

DE ERA TERMS AND CONDITIONS

PLEASE READ THESE TERMS (AS DEFINED BELOW) CAREFULLY BEFORE USING THE DE ERA APPLICATION (the “**APP**”). IF IN DOUBT, PLEASE SEEK PROFESSIONAL ADVICE. BY USING THE APP IN ANY WAY, YOU CONFIRM AND AGREE THAT THESE TERMS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DE ERA. IF YOU DO NOT ACCEPT THESE TERMS (OR ANY PART THEREOF), PLEASE DO NOT USE THE APP AND DO NOT APPLY FOR OR USE ANY OF THE PRODUCTS AND SERVICES OFFERED OR PROVIDED ON OR VIA THE APP. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THESE TERMS AND ANY OTHER TERMS AND CONDITIONS BETWEEN YOU AND DE ERA 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. DEFINITIONS AND INTERPRETATION

1.1 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 De Era 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 De Era 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 De Era Data Protection Policy.

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

“De Era” means De Era Holdings Pte Ltd (UEN: 201915068Z) and its successors.

“De Era Accounts” means accounts that is offered by De Era, through which the holder of such accounts may, inter alia, effect and obtain payment services, subject to de Era 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 De Era may from time to time specify. De Era Accounts includes but not limited to De Era Credit, De Era Coins and De Era Associate.

“De Era Data Protection Policy” means the current version of the data protection policy available at _____ or such other Internet website as may be maintained in respect of such policy.

“FINTECH SEA” means FINTECH SEA Pte Ltd (UEN: 20190710H) and its successors.

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

“Indemnified Parties” means De Era, the other De Era 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 De Era from time to time.

“Payment Service Providers” means De Era 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.

“SME TOUZI” means SME TOUZI Pte Ltd (UEN: 201629873G) and its successors.

“SMS” means Short Message Service.

“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.

- 1.2 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.
- 1.3 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.
- 1.4 Any reference in these Terms to any Clause shall be construed as a reference to the clauses of these Terms unless otherwise expressly stated.
- 1.5 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.
- 1.6 Any reference in these Terms to any person shall be construed as a reference also to such person’s successors and assigns.

2. DE ERA

- 2.1 To contact De Era in connection with any matter relating to the APP, you may call De Era hotline at +605-5416182 (during office hours) and +6013-5337109 (after office hours). De Era may record any telephone conversations 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 De Era 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 De Era (whether or not it is expressly stated as such in the relevant provision). De Era shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions. Without prejudice to the foregoing, if De Era nevertheless provides any reason or explanation for any of its determinations, decisions or opinions, such reason or explanation shall not be binding on De Era, and does not constitute any

representation, warranty or undertaking by De Era (as to future action or otherwise).

3. ELIGIBILITY

3.1 You acknowledge and agree that before you are eligible to access and use the APP (including to effect and obtain any De Era Service), you are required to satisfy all the criteria set forth in Clause 3.2, as may be amended from time to time by De Era in its sole and absolute discretion, and to have successfully passed all identification checks, due diligence and other checks, screenings and verifications which De Era in its sole and absolute discretion considers necessary.

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

3.2.1 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;

3.2.2 you have been referred by a Sponsor and have a valid mobile number to be able to register an account with De Era;

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

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

3.2.5 you are not in arrears of any payment due to De Era and its associated companies.

3.3 In the event any of the criteria in Clause 3.2 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 De Era in its sole and absolute discretion considers necessary, or if at any time, De Era, at its sole and absolute discretion, suspects any fraud in relation to, and/or misuse of De Era Accounts and/or the APP, De Era shall be entitled to suspend or terminate the availability to you of and/or your access to and/or use of your De Era 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 De Era Service by the relevant

De Era Service Provider, in each case, without notice to you and without giving any reason.

4. DE ERA ACCOUNTS

- 4.1 You may register for De Era Accounts 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:
- 4.1.1 in person at De Era Clinic Counter or such other authorised locations as may be determined by De Era from time to time;
 - 4.1.2 in person at roadshows organised by De Era from time to time;
 - 4.1.3 through the App;
 - 4.1.4 such other channels as De Era may make available from time to time;
- 4.2 De Era retains the sole and absolute discretion to approve or reject any request to register De Era Accounts in whole or in part, or to impose any conditions whatsoever to the registration of De Era Accounts.
- 4.3 You may only register for De Era Accounts, and access and use the App and the De Era 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 De Era Accounts to effect or obtain any De Era Service, including making any payments or carrying out any transactions or other activity pursuant to any De Era Service.
- 4.4 Any access or use of your De Era Accounts in breach of these Terms or any access or use of your De Era 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.
- 4.5 Where the mobile line linked to the mobile number you have provided to De Era in order to register for De Era Accounts is transferred, suspended or terminated for any reason whatsoever, you shall forthwith notify De Era of the same and provide to De Era 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, De Era shall be entitled to suspend (for such period as De Era may in its sole and absolute discretion consider appropriate) or terminate your De Era 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 De Era 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 De Era 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 De Era Accounts using the App or such De Era 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.

