable for the performance of any delivery services.

6. Payments

The total fees for the Paid Services ("**Rental Fee**"), which includes a platform fee that goes to SharedOut, vary according to the type of purchase and the final fees will be shown at the time of your purchase on the Platform. The balance of the Rental Fee will go directly to the Provider. A security deposit may be additionally collected from the Renter by the Platform for each usage of the Paid Services and will be automatically returned to the Renter upon the completion of the Paid Services without any damage or dispute.

Subject to our refund and cancellation policy below, all payments on the Platform are non-refundable.

If you make any payment on the Platform, you agree to the following, as applicable:

- (a) Unless otherwise specified, you must make payment in Singapore Dollars ("**SGD**");
- (b) To declare and pay any prevailing local taxes applicable on the payment at the time of purchase;
- (c) You may use the credit card(s) or other payment method(s) specified by us in connection with the payment and that the information you supply is true, correct and complete;

- (d) We, or our choice of payment platform or payment service providers, may store and continue billing your payment method (e.g., credit card) to use to pay other purchases you may make;
- (e) That the actions of third-party logistics providers, payment platforms or Designated Payment Methods (defined below) that you have selected from the options available on the Platform are not within our control and by selecting a third-party logistics provider or payment platforms, you shall hold the Company harmless against all losses and damage caused by the actions of such third-party logistics providers or payment platforms;
- (f) At the end of each subscription term, we will automatically renew your subscription (based on the prevailing subscription fees) for the same length of the term and process your payment using the payment method we have on record for you, unless you cancel the plan on your corresponding appstore.
- (g) If we are unable to process payment through the payment method we have on record for you, or if you file a chargeback disputing charges made to your payment method and the chargeback is granted, we may suspend or terminate your subscription of the Paid Services without liability to you; and
- (h) We reserve the right to adjust the fees for the Paid Services at our sole and absolute discretion.

We employ the use of third-party services ("**Designated Payment Methods**") for the purpose of facilitating payment and the completion of purchases. Accordingly, you represent and warrant that there are sufficient funds or credit to complete the purchase using the Designated Payment Method on our Platform.

7. Disclaimer for Payments

These disclaimers are in relation to your payments on the Platform and are in addition to those under the section "Disclaimers" below.

Whilst we make best efforts to ensure that all details, descriptions and prices which appear on the Platform are accurate, there may be instances where errors may occur. In such a case, we reserve the right to refuse or cancel your purchase at any time for reasons including but not limited to service availability, errors in the description or price of the service, error in your purchase, or if any unauthorized or illegal transaction is suspected, or other reasons, without liability to you.

We do not guarantee or warrant the availability of the Paid Services or any specific content therein. We reserve the right to offer or cease to offer additional features to any of the Paid Services, or to otherwise modify, cancel or terminate your subscription to the Paid Services at our sole discretion and at any time in the future as we see fit.

We do not provide any payment services and any payments between you and third-party service providers shall be made directly or through third-party payment service providers subject to the terms of the applicable agreement between you and the third-party service providers.

8. Refund and cancellation policy

As above, all payments for the Paid Services are non-refundable. If you wish to cancel your subscription to the Paid Services, please follow the steps below:

If you cancel your subscription, your access to the Paid Services will automatically end on the last day of your billing period and upon cancellation, you will not be entitled to receive a refund or credit of any fees already paid for your subscription. For the avoidance of doubt, cancelling a subscription does not terminate your existing account to use the Platform.

9. Ownership of Content and Trademarks

Unless otherwise stated, all content accessible on the Platform, including text, links, graphics, images, illustrations, designs, logos, icons, domain names, service marks, software, scripts, and the organization and arrangement of these elements, is owned by and controlled by us and/or our affiliates, licensors, or other third parties ("**Platform Content**") and protected by worldwide copyright laws.

Furthermore, all registered and unregistered trademarks, logos, and service marks are the exclusive property of SharedOut and/or their respective owners. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the Platform Content or copies of the Platform Content supplied to you or which appears on the Platform nor use any such Platform Content in connection with any business or commercial enterprise. We reserve the right to terminate the limited license granted by us if there is any unauthorized use of the Platform Content.

You agree that all your input and any copyright thereto shall be owned and controlled by us and you hereby fully and irrevocably assign and transfer all rights to such input to us and you undertake to do all things necessary to effect the same. Your input on the Platform will be used for the training of the artificial intelligence used on the Platform.

