

## **1. GENERAL**

- 1.1 Thank you for visiting the EyRIS Website (the “**Website**”).
- 1.2 The Website is run by EyRIS Pte. Ltd. (UEN ID 201705165Z) and its Affiliates (“**EyRIS**”, “**we**” or “**us**”). By using or accessing this Website as a user (“**User**”), you are deemed to have acknowledged and agreed that you have read, understood, accepted and agreed with these Terms of Use.
- 1.3 If you are agreeing to these Terms of Use for use or access of the Website by an organisation, you are agreeing to these Terms of Use on behalf of that organisation and you represent and warrant to EyRIS that you have legal authority to bind that organisation to these Terms of Use. If you do not so agree, please do not use or access the Website.
- 1.4 “**Affiliate**” means, in relation to EyRIS Pte. Ltd., any entity that controls, is under the control of, or is under common control with, EyRIS Pte. Ltd., where control means the direct or indirect ownership of more than 50 per cent of the voting capital or similar right of ownership of that party or the legal power to direct or cause the direction of the general management and policies of that party, whether through the ownership of voting capital, by contract or otherwise.

## **2. ACCESS TO THE WEBSITE**

- 2.1 Users may access the website without registering. The Website relies on systems, databases and technologies outside of our control. While we will endeavour to provide uninterrupted access to the Website, we do not guarantee continuous accessibility or uninterrupted operation of the Website. EyRIS may change, suspend, or discontinue the Website, any of its content, and/ or access to part or all of it, without notice at any time and for any reason.
- 2.2 It is your responsibility to ensure your device meets all the necessary technical specifications to enable you to access and use the Website.
- 2.3 EyRIS reserves the right to terminate or restrict your access to part or all of the Website at any time without prior notice if EyRIS has reasonable grounds to believe that you have breached these Terms of Use.

## **3. ACCEPTABLE USE OF THE WEBSITE**

- 3.1 You will take no action which is intended to, or could reasonably be expected to, have an adverse effect on EyRIS, the Website or any person associated therewith, including but not limited to any action which could reasonably be expected to lead to adverse publicity for EyRIS, the Website, or any person associated therewith.
- 3.2 When you use the Website, you shall not:
  - (i) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including but not limited to materials harmful to EyRIS or violative of third-party privacy rights;
  - (ii) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
  - (iii) interfere with or disrupt the integrity or performance of the Website or the data contained therein;
  - (iv) attempt to gain unauthorized access to the Website or its related systems or networks;
  - (v) engage in any conduct that could damage EyRIS’s reputation or amount to being disreputable;
  - (vi) violate any law or regulation;
  - (vii) violate or infringe other people’s intellectual property, privacy, publicity, or other legal rights;
  - (viii) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by EyRIS or any of EyRIS providers or any other third party to protect the Website;
  - (ix) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website, except to the limited extent as may be allowed by the applicable law; or advocate, encourage, or assist any third party in doing any of the foregoing;
  - (x) modify or make derivative works based on the Website;
  - (xi) create internet “links” to the Website or “frame” or “mirror” the Website on any other server or wireless or internet-based device;
  - (xii) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/ or performance of the Website;
  - (xiii) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or
  - (xiv) remove any copyright, trademark or other proprietary rights notices contained in the EyRIS Platform.
- 3.3 EyRIS will have the right to investigate and prosecute breaches of any of the above to the fullest extent of the law. EyRIS may involve and cooperate with law enforcement authorities in prosecuting Users who breach these Terms of Use. You acknowledge that EyRIS has no obligation to monitor your access to or use of the Website, but has the right to do so for the purpose of operating the Website, to ensure your compliance with these Terms of Use, or to comply with the applicable law or the order or requirement of a court, administrative agency or other governmental body. EyRIS reserves the right, at any time and without prior notice, to remove or disable access to any User Content that EyRIS in its sole discretion considers objectionable, in violation of these Terms of Use or otherwise harmful to the EyRIS Platform.

## **4. LIABILITY**

- 4.1 Nothing in these Terms of Use shall limit or exclude EyRIS’s liability which cannot be legally be limited, including liability for:
  - (i) death or personal injury caused by its negligence;
  - (ii) fraud or fraudulent misrepresentation; and
  - (iii) any matter in respect of which it would be unlawful to exclude or restrict liability.
- 4.2 The Website is provided on an “as is” and “as available” basis without warranties of any kind. To the fullest extent permitted by applicable law, we do not make any representations or warranties of any kind whatsoever in relation to the Website or any part thereof, and hereby exclude and to the extent the following warranties cannot be excluded, we hereby disclaim all express, implied

and/ or statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including but not limited to any representations or warranties:

- (i) as to the accuracy, completeness, correctness, currency, timelines, reliability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of the Website, or any part thereof; and/ or
  - (ii) that the Website, any part thereof, or any functions or features associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the Website and the servers used in connection therewith are and will be free of all viruses and other malicious, destructive or corrupting code, programme or macro.
- 4.3 In no event shall EyRIS or any of its directors, officers, employees, agents or licensors (collectively, the “**Protected Entities**”) be liable to you or any other party for any liability, obligation, damages, claims, penalties, actions, legal fees, disbursements, expenses, and losses (including but not limited to any direct, indirect or consequential losses, economic loss, and loss of reputation) (“**Loss**”) resulting from (a) the use or inability to use the Website; (b) reliance on any information, materials, tools or online services provided in or available from this Website; (c) any changes made to the Website or any temporary or permanent cessation of the Website or any part thereof; (d) any unauthorised use of your account; (e) the unauthorised use of the Website; (f) any security defects in the Website which does not directly result from EyRIS’s acts or omissions, or which is beyond EyRIS’s reasonable control; and (g) any other matter relating to the Website.
- 4.4 To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the Protected Entities against any Loss that EyRIS incurs or may incur, arising from or in connection with:
- (i) your breach of these Terms of Use;
  - (ii) your access and use of the Website;
  - (iii) any unauthorised use of your account;
  - (iv) any unauthorised use of the Website;
  - (v) any inaccuracy in any representation or warranty you made to us; and/ or
  - (vi) any action taken to investigate a suspected breach of these Terms of Use or to enforce our rights
- 4.5 To the fullest extent permitted by law, you must bring any claim or cause of action arising from or relating to your use of the Website within one (1) month from the date on which such claim or cause of action arose or accrued, or such claim or cause of action will be irrevocably waived.
- 4.6 If, despite the limitations above, EyRIS or any of the Protected Entities is found liable for any Loss arising out of or in any way connected with any of the occurrences described above, in no circumstances will the aggregate liability of EyRIS or any of the Protected Entities for damages to you under these Terms of Use exceed any amount you have paid.

## **5. COPYRIGHT AND TRADEMARKS**

- 5.1 EyRIS owns and retains all right, title and interest in all of EyRIS’s intellectual property rights, including, without limitation: inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data (whether or not patentable, copyrightable or protectable in trade mark), and any trade marks, copyright or patents based thereon, and all of the source code, technical information, text, graphics, logos, images, content and information relating to and/ or used on or by the Website (“**Intellectual Property Rights**”).
- 5.2 You acknowledge and agree that you have and shall have no right or interest in any of the Intellectual Property Rights beyond a revocable, non-exclusive, non-transferable, non-assignable, personal, limited right to access and use the Website as a User, subject to these Terms of Use.
- 5.3 You shall not otherwise use or claim or make any attempt to otherwise use or claim any Intellectual Property Rights for any reason whatsoever, and all rights not expressly granted to you are reserved by EyRIS.
- 5.4 You agree to not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or remove any copyright, trademark or other proprietary rights notices contained on the Website.

## **6. LINKS TO OTHER WEBSITES**

- 6.1 The Website may contain links to sites operated by entities other than EyRIS (“**Hyperlinks**”). The Hyperlinks are provided for convenience only. The linked sites are not subject to EyRIS’s control and are governed by their own terms of use. EyRIS has not reviewed or verified the content on such linked sites and the Hyperlinks do not represent endorsements by EyRIS of the content, operator or owner of the linked sites. EyRIS makes no warranty that the linked sites, or the EyRIS Platform will conform to any description thereof or perform any desired operations or functions, be uninterrupted or error-free, or be free of viruses, worms, trojan horses or other disabling or harmful components.
- 6.2 EyRIS also makes no warranty that the Hyperlinks will successfully direct you to the intended linked site, that such linked site remains available for viewing or that you are not re-directed to an unintended site in error or by the action of third parties. If you decide to access any third-party sites linked from the Website, you do so at your sole risk. EyRIS will bear no Loss to any person arising from or in connection with any access or use of any linked sites, including any Loss caused by malicious actions of third parties, computer viruses, malicious code or unwanted software.

## **7. AREA OF PRODUCT AND SERVICE DELIVERY**

- 7.1 EyRIS may in its sole discretion offer various types of products and services (“**Services**”) that are applicable for different time periods.
- 7.2 We reserve the right to update and amend the Website at our sole discretion from time to time. We may at any time add, delete or change any Services provided on the Website.
- 7.3 The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. You are responsible for the taxes, duties, fees, charges and/ or costs, however denominated, arising from or in connection with your use of the Website.

**8. TERMINATION**

- 8.1 Access to the Website or any part thereof may be changed, suspended, discontinued, terminated, or disabled at any time without notice, including for the following reasons:
- (i) violations of these Terms of Use;
  - (ii) a request and/ or order from law enforcement, a judicial body, or other government agency;
  - (iii) where provision of the Website is or may become unlawful;
  - (iv) unexpected technical or security issues or problems;
  - (v) your participation in fraudulent or illegal activities.

**9. FEEDBACK**

- 9.1 You agree that EyRIS may contact you to obtain your feedback regarding the Website or for marketing and other purposes. You agree to assign to EyRIS all right, title and interest in any feedback and provide EyRIS with any reasonable assistance necessary to document and maintain EyRIS's rights in the feedback. This feedback may include oral or written comments or suggestions.

**10. PRIVACY**

- 10.1 Our Personal Data Protection Policy explains how we collect, use, and disclose information about you. By using the Website, you also agree to our Personal Data Protection Policy.
- 10.2 Please refer to our Personal Data Protection Policy for further details.

**11. MODIFICATION OF TERMS OF USE**

- 11.1 We reserve the right, at our sole discretion, to change, modify or otherwise alter these Terms of Use at any time, by posting the revised Terms of Use on this page. Your continued use of the Website after such changes have been posted will constitute your agreement and acceptance of such changes, modifications and alterations.

**12. GOVERNING LAWS AND JURISDICTION**

- 12.1 These Terms of Use shall be governed and construed in accordance with laws of the Republic of Singapore.