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

4.7 You shall promptly notify De Era upon discovering that there has been any:

4.8.1 inappropriate or unauthorised disclosure of and/or use of your Password and/or any details of your De Era Accounts; and/or

4.8.2 inappropriate or unauthorised access to and/or use of the App and/or any De Era Service effected using your Password and/or any details of your De Era Accounts,

and you shall promptly take such steps as may be specified by De Era in relation to the foregoing matters (including to change your Password).

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

5. DE ERA APPLICATION AND DE ERA SERVICES

5.1 Subject always to these Terms, iAPPS 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 valid De Era Accounts and (ii) your De Era 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 De Era Services, provided that such access and use shall be made in Singapore, Malaysia and countries where De Era Membership is accepted, on a mobile device that you own or control for non-commercial purposes.

- 5.2 You acknowledge and agree that the access to and use of the De Era Application and De Era Services is offered to you on an “as available, where available” basis. De Era may, at its sole and absolute discretion, at any time add to, vary or limit the features and/or functions of the App, any De Era Service or any De Era 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 De Era Service or any De Era Content which may be made available to you without notice to you.
- 5.3 Any and all access and use by you of the App and De Era 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.
- 5.4 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 De Era Service Provider, and to any and all other applicable terms, conditions and processes as may be introduced, amended and/or implemented by the relevant De Era Service Provider and/or De Era 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.
- 5.5 You acknowledge and agree that in order to use the Pay Service, you as the transferor must be able to identify the recipient as De Era Clinic or authorised payment agent via the App on when the relevant payment/transfer is sought to be made.
- 5.6 You must (and may only) pursue any claim, dispute or remedy which you may have in relation to a De Era Service with the relevant De Era Service Provider.
- 5.7 Where the relevant De Era Service Provider is not FINTECH SEA and/or iAPPS and/or SME TOUZI:
- 5.7.1 FINTECH SEA’s and/or iAPPS’s and/or SME TOUZI’s obligations are limited to taking instructions from you (which instructions shall be in such manner and form and accompanied by such information and supporting documentation as FINTECH SEA and/or iAPPS and/or SME TOUZI may require from time to time) and such De Era Service Provider and relaying such instructions to you or the De Era Service Provider, as the case may be, in connection with the relevant De Era Service. De Era shall have no other responsibility in relation to the relevant De Era Service.
- 5.7.2 Any instructions given by you to FINTECH SEA and/or iAPPS and/or SME TOUZI in connection with any De Era Service may not be cancelled, withdrawn or amended unless FINTECH SEA and/or iAPPS and/or SME TOUZI

in its sole and absolute discretion consents otherwise. FINTECH SEA and/or iAPPS and/or SME TOUZI shall not bear any liability or responsibility for any and all Losses if FINTECH SEA and/or iAPPS and/or SME TOUZI does not or is unable to stop or prevent the carrying out of the relevant De Era Service or any transaction as a result of such instructions.

5.8 Notwithstanding any other provision of these Terms, De Era shall be entitled in its discretion, to refuse to carry out and/or complete any request submitted or transaction carried out by you or on your behalf pursuant to any De Era Service.

6. DE ERA ACCOUNTS SERVICES

6.1 De Era Accounts includes but not limited to De Era Credit, De Era Coins and De Era Associate.

6.1.1 De Era Credit is a holding account which reflects the balance user has with De Era for spending on products and treatments.

6.1.2 De Era Coins is a holding account where personal rebates are credited into. You may earn personal rebates when you purchase products and treatments via the APP. De Era Coins may be redeemed upon subsequent purchase of selected products and treatments.

6.1.3 De Era Associate is a holding account where associate commissions are credited into.

6.2 You may top-up and add credit to your De Era Credit through the following cash-in points, subject to any terms, conditions and processes as may be introduced, amended and/or implemented by iAPPS from time to time in relation to the same:

- i. De Era Clinics;
- ii. the APP, or any other platforms as may be determined by De Era from time to time at its sole discretion;
- iii. such other channels (including participating retail stores and payment kiosks) as may from time to time be offered, provided or made available by De Era to you and listed on De Era Website.

