

**SEEDLY BUSINESS ACCOUNT**  
**Terms of Service Agreement**  
(Version 1.2, August 2021)

These terms and conditions (the "Agreement") are entered into by the Customer as defined below and Seedly Pte Ltd ("Seedly"). The Customer agrees to access the SeedlyBusiness account and use the SeedlyBusiness account services (the "Seedly Service") in accordance with the terms herein.

"Customer" means the entity set forth in a signup form or order form to obtain access to Seedly Service, who through its authorized personnel, uses or otherwise accesses the Seedly Service pursuant to the terms of this Agreement. If the Customer does not agree with (or cannot comply) with all the terms of the Agreement, the Customer shall not access or use the Seedly Service.

Personnel who accept this Agreement on behalf of a company, organization, or other legal entity (the Customer) represent and warrant that they are authorized to do so and have the authority to bind such entity to this Agreement. In which case the term "Customer" shall refer to such entity and to any such individual/personnel acting on behalf of the Customer.

This Agreement may include any (i) signup forms, order forms or request for information (KYC) forms provided to the Customer by Seedly for the Customer to obtain Seedly's services or features (each a "Order Form"), and (ii) the operating policies, rules and guidelines (collectively, the "Policies") that are referred to herein or that may otherwise be published by Seedly on its websites (as new Policies are created or amended from time to time including without limitation those provided on <https://seedly.sg/>).

Seedly may change, add or delete the terms and conditions of this Agreement, including the Policies, or any portion thereof from time to time in its sole discretion. The Customer will receive notice via their business account in case of material changes to the Agreement. The Customer expressly agrees to be bound by the terms and conditions of this Agreement as amended. The Customer's continued use of the services now or following the posting of any such notice of any changes will indicate acceptance by the Customer of such modifications.

## 1. SeedlyBusiness Account Services

### 1.1 The Account

When the Customer signs up for the Seedly Service, Seedly will provide the Customer with an account on Seedly's website (an "Account"). In the Account, the Customer will be able to view and access the services and features that are part of the Seedly Services. Seedly may at any time and without notice remove, change and alter the services and features made available to the Customer. Seedly may offer the Customer additional services, features, free trials of various Seedly services and the renewal of free Account subscriptions automatically without an Order Form. If the Customer uses the additional services and features and/or the free trials, such use will be governed by this Agreement and the Policies, which the Customer agrees to comply with when using these services, features and free trials.

### 1.2 Reviews Collector Service

1.2.1 The Account may allow the Customer to use the Reviews Collector service (the "Reviews Invitation") as specified in the Order Form, which sends an invitation and, if selected, one or more notifications to the Customer's customers (the "Consumer") on the Customer's activation, inviting

Consumers to post a review of their service experiences. The invitation includes a text and a direct link to an evaluation landing webpage, where the Consumer can post a review of the Customer and at the same time be registered as a user of Seedly's community. The invitation is sent by Seedly on behalf of the Customer, and it is therefore a precondition for the Reviews Invitation that the Customer provides Seedly with the necessary contact data in accordance with section 3.3.

### 1.3 Performance-based Benefits

#### 1.3.1 SeedlyReviews and Badges

Seedly owns the following assets or products ("Assets"): Reviews provided by its Users on its various online platforms of numerous financial and other products ("Reviews", each a "Review"); and Marks which Seedly displays on its various online platforms to assess, rate and/or score the aforesaid financial and other products that have been reviewed by its Users ("Marks" or "Reviews Badge"). The Customer agrees and/or acknowledges that the Reviews Badges are a well-known mark and/or trade mark and that any unauthorised use of the Reviews Badge shall be a breach of this Agreement and Seedly's intellectual property rights.

1.3.2 The Customer is granted a revocable non-exclusive right to use (which shall include the publication, advertising or displaying thereof) the Reviews on Seedly's various online platforms that pertain directly and only to the Customer's specific product or service. For example, the Customer shall not use any Reviews that are not wholly in respect of the Customer's product or service or for another one of the Customer's products or services

1.3.3 The Customer's usage of the Marks shall adhere to the following rules:

Should the Customer choose to publish a Review, the entire Review shall be published and not just portions or a truncated or summarised form of the Review. In this regard, the Review shall not be published in a manner that takes the Review out of context or otherwise would cause any reasonable reader / viewer to misunderstand or misinterpret the intention or true meaning behind the Review.

The Review must be clearly attributed to Seedly and a visible "do-follow" backlink to the Customer's Seedly Product Page with the following words "SeedlyReviews" stated alongside or with the Review. Any online platform which contains the said Review must be provided within the use of the Review itself.