10. Intellectual Property Rights

We own (and are entitled to enforce) all proprietary rights in the Platform, and in all Platform Content, copyright, trademarks, trade names, service marks and other intellectual property rights related thereto. The Platform contains copyrighted material, trademarks, and other proprietary information by us and/or licensors. We reserve the right, with or without notice, at any time and in our sole discretion to block access to and/or terminate the accounts of any user who infringes or is alleged to infringe any copyrights or other intellectual property rights.

Trademarks not owned by us that appear on the Platform are a property of their respective owners who may not be affiliated with or connected to us. You agree to comply with all copyright, trademarks and other proprietary rights of such third parties when you use the Platform. We will not be responsible for any copyright, trademark or proprietary rights infringements caused by third party material on the Platform.

We respect copyright laws and will endeavour to remove any material on the Platform that have been ascertained to infringe copyright laws. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Platform, please contact us and provide us with the following information in writing: 1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner; 2. Identification of the copyrighted work that you claim has been infringed; 3. Identification of the material that is claimed to be infringing and where it is located on the Platform; 4. Your particulars such as your name, address, contact number and e-mail address for us to contact you; and 5. A statement confirming that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

11. Prohibited Use

You are solely responsible for your actions while using the Platform. This responsibility includes, but is not limited to, any content, information, or other materials you post or upload to the Platform, and you assume all associated risks related to using the Platform.

To ensure that the Platform are safe for all users, we will monitor the Platform for violations of these Terms and take appropriate legal action against anyone who uses or accesses the Platform in a manner that infringes the law or these Terms. This may include but are not limited to reporting such users to law enforcement authorities, terminating your account with us or denying your access to the Platform, at our sole and absolute discretion.

You are strictly prohibited from using the Platform for any harmful, misleading, fraudulent illegal or unauthorised activities and you shall not engage in, or assist others in:

- Violating these Terms or any other policies applicable to the Platform.
- Posting or publishing sensitive personal information (such as phone numbers, residential addresses, health information, social security numbers, driver's license numbers, or other account numbers) about yourself or another user on the Platform.
- Copying or adapting the Platform' software.

- Reverse engineering the Platform' including our Mobile App or making unauthorised copies, modifying, adapting, translating, disassembling, decompiling or creating any derivative works based on the Platform, including any portion thereof or determine or attempt to determine any source code, algorithms, methods or techniques embodied on the Platform or any derivative works thereof;
- Using deep-linking, robots, spiders, or any automatic or manual process to access, acquire, copy, or monitor any part of the Platform or Platform Content, or attempting to obtain materials, documents, or information through any means not specifically provided by the Platform. You acknowledge and agree that accessing or using the Platform may expose you to content from other users that you may find offensive, indecent, or objectionable. We disclaim all liabilities related to such offensive content on the Platform.
- Uploading any material, program, or software containing viruses, worms, spyware, Trojan horses, or other code designed to interrupt, destroy, or limit the Platform's functionality, launch a denial of service attack, or otherwise interfere with the Platform's operation and availability.
- Using, launching, developing, or distributing any automated system, including, but not limited to, spiders, robots, cheat utilities, scrapers, offline readers, or data mining or similar data extraction tools, to access the Platform. Additionally, you may not use or launch any unauthorized script or other software.
- Interfering with, disabling, vandalizing, or disrupting the Platform, or servers or networks connected to the Platform.
- Hacking into, penetrating, disabling, or otherwise bypassing the Platform' security measures, servers, or software, or mobile application networks linked to the Platform.
- Impersonating another person or falsely claiming an affiliation with any organization or institution.
- Sending emails to the addresses provided on the Platform (including in these Terms) to harass, annoy, intimidate, or threaten any of our employees or agents.
- Using the Platform in any manner that violates any applicable law.
- Doing anything (or attempt) to interfere/tamper with, disrupt or impair the intended operation of the Platform, disrupt our Platform or any networks connected to the Platform, or bypass/circumvent any measures we may use to prevent or restrict access to the Platform.

12. User Obligation

As a user of the Platform, you are subject to the following obligations:

You are strictly prohibited from cutting, copying, distributing, modifying, recreating, reverse engineering, distributing, disseminating, posting, publishing, or creating derivative works from, transferring, or selling any information or software obtained from the services. Limited use may be allowed with our prior permission. Unauthorized reproduction, copying of content for commercial or non-commercial purposes, and unwarranted modification of data and information within the content of the services is not permitted.

You cannot enter into, solicit or complete any rental, payment or related transaction outside the Platform. Any transaction occurring off the platform constitutes a breach of these Terms and immediately voids all protections, guarantees or dispute resolution mechanisms offered by SharedOut.