6.3 The balance for the time being standing to the credit of your De Era Accounts ("Unused Balance") is held on trust by De Era for you, and does not earn interest for you. Save as otherwise expressly provided in this Clause 6.3, no refunds or cash withdrawals may be made from your De Era Accounts:

6.3.1 You may at any time submit a request to De Era through the De Era Hotline at +605-541 6182 for refund of the Unused Balance in De Era Associate only

and termination of your De Era Accounts. Unused Balance in De Era Credits and De Era 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 De Era from time to time. Upon receipt of your request, De Era will provide, subject to verification and any deductions as provided in Clauses 6.3.3 and 6.3.4, a full refund of the Unused Balance in De Era Associate to you, excluding any unused cash credits that were given to you by iAPPS, as whereupon your De Era Accounts shall be terminated. The refund shall be made by De Era in such manner and at such time as De Era may determine in its sole discretion, as shall be advised by De Era.

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

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

6.3.4 Any refund of any Unused Balance may be subject to such additional administrative fees as De Era 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 De Era Website or on such date as may be otherwise stated. Your continued access to and use of the De Era Application, your De Era Accounts and/or any of the De Era 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).

6.4 Notwithstanding any provision in these Terms, De Era shall be entitled to, at any time and without notice to you:

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

6.4.2 deduct from your De Era Accounts any fees, charges or other amounts which are payable by you to De Era or any De Era 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.

7. PAYMENT SERVICES

7.1 In addition to the criteria and conditions referred to in Clause 3, 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 7.2, as may be amended from time to time by De Era 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, De Era 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.

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

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

7.2.2 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 Malaysia 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 Malaysia and any relevant jurisdiction (including the jurisdiction in which such charges are to be incurred).

7.3 All Payment Amounts shall be denominated in Malaysia Ringgit. 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 Malaysia Ringgit, De Era shall be entitled to convert such sum into Malaysia Ringgit at such rate as may be determined by De Era, and such converted sum shall be deemed to be the "Payment Amount" for the purposes of these Terms.

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

7.4.1 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 De Era in its sole and absolute discretion considers necessary;

- 7.4.2 the relevant Payment Beneficiary complying with all terms and conditions imposed by De Era for the receipt of the relevant Payment Amount;
 - 7.4.3 the Unused Balance for the time being in your De Era Accounts being sufficient to fulfil the relevant Payment Transaction Request;
 - 7.4.4 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 De Era Services you have effected or obtained through the De Era Application and/or in relation to your De Era Accounts.
- 7.5 De Era 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 De Era's fraud, gross negligence or wilful misconduct.
- 7.6 De Era 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 De Era 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).
- 7.7 You shall exercise caution when transferring any Payment Amount to any unfamiliar Payment Beneficiary and shall always be alert to the possibility of fraud.
- 7.8 You acknowledge and agree that:
- 7.8.1 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 De Era shall not be obliged to verify the accuracy, adequacy and completeness of any such Payment Transaction Request; and
 - 7.8.2 a Payment Transaction Request once given to De Era may not be cancelled withdrawn or amended by you unless De Era in its sole and absolute discretion consents otherwise, and in this connection, De Era has no liability or responsibility if it does not or is unable to stop or prevent implementation of the Payment Transaction.

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

7.10 In respect of any complaints concerning any Payment Transaction Request raised by you to De Era, you hereby acknowledge that:

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

7.10.2 you shall notify in writing to De Era 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 7.10.1; and

7.10.3 without prejudice to any of De Era's other rights and remedies (under these Terms, at law, in equity or otherwise), De Era 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.

8. CASH REFERRAL CREDIT

8.1 De Era is giving Cash Referral Credit to any current De Era Member who introduces new Members to De Era.

8.1.1 Once any of your friends has signed up with De Era 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.

8.1.2 The Cash Referral Credit will be deposited into your De Era Associate account.

8.1.3 De Era 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 De Era Associate account are still valid.

9. PRODUCTS OR SERVICES

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10. MODIFICATIONS TO SERVICES AND PRICES

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

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

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

11. ACCURACY OF BILLING AND ACCOUNT INFORMATION

11.1 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.

11.2 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.

12. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

- 12.1 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.
- 12.2 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.