Where a Review has for any reason been removed from Seedly's various online platforms, the Customer shall not use and/or shall immediately cease from further use of the Review.

Seedly may at any time for any reason and at its sole discretion require that the Customer cease and desist from using any of Seedly's Reviews forthwith. Once such notice (in any form whatsoever) is given from Seedly to the Customer, the Customer shall immediately cease any usage of Seedly's Reviews and in any event do so within 24 hours of being provided such notice.

1.3.4 The Customer's shall display the Reviews Badge in accordance with the following rules:

Where notified by Seedly, or where the Customer's product or service has been awarded a Reviews Badge, the Customer shall not use any SeedlyReviews unless the Customer uses, displays or publishes the corresponding Reviews Badge alongside or with the said Review(s). Any such use shall

constitute a misuse of the Review and a breach of this Agreement

#### 1.3.5 Exclusive Promotions\*

Seedly's Reviews Badge owners are eligible to insert exclusive promotions on its Seedly Product Page(s). Customer can insert exclusive promotions that provides the best market value to Seedly users and Seedly-branded promotions. Seedly is likely to remove the Customer's exclusive promotions on its Seedly Product Page(s) when the Customer's product or service no longer qualify for Seedly's Reviews Badges.

\*Exclusive Promotions will be removed from all Seedly Product Pages and no longer be a part of the Performance-based Benefits effective 1 September 2021.

Seedly's Reviews Badge and the ratings and scores thereon change regularly depending on the Reviews given by Seedly's users. A Reviews Badge is considered up-to-date if it is being displayed on one of Seedly's online platforms or has been displayed on one of Seedly's online platforms within the preceding 7 days. the Customer acknowledges that any form of use, publication, display or advertising of a Reviews Badge that is not up-to-date is a misuse of the Reviews Badge that is likely to give a reasonable reader / viewer the wrong impression, and is therefore a breach of this Agreement.

Seedly may at any time for any reason and at its sole discretion require that the Customer cease and desist from using, displaying or publishing any of Seedly's Reviews Badges. Once such notice (in any form whatsoever) is given from Seedly to the Customer, the Customer shall immediately cease any usage of Seedly's Reviews Badge and in any event do so within 24 hours of being provided such notice. Seedly is likely to require the Customer to cease such usage or publication of Seedly's Reviews Badge if the Customer's product or service receives less than 10 new Reviews in any given calendar month.

#### 1.4 Non-Seedly Applications

1.4.1 Non-Seedly applications can be web-based or offline software applications that connect or interoperate with the Seedly Service. Non-Seedly applications include applications that are developed for or by the Customer, applications that are listed in online directories, app-stores, catalogues or similar marketplaces, or third-party applications that may be identified as Seedly applications. These non-Seedly applications can be made available to the Customer by Seedly or a third party.

1.4.2 The Customer's use of non-Seedly applications, and any exchange of data between the Customer and the non-Seedly application provider, is solely a matter between the Customer and the non-Seedly application provider. The Customer agrees as between the Customer and Seedly that any data related to the Customer's use of such Non-Seedly Application is the sole responsibility of the Customer. If the Customer installs or enables non-Seedly applications that connect with the Seedly Service, including the Review Invitation services, the Customer accepts that Seedly may allow the non-Seedly application provider to access the Customer's data on the Customer's behalf, including Consumer data and confidential information, as required for the connection and interoperation of the non-Seedly application with the Seedly Service.

1.4.3 The Customer may be required to accept separate terms for the use of non-Seedly applications, and such terms will apply to the relationship between the Customer and the non-Seedly application provider regarding the use of the non-Seedly application. It is the sole responsibility of the Customer

to ensure that such terms provide appropriate protection of and access to the Customer's data, including Consumer data and confidential information.

1.4.4 The Seedly Service may also contain features that are designed to connect or interoperate with non-Seedly applications. If the Customer wishes to enable such features, the Customer may be required to grant Seedly access to the Customer's account(s) on the non-Seedly applications, and the Customer warrants that Seedly is lawfully entitled to access such information on behalf of the Customer. If the non-Seedly application provider ceases to make the non-Seedly application available to the Customer, Seedly reserves the right to cease to provide these features to the Customer without entitling the Customer to any refund or compensation.