In places where Platform allow you to post or upload data/information, you must not upload, transmit, distribute, store or otherwise publish material that is offensive and you must comply with applicable laws. You agree not to:

- Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean, or otherwise violate the legal rights of others.
- Engage in any activity that interferes with or disrupts access to the Platform or the services, or with the servers and networks connected to the Platform.
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

- Publish, post, or disseminate any information that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful.
- Post any file that infringes the copyright, patent, or trademark of other legal entities.
- Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer.
- Probe, scan, or test the vulnerability of the Platform or any network connected to it, or breach the security or authentication measures on the Platform or any network connected to it.
- Collect or store data about other users in connection with prohibited conduct and activities.
- Use the Platform or any material or Platform Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity that infringes the rights of these Platform or other third parties.
- Violate any code of conduct or other guidelines applicable to any particular service.
- Violate any applicable laws or regulations, whether within or outside Singapore.
- Violate the Terms, including but not limited to any applicable additional terms of the Mobile App.
- Create liability for us or cause us to lose the services of our internet service provider ("ISPs") or other suppliers.
- Engage in advertising to, or solicitation of, other users of the Platform to buy or sell any products or services, including those related to what is displayed on the Platform. Transmitting chain letters or unsolicited commercial or junk email to other users via the Platform is prohibited. Using any information obtained from the Platform to harass, abuse, or harm another person, or to contact, advertise to, solicit, or sell to another person without our prior explicit consent is also a violation of these Terms. We reserve the right to disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes.

13. Accuracy Disclaimer

We make no guarantees, representations or warranties, whether express or implied, with respect to the use of the Platform. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on any such content.

We are not a party in any of the dealings between you and another user or third party or fulfilment of the services thereof (where applicable).

We are not responsible for the conduct of any user. You agree that we and our affiliates, subsidiaries, related entities or its partners shall not be liable (directly or indirectly) for any losses, damages or refunds whatsoever, whether direct, indirect, general, special, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Platform and/or any other damages resulting from communications with other users or persons you meet on or through the Platform (where applicable). You agree to take all necessary precautions in all interactions with other users.

The accuracy of data, programs or materials accessed through the Platform is based on our information and data. We make no representation concerning its completeness, truth, accuracy or its suitability for any particular purpose. Users should rely on their own independent investigations. Before relying on any information accessed through this Platform or application, a user should:

- carefully evaluate the accuracy, currency, completeness and relevance to their own circumstances of the information for the purpose for which it is to be used; and
- obtain any appropriate professional advice, including professional advice from a registered medical practitioner, relevant to the user's particular circumstances.

We make no guarantees, representations or warranties, whether express or implied, with respect to the comprehensiveness, accuracy, or the currency of the Platform' content or to the sufficiency of the Platform' content in helping you track your fitness journey or achieve your goals.

We make no guarantees, representations or warranties, whether express or implied, with respect to the quality and reliability of the Platform' output in response to your input and usage of the Platform and to the durability of the Platform' storage and records of your input and generated content.

14. Information Provided by Us

(a) From time to time, we may post comments, articles or content related to home improvement or other matters on the Platform. As above, these articles are part of the Platform Content and are the intellectual property of the Company, and you are prohibited from posting, reproducing, publishing, changing, or editing such articles. If you have any feedback on any article posted on the Platform, please contact us below. We are under no obligation to remove such articles, and the final decision rests with us. Articles posted by us should be treated as general information only.

(b) While we take utmost care to ensure that data and information provided on our Platform are true and accurate, system errors can occur, and data generated by other users may be false. We are not responsible for such data.

(c) We are not liable to you in any way for any loss arising from activities including, but not limited to, our negligence, breach of contract, intellectual property and trademark infringement, breach of laws, etc.

(d) Our Platform may have external links to other Platform/mobile applications/Platform which may be inserted for convenience and reference only. We do not endorse these Platform/mobile applications/Platform and are not responsible for the information found on them. External Platform/mobile applications/Platform may have their own policies, and we are not responsible for any loss or damage caused by them to you. You are advised to use your discretion when navigating and using external Platform.

Information, data, programs or materials which are offensive, pornographic, unsuitable for minors' access or otherwise of a criminal or violent nature may infiltrate or become accessible through the Platform due to circumstances beyond our control and we make no representation as to the suitability of the information accessible for viewing by minors or any other persons.

By using the Platform, you will be assuming all risks associated with use of the Platform including risk of your computer, software or data being damaged by any virus which might be transmitted to or activated via the Platform or your access to it.