13. OPTIONAL TOOLS

- 13.1 We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- 13.2 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.
- 13.3 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).
- 13.4 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.

14. THIRD-PARTY LINKS

- 14.1 Certain content, products and services available via our Service may include materials from third-parties.
- 14.2 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.
- 14.3 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 third-party'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.

15. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

15.1 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.

15.2 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.

15.3 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 third-parties 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.

16. PERSONAL INFORMATION

16.1 Your submission of personal information through the store is governed by our Privacy Policy. You may view our Privacy Policy at <https://www.deera.io/privacy-policy/>.

17. CHARGES

17.1 De Era 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 De Era Application (including your registration for and access to and

use of De Era Accounts), any reactivation or termination of the provision of and/or your access and/or use of the De Era Application and/or your De Era 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 De Era. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the De Era Website or on such date as may be otherwise stated. Your continued access to and use of the De Era Application and/or your De Era 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).

17.2 De Era 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 De Era Service and related De Era Content, and/or any reactivation or termination of the provision of and/or your access and/or use of the relevant De Era Service and related De Era Content. The quantum of such fees and charges shall be as determined by such De Era Service Provider. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the De Era Website or on the website of such De Era Service Provider or on such date as may otherwise stated. Your continued access to and use of the relevant De Era Service and related De Era 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).

17.3 Where you do not carry out any transaction through De Era for a continuous period of more than 6 months, De Era may designate your De Era Accounts as "Dormant Accounts". A dormancy fee (to be determined by De Era and posted on the De Era Website from time to time) shall then be charged by De Era and deducted from your De Era Accounts for every month thereafter during which your De Era Accounts remains Dormant Accounts. You will not be able to carry out transactions with Dormant Accounts, and will need to contact De Era at its customer care hotline at +605-541 6182 to reactivate a Dormant Account. De Era shall be entitled to suspend or terminate your ability to access and use your De Era Accounts to effect or obtain any and all De Era Services where your De Era Accounts are Dormant Accounts and the balance in your De Era Accounts is insufficient to meet the monthly dormancy fee payable.

17.4 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 De Era Accounts) may be directly debited from your De Era Accounts.

17.5 You acknowledge and agree that your use of any mobile or data services in relation to your download of the De Era Application (and/or any updates thereof) and/or any access to and/or use of the De Era Application, any De Era Service and/or any De Era 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).

18. YOUR GENERAL OBLIGATIONS

18.1 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:

18.1.1 any and all information provided by you to De Era and/or any other De Era 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 De Era and/or the relevant other De Era 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 De Era and/or the relevant other De Era Service provider from time to time);

18.1.2 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;

18.1.3 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;

18.1.4 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 De Era and any De Era Service Provider may specify from time to time in relation to the APP, including the provision of the App by De Era to you, and your use of the App, any De Era Service and De Era Content;

18.1.5 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 De Era Accounts, the App and the relevant De Era Services and related De Era

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;

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

18.1.7 you shall render to De Era and other De Era Service Provider any assistance and co-operation as De Era or such other De Era Service Provider may require in connection with any investigation undertaken and/or action taken by De Era or such other De Era Service Provider (as the case may be) (including that referred to in Clause 19.3).

18.2 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:

18.2.1 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;

18.2.2 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;

18.2.3 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);

18.2.4 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;

- 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;
- 18.2.9 using or storing any bots on De Era or any other De Era Service Providers' servers;
- 18.2.10 carrying out any activities which De Era may consider to be actually or potentially injurious to any person (including any De Era Service Provider);
- 18.2.11 sending, posting (whether through the APP, on any website, mobile site, application, interface or platform that displays the "De Era" 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 De Era 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 De Era considers, in its sole and absolute discretion, to be, misleading;
 - vi. comprises or undermines the security or integrity of De Era 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 De Era;
 - vii. contains any errors, whether technical or otherwise; or
 - viii. contains or constitutes any material in any form that would render De Era or any other De Era Service Providers liable to any claim or proceedings whatsoever;
- 18.2.12 transmitting or distributing any viruses, worms, defects, Trojan horses, cancelbots, sniffer, time bombs or any programming or code of a destructive nature;
- 18.2.13 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;

- 18.2.14 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;
- 18.2.15 exploiting or abusing the APP;
- 18.2.16 breaching, tampering with, circumventing or modifying any security measures used by or on behalf of De Era in connection with the APP, including any encryption codes or technological protection measures in or used in connection with the APP; or
- 18.2.17 imposing an unreasonably large load on the servers serving the APP.

19. GENERAL RIGHTS OF DE ERA

- 19.1 De Era shall be entitled to send, and you hereby consent to De Era, sending and to you receiving, “push notifications” and SMS notifications relating to:
 - 19.1.1 your access to and use of the APP and your De Era Accounts (including details of how and when to update the De Era Application); and
 - 19.1.2 the Base Services and/or Additional Services.
- 19.2 Notwithstanding any other provision of these Terms, De Era 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).
- 19.3 De Era 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 De Era 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.
- 19.4 De Era 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 De Era 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.
- 19.5 Notwithstanding any provision in these Terms which require De Era to, or envisage that De Era will, give, notify or inform you of any matter, De Era may nevertheless not notify or inform you of such matter if De Era considers in its sole and absolute discretion that notifying or informing you of such matter will

or may cause (i) De Era or any other De Era 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 De Era, any other De Era Service Provider, any regulatory authority or law enforcement body, or otherwise).

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

19.7 Without prejudice to any of De Era's other rights and remedies (whether under these Terms, at law, in equity or otherwise), De Era 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. De Era 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.

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

20. DISCLAIMERS, INDEMNITY AND LIABILITY

20.1 De Era 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.

20.2 You acknowledge and agree that the APP and all De Era Services (and your access thereto and use thereof), and all De Era 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 De Era 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

- 20.3 All De Era Content are provided or made available to you for general information and reference only. In addition, De Era 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 De Era 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.
- 20.4 De Era 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 De Era Content as a basis for making any decision, including whether to register for De Era Accounts or to access or use a De Era Service. De Era 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.
- 20.5 Your access to and use of the APP, any De Era Service and any De Era 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 De Era Service, De Era Content, and purchase any product or service.
- 20.6 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.
- 20.7 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:
- 20.7.1 in relation to these Terms, the APP, any De Era Service, or any De Era Content including:
- i. the provision of the APP, any De Era Service, and any De Era Content to you;
 - ii. The performance by De Era of its obligations under these Terms;

- iii. any failure or delay in, interruption to or disruption of the provision of the APP, any De Era Service or any De Era Content to you, or in the transmission or receipt of any data in connection with the provision of the APP, any De Era Service or any De Era Content to you, howsoever caused or arising;
- iv. your access to and use of the APP, any De Era Service and any De Era 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 De Era Service.

20.7.2 as to the accuracy, privacy, reliability, security, timeliness, non-infringement, title, merchantability, fitness for purpose, accessibility, functionality, availability or ability of the APP, any De Era Service or any De Era Content;

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

20.7.4 as to whether the APP, any De Era Service or any De Era 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;

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

20.7.6 as to whether or not your access to and/or use of the APP, any De Era Service or any De Era 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.

20.8 You acknowledge and agree that your access to and use of the APP, any De Era Service and any De Era Content is subject to the following service conditions being met:

20.8.1 the availability to you of a suitable mobile handset or device that is compatible for use with the APP and the relevant De Era Service and De Era Content;

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

20.8.3 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 De Era Service or De Era Content is accessed and/or used by you.

20.9 You acknowledge and agree that De Era 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. De Era 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 De Era and such Appstore Providers.

20.10 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:

20.10.1 these Terms, the APP, any De Era Service or any De Era Content, including the matters described in 20.7.1(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 De Era or any De Era Service Provider of their respective rights under these Terms;

20.10.2 any transaction or activity carried through your De Era Accounts or pursuant to any De Era Service being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way for any reason whatsoever;

- 20.10.3 any unauthorised, mistaken, unlawful or wrongful payments made through your De Era Accounts or pursuant to any De Era Service for any reason whatsoever;
 - 20.10.4 the performance by or on behalf of De Era 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);
 - 20.10.5 any product or service obtained from any Payment Merchant pursuant to any Payment Transaction (or any description of such product or service);
 - 20.10.6 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);
 - 20.10.7 any failure, refusal, delay, error or other act or omission by or on behalf of any De Era Service Provider or content provider;
 - 20.10.8 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 De Era Service or any De Era Content, including where such information is (to your knowledge or otherwise) inaccurate, inadequate, incomplete, ambiguous, inconsistent or otherwise;
 - 20.10.9 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 De Era Service or any De Era Content (including in any Payment Transaction Request); and
 - 20.10.10 any Force Majeure Event.
- 20.11 This Clause 20 shall survive any expiry, termination or other cessation of your relationship with De Era and/or your access to and/or use of the APP, any De Era Service or any De Era Content. De Era reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with De Era in asserting any available defences.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 You agree that caching, hyperlinking to, and framing of the APP or any De Era Content are strictly prohibited, and that you shall not, and shall not assist,

procure or cause any person to do or omit to do any thing which may constitute any of such activities.