15. Relationship

Nothing in these Terms shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

16. Indemnity

You hereby agree to defend, indemnify, and hold harmless to the fullest extent the Platform, the Company, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from and against any and/or all claims, liabilities, costs, demands, causes of action, damages and expenses including but not limited to attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

You hereby agree to defend, indemnify, and hold harmless to the fullest extent the Platform, the Company, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from and against any and/or all claims, liabilities, costs, demands, causes of action, damages and expenses including but not limited to attorneys' fees and expenses, in relation to you or your use of the Platform, arising out of an act or omission of a third party service provider involved with the Platform.

Where you are an entity, you agree to defend, indemnify, and hold harmless to the fullest extent the Platform, the Company, its parents, subsidiaries, and affiliates, and each of their respective officers,

directors, employees, agents and advisors from and against any and/or all claims, liabilities, costs, demands, causes of action, damages and expenses including but not limited to attorneys' fees and expenses, arising out of the breach of these Terms by your representatives or officers.

17. Wear and Tear

Fair Wear and Tear ("**Fair Wear and Tear**") means a reasonable unavoidable deterioration of a tool resulting from mindful and proper use in accordance with the Provider's instructions and the tool's intended purpose over the agreed rental period. Fair Wear and Tear includes but is not limited to minor marks, surface scratches and does not include damage caused by misuse, negligence, unauthorised modification, or failure to follow operating instructions. Fair Wear and Tear shall be borne by the Provider.

Negligent Damage ("**Negligent Damage**") means loss of, damage to, or impairment of a tool that goes beyond Fair Wear and Tear, including but not limited to damage resulting from:

- (a) misuse, abuse, or improper handling of the tool; (b) failure to comply with operating, safety, or maintenance instructions provided by the Provider; (c) unauthorised modification, repair, or alteration of the tool; or (d) loss, theft, or damage arising from the Renter's lack of reasonable care.

Negligent Damage shall be the responsibility of the Renter, who may be liable for repair or replacement as determined in accordance with our dispute resolution mechanism.

In the event of a dispute, the condition of the tool is to be submitted to the SharedOut MobileApp via photographs/ videos and shall be considered by us when determining whether the damage constitutes Fair Wear and Tear or Negligent Damage. For the avoidance of doubt, SharedOut is entirely excluded from any physical injury or property damage caused by a tool's failure or a user's negligence. Furthermore, we reserve the right to capture a portion or the entirety of the security deposit (paid by the Renter) to remunerate the Provider in case of Negligent Damage.

18. Limitation of Liability

We do not control or direct what people and others, including any third-party logistics or service providers, do or say, and we are not responsible for their actions or conduct (whether online or offline, in relation to the Platform) or any content that they share (including offensive, inappropriate, obscene, unlawful or other objectionable content).

We cannot predict when issues may arise with the Platform. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances shall the Platform or the Company, nor any of its affiliates, subsidiaries, related entities, directors, partners, officers, employees or agents, be liable (directly or indirectly) to you, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, for any direct or indirect economic or financial loss or damage (including loss of business, revenue, profits, goodwill, reputation, information or data), or for any consequential, special, indirect, exemplary, punitive or incidental damages howsoever caused or arising from any breach or failure of the Company to perform any of its obligations under these Terms. These limitations on our liability shall apply whether or not we have been advised of, or should have been aware of, the possibility of any such losses arising.

To the fullest extent permitted by applicable law, any dispute you have with any third party arising out of your use of the Platform, including, by way of example and not limitation, any carrier, copyright owner or other user, is directly between you and such third party. You irrevocably release us and our affiliates, subsidiaries, related entities, directors, partners, officers, employees and agents from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

19. Third party rights

No person who is not a party to these Terms shall acquire any rights under it or be entitled to benefit from it even if that person has relied on any such term or has indicated to any party to these Terms its assent to any such term.

20. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of Singapore.

All disputes, controversies, or differences arising out of or in connection with these Terms shall first be attempted to be mediated and resolved internally between the Parties. The Parties hereto agree to participate in the internal mediation in good faith. The disputes, controversies or differences shall be referred within seven (7) days to the Singapore Mediation Centre ("**SMC**") in the event the internal mediation does not work. The Parties agree to participate in mediation in good faith and undertake to abide by the terms of any settlement reached.

If the dispute cannot be resolved by mediation within sixty (60) days of the date that it is referred to mediation, then the dispute shall be submitted to the non-exclusive jurisdiction of the Courts of Singapore.