- 21.2 All Intellectual Property Rights in or relating to the APP, any De Era Service and any De Era Content, including information, communications, software, texts, graphics, links and sounds, belong to De Era, the relevant De Era 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.
- 21.3 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 De Era 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 De Era’s prior written consent.
- 21.4 You acknowledge and agree that the APP, the De Era Services, and all De Era Content may not be used, and you shall not and shall not assist, cause, permit or authorise any person to use the APP, any De Era Service or any De Era Content (or part thereof), for commercial purposes (including commercial distribution).
- 21.5 You hereby grant to De Era a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in all information and material which you provide to De Era in accessing and using the APP, any De Era Service and/or any De Era Content, for any purpose De Era deems fit (including the copying, transaction, distribution and publication thereof).

22. PERSONAL DATA

- 22.1 De Era and each other De Era 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 De Era and each other De Era Service Provider, any and all Customer Information,

in the manner and for the purposes set out in the De Era Data Protection Policy, and for the following purposes:

- 22.1.1 considering whether to approve and/or processing your request for registration for De Era Accounts and/or to provide you with any De Era Service;
- 22.1.2 administering and/or managing your De Era Accounts and/or your relationship with De Era and any other De Era Service Provider;
- 22.1.3 offering, providing and making available to you and carrying out their respective De Era Services;
- 22.1.4 performing the obligations under these Terms and any Additional Terms;
- 22.1.5 carrying out identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes);
- 22.1.6 dealing in any matters relating to the APP and/or De Era Services and/or De Era 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);
- 22.1.7 investigating fraud, misconduct, any unlawful action or omission, whether relating to your application, your claims or any other matter relating to your De Era Accounts and/or relationship with De Era and any other De Era Service Provider, and whether or not there is any suspicion of the aforementioned;
- 22.1.8 for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators, exchanges, clearing houses, markets or depositories); and
- 22.1.9 providing you with information, offering rewards, conducting market research and other survey, maintaining safety and security, and other purposes as further described in the De Era Data Protection Policy, (collectively, the “Purposes”).

- 22.2 You hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Malaysia (if applicable), by and on behalf of De Era, 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 De Era and any other De Era Service Provider, De Era would be processing your

personal data for De Era for any other De Era Service Provider for any of the Purposes.

- 22.3 You hereby represent, warrant and undertake to De Era and each other De Era Service Provider that where you or your representative is responsible for the provision of any information or data relating to any natural person to De Era and/or any other De Era Service Provider, or actually provides any such information or data to De Era and/or any other De Era Service Provider, you have informed each such person and each such person has given consent to De Era's collection, use and disclosure of their personal data as described under these Terms and the De Era Data Protection Policy.
- 22.4 You agree that De Era and each other De Era Service Provider may retain all Customer Information for the Purposes and in compliance with the applicable law.
- 22.5 If you wish to withdraw your consent given under this Clause 22, you are required to submit a request to De Era (in such form as may be specified by De Era from time to time), whereupon De Era shall be entitled to take such action, or procure to be taken any such action, as De Era may consider appropriate arising from or in connection with such withdrawal of consent (including suspending or terminating the provision of De Era, in whole or in part, to you).
- 22.6 You hereby consent to De Era and each De Era 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 De Era Accounts) or the relevant De Era Service, respectively. If you contact De Era or any De Era Service Provider via email, De Era or such De Era Service Provider may keep a record of that correspondence.
- 22.7 You consent to De Era's use of the data files which are placed on your device when you access and/or use the APP and/or any De Era Service ("Cookies") and De Era's use of Cookies, as follows:
- 22.7.1 to collect information about how you access and use the APP and De Era Services;
- 22.7.2 to identify your device for the following purposes:
- i. for the operation of the APP and the provision of the De Era 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;

- 22.7.3 to enable De Era 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;
 - 22.7.4 to enable De Era to personalise APP Content for you and make the APP more relevant to your interests;
 - 22.7.5 to store and remember your login and preferences in accessing and using the APP and De Era Services (for example, your choice of language and currency) to avoid you having to re-enter such information when you return to the APP;
 - 22.7.6 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
 - 22.7.7 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 De Era's online marketing and advertising programs.
- 22.8 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 De Era Services and features on the APP may not work as they otherwise would if you had not 'blocked' such Cookies.
- 22.9 You may from time to time give your agreement, consent or authority to all collection, use and disclosure by De Era and any other De Era Service Provider of any Customer Information, for any purpose(s) requested by De Era or such other De Era Subsidiary, by any form of writing or by the acceptance by you of any relevant terms and conditions (including in these Terms and the De Era Data Protection Policy) which refer to such consent or authority.
- 22.10 The provisions of this Clause 22 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 De Era from time to time, including as may be described in the De Era Data Protection Policy.