21. Waiver and Severability

Failure to promptly enforce any provision of these Terms in the event of non-compliance does not constitute a waiver of our rights under these Terms. In the event that any portion of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction or arbitrator, the remaining provisions shall continue to be in full force and effect to the maximum extent permitted by law.

22. Entire Agreement

These Terms constitute the complete agreement between you and SharedOut pertaining to your use of the Platform, and they replace any prior or concurrent agreements, communications, or understandings between you and SharedOut regarding this matter.

23. Assignment

You are not allowed to assign or purport to assign any of your rights and obligations under these Terms, without our prior written consent. Any such attempted assignment will be considered void and will result in an automatic termination of your access to the Platform/Mobile App. However, we reserve the right to assign these Terms, along with any rights or obligations, as part of a merger, acquisition, sale of assets, corporate reorganization, or to any affiliate.

24. Marketing and Use of Information

When you use our services, you agree to receive marketing communications from us. These communications may encompass various forms, including newsletters, promotional emails, product updates, and special offers.

We may share your information with trusted third-party partners for marketing purposes. These partners might contact you directly with marketing offers related to their products or services. We recommend reviewing their individual privacy policies for a deeper understanding of how they manage your data.

25. Changes to these Terms

We retain exclusive authority to amend the Terms without your consent or notice to you. It is your responsibility to periodically review the terms and remain informed of any modifications. Should you continue to use the Platform after such changes have been made, it will be considered as your consent to accept the revised policies.

26. General

- (a) The Company does not warrant that your access and usage of the Platform will always be safe and seamless in its operation. The Platform may face delays, errors, service disruptions, time-outs and may even 'hang' (collectively, "**Disruptions**"). The Company shall not be

responsible for any of these Disruptions and the Company disclaims liability for any claims, costs and damages known or unknown that may arise out of the Disruptions.

- (b) We ensure compliance with the Personal Data Protection Act 2012 in respect of the collection, storage and handling of user NRIC details (where required for high-value tools) and handover photographs.
- (c) You undertake not to utilise the Platform to do anything unlawful and criminal in nature. You agree to indemnify, defend and hold the Company and its staff harmless from any loss, liability, claim or demand arising out of or in connection with your access and use of the Platform and/or your breach of these Terms.
- (d) The headings used in these Terms are for convenience only and shall not affect the interpretation of these Terms.
- (e) No failure on the part of the Company to exercise and no delay on the part of the Company in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under these Terms by the Company preclude any other or further exercise of it.
- (f) These Terms contains the whole agreement between you and the Company relating to the subject matter hereof to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between you and the Company in relation to the matters dealt with in these Terms.
- (g) There may be advertisements of third party products and/or services displayed within this Platform. The contents of such advertisements belong to independent third parties and are not affiliated with, endorsed by, or associated with SharedOut and its products and services in any way. SharedOut shall not be responsible for any claims or losses in relation to such contents or your interactions with such third parties, including their platforms (if any).

27. Google Analytics / Usage Information

- (a) We use Google Analytics to understand how our customers engage with our business so you we can deliver better experiences and drive results.
- (b) We do not use cookies to track your activity on the Platform or across other Platform. Google Analytics uses event-based measurement architecture, pure interaction data such as page loads, button clicks, conversion events, and transactions to generate anonymized data for the Company's analysis.

The Company gathers certain information and stores them in log files automatically in order to improve the Platform's services. This information includes operating system, internet protocol addresses, internet service provider, referring/exit pages, files viewed on the Platform, date/time stamp, clickstream data and/or browser type. This information may be combined with other information the Company collects about users.

- (c) The Company and/or its service providers may use local storage to store content information and preferences.

28. Supplemental Terms App Stores

To the extent permitted by applicable law, the following supplemental terms shall apply when accessing the Platform through specific devices:

(a) Apple

Apple is not a party to these Terms.

The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform on the Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Services.

Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.

In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform.

Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation (a) product liability claims; (b) any claim that the Platform fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any third-party claim that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim.

(b) Google Play

By downloading the Platform from Google Play (or its successors) operated by Google, Inc. or one of its affiliates ("**Google**"), you specifically acknowledge and agree that:

- To the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "Google Play Terms"), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of the Platform that you download from Google Play, and;
- You hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by the Company or you (or any other user) under these Terms or the Google Play Terms.

29. Third Party Services

The Platform may integrate third party service providers, including but not limited to Google Cloud, Firebase and Stripe. Where such services are used, the applicable terms and conditions and privacy policies of the relevant third party shall apply directly between you and that third party.