23. FORCE MAJEURE

- 23.1 De Era 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 De Era Accounts to effect or obtain any De Era Service) if the delay or failure was due to any Force Majeure Event.

24. SUSPENSION AND TERMINATION

- 24.1 De Era may at any time suspend (for such period as De Era 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 De Era Accounts and/or any of the De Era Services (as the case may be), in each case, without notice to you and without giving any reason. De Era may (but shall not be obliged to) post a notice of such suspension or termination on the De Era Website or make such notice available in any other manner deemed appropriate by De Era.
- 24.2 A De Era Service Provider may at any time suspend (for such period as such De Era 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 De Era Service (or any part thereof), in each case, without notice to you and without giving any reason.
- 24.3 Without prejudice to the foregoing, De Era and each De Era Service Provider may at any time suspend (for such period as such De Era or such De Era 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 De Era Accounts and/or the relevant De Era Service (or any part thereof) (as the case may be), including freezing any Unused Balance in your De Era Accounts, without notice to you, if:
- 24.3.1 De Era or such De Era 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;
- 24.3.2 you have, or De Era or such De Era 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;
- 24.3.3 De Era or such De Era 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 De Era Service (including for any unauthorised use or any criminal or illegal purpose);
- 24.3.4 De Era or such De Era Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you are using the APP, your De Era Accounts or any or all of the De Era Services, or the relevant De Era Service, respectively, on behalf of another party;
- 24.3.5 De Era or such De Era 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;

- 24.3.6 there is a material security threat to the APP, your De Era Accounts or any of the De Era Services (as the case maybe) (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code);
- 24.3.7 you become bankrupt or generally fail or are unable to pay any of your debts as they fall due;
- 24.3.8 De Era or such De Era Service Provider (as the case may be) is, in its sole and absolute discretion, of the opinion that you have perpetrated a fraud on De Era or any De Era 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;
- 24.3.9 you die, or become mentally incapacitated or suffer some other form of legal disability;
- 24.3.10 any information provided by you to De Era or such De Era Service Provider (as the case may be) in connection with these Terms or the relevant De Era Service, respectively, is found to be false, misleading or incorrect;
- 24.3.11 you have, or De Era or De Era 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 De Era Services, or the relevant De Era Service, respectively; and/or
- 24.3.12 any representation or warranty made by you to De Era or such De Era Service Provider (as the case may be) in connection with these Terms is incorrect or misleading.
- 24.4 If you wish to suspend or terminate your access to and use of the APP and/or your De Era Accounts, you are required to submit a request to De Era (in such manner and form and accompanied by such information and supporting documentation as may be required by De Era 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.
- 24.5 If you wish to suspend or terminate your access to and use of any De Era Service, you are required to submit a request to De Era and the relevant De Era Service Provider in such manner and form and accompanied by such information and supporting documentation as may be required by De Era and/or the relevant De Era 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.

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

24.7 Any suspension or termination of your access to and use of the APP, your De Era Accounts or any De Era 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.

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

24.9 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 De Era Services and/or your De Era Accounts (as a whole):

24.9.1 you shall not have any right, benefit or interest in connection with these Terms, the APP, your De Era Accounts or any De Era Service, and without prejudice to the foregoing:

- i. the licence granted by De Era 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 De Era Services, and shall not, and shall not assist, cause or permit any person to, access or use the APP, your De Era Accounts or any De Era Service in any way (such licence, and your access to and use of the APP, your De Era Accounts and the De Era 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 De Era 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);

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

24.9.3 Any and all sums due or accrued or payable to De Era or any other De Era Service Provider in connection with these Terms and/or your access to and use of the APP, and your De Era Accounts and any De Era

Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to De Era or such other De Era Service Providers; and

24.9.4 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 De Era Services and/or the De Era Accounts (as a whole), you may register for a new account in accordance with these Terms, if desired. However, without prejudice to any of De Era's other rights and remedies (under these Terms, at law, in equity or otherwise), De Era 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.

24.10 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 De Era Services (but not De Era as a whole):

24.10.1 you shall not have any right, benefit or interest in connection with the relevant De Era 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 De Era Service, and shall not, and shall not assist, cause or permit any person to, access or use such suspended or terminated De Era Service in any way (such access to and use of such De Era 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 De Era 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);

24.10.2 none of De Era and the other De Era Service Providers shall have any obligation to you in connection with such suspended or terminated De Era Service; and

24.10.3 any and all sums due or accruing due or payable to De Era or any other De Era Service Providers in connection with your access to and use of such suspended or terminated De Era Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to De Era or such other De Era Service Providers.

25. MODIFICATION

- 25.1 De Era shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (including any amendments made to the De Era Data Protection Policy) by giving no less than 7 calendar days' notice thereof to you, by posting on the De Era website or in any other manner deemed appropriate by De Era (which shall constitute good and sufficient notice thereof to you by De Era 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.

26. WAIVER

- 26.1 No failure to exercise or enforce, and no delay on the part of De Era 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 De Era at any time.

27. Confidentiality

- 27.1 You agree that De Era and/or any De Era 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 De Era Service, unless agreed otherwise in a separate direct contract between you and De Era and/or the relevant De Era Service Provider, or otherwise required under applicable law.

28. ASSIGNMENT

- 28.1 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 De Era.
- 28.2 De Era 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 De Era website or on such date as may be otherwise stated. In the event that De Era assigns and transfers all its rights, interests and obligations under these Terms:
- 28.2.1 all references to De Era in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of De Era; and
- 28.2.2 such assignee and transferee shall be entitled to enforce all rights and perform all obligations of De Era and to be paid all sums due from you

under these Terms as at the date of such assignment and transfer thereafter.

28.3 Without prejudice to Clause 20, De Era 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 De Era Service Provider) as De Era deems fit, whether for such third party to carry out or procure the carrying out of such obligations or matters. In such event, De Era 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.

29. NOTICES AND CORRESPONDENCES

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

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

29.1.2 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

29.1.3 in the case of despatch by post:

- i. to any address in Singapore, on the next day after it was posted by De Era and/or the relevant De Era Service Provider; or
- ii. to any address outside Singapore, on the seventh (7th) day after it was posted by De Era and/or the relevant De Era Service Provider.

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

30. SEVERABILITY

30.1 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.

31. DE ERA RETURN AND REFUND POLICIES

- 31.1 DE ERA offers our MEMBERS an unconditional thirty (30)-day money back guarantee. If for any reason our MEMBER is dissatisfied with any DE ERA 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.
- 31.2 Product must be unused, unopened and can be resold as a condition to receiving the refund.
- 31.3 Products on Promotion (sale, discount, free gift, one-for-one offer and etc) cannot be returned for refund.
- 31.4 In the case of services (beauty treatment, medical aesthetic), refund is at the sole and absolute discretion of DE ERA.
- 31.5 In case of regenerative medicine, cancellation, reschedule and refund is not possible 7 days prior to the date of treatment. There will be no refund, exchange or replacement if the MEMBER is a no-show on the appointed date and time of treatment.
- 31.6 Refund will be made in DE ERA Credits deposited into the MEMBER's account. No refund will be made in cash.

32. RETURN OF PRODUCT AUTHORISATION

- 32.1 If returning product by mail or courier service, before any product may be returned to DE ERA, whether it is a shipping error, MEMBER return or damaged product, the MEMBER must contact DE ERA Customer Service to obtain a Return Merchandise Authorisation number (RMA), which must be clearly written on the exterior of the returned package(s).
- 32.2 Any package received without such identification clearly visible on the package exterior will be refused.
- 32.3 When returning products, you are strongly recommended to obtain proof of posting, such as invoice and/or tracking number. DE ERA is not responsible for package lost in delivery.
- 32.4 Shipping fees for returns are to be borne by MEMBER.
- 32.5 Unused and/or unopened products returned over the counter at DE ERA's clinics does not require a RMA.
- 32.6 Mailing address for product returns is:
Klinik De Era

No. 7, Tingkat Taman Ipoh 12
Taman Ipoh Selatan
31400 Ipoh, Perak,
Malaysia.

33. PRODUCT REPLACEMENT

33.1 In case of defective products or shipping error, DE ERA will replace the product and bear the shipping cost to the MEMBER.

34. THIRD PARTY RIGHTS

34.1 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.

35. APPLICABLE LAW AND JURISDICTION

35.1 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.