1.4.5 Non-Seedly application providers are not sub-data processors or subcontractors of Seedly, and Seedly is not responsible for the non-Seedly application providers' conduct or negligence, including but not limited to any disclosure, modification, corruption, loss or deletion of the Customer's data resulting from any access by a non-Seedly application provider to the Customer's data from the Seedly Service via a non-Seedly application used, enabled or installed by the Customer. For the avoidance of doubt, Seedly is not responsible and shall have no liability or obligation for non-Seedly applications, and Seedly makes no representation and gives no warranty in relation to any non-Seedly applications, whether or not they are designated by Seedly as "Certified" or with a similar designation.

## 1.5 Seedly's API Solutions

If included in an Order Form or the Account the Customer may access Seedly's API solutions: Seedly's public API and Seedly's customer API (collectively, the "API Solutions"). Should the Customer request so, Seedly may provide the Customer with a key to get access to one or both of the API Solutions. Seedly reserves the right not to issue a key to the Customer in case of suspicion that the Customer is carrying out conduct in violation of the Agreement or the Policies.

## 1.6 Review Insights

The Account may allow the Customer to access SeedlyBusiness insights service ("Seedly Insights"), which provides certain analytics to Customer based on Seedly content, including user reviews, questions and answers. The Customer agrees that Seedly Insights are provided on an "as is" basis only and any information contained in Seedly Insights are not business advice or the opinion of Seedly. The Customer is solely responsible for any business decisions it makes using Seedly Insights.

## 1.7 Trials and Additional Services

Access and use of some features made available by Seedly may require authorizations of additional terms and conditions. If you use any such services, the additional terms and conditions will be made available and will become an integrated part of this Agreement. In the event of conflict between the additional terms and conditions and this Agreement, the additional terms and conditions shall prevail to the extent of the conflict as it applies to those services.

### 1.7.1 Clickout Buttons, Clickout Links and Promotional Texts Add-On Services

The Customer can purchase Add-On services such as Clickout Buttons effective 1 September 2021 by entering into an affiliate partnership with eKos\_connect or SingSaver. Customers with an affiliate partnership agreement with eKos\_connect or SingSaver will have their affiliate Clickout Links inserted and Promotional Texts displayed across Seedly's websites.

## 2. Consumer Conduct on the Seedly Service

Seedly is not responsible and assumes no liability for the Consumers' and other third parties' conduct on Seedly's websites or the use of the Seedly Service, including any review, question or answer and other content published by the Consumers and other users ("User Content"). The opinions expressed in the User Content do not represent the opinions of Seedly, its affiliates or any officers, directors, employees, contractors or shareholders of Seedly and its affiliates.

## 3. Customer's Obligations

### 3.1 General Obligations

The Customer shall (i) comply with the Agreement; (ii) comply with the Policies in force at any time; (iii) only use the Seedly Service on the domain(s) covered by the Agreement which are listed on the Order Form; and (iv) comply with all applicable laws and regulations with respect to its activities under this Agreement at all times. The Customer warrants and represents the Customer owns or has an exclusive license to operate the domain(s) listed on the Order Form.

### 3.2 Password

The password to the Seedly Service, which is provided to or created by the Customer in connection with the Agreement for login purposes, must only be used by and for the Customer. The login to the business account may not be shared. If the Customer has a need for more than one person to have access to the Customer's business account, the Customer must ensure that each person has his or her own login. The Customer and any person with a unique login to the Customer's business account must be contactable at any time via email as Seedly's system relies on continuous user authentication to be carried out via email, with no options for Seedly staff to bypass this, for security purposes. Access to multiple business logins may require that the Customer licenses additional modules on the Seedly Service.

### 3.3 Usage of the Reviews Invitation Service

3.3.1 If the Customer enables the Review Invitation Service, the Customer must provide Seedly with the data necessary for Seedly to create and send out invitations to Consumers. The data must be sent to Seedly using the provided interfaces and must include name, email address and reference number. The Customer warrants and represents that the Customer is entitled to allow Seedly to process this data as required (including having obtained all necessary consents from Consumers) in order to deliver the Review Invitation Services and that the use of such data by Seedly to deliver the Review Invitation Services shall not breach any applicable laws related to data privacy.

3.3.2 If the Customer enables the Reviews Invitation Service, the Customer must provide the necessary data for Seedly to create and send out invitations to Consumers. The data must be sent to Seedly using the provided interfaces and must include first name and email address. The Customer represents and warrants that the Customer is entitled to allow Seedly to process this data as required to deliver the Reviews Invitation service (including having obtained all necessary consents from the Consumers) and that the use of such data by Seedly to deliver the Reviews Invitation service shall not breach the Data Protection Requirements.

3.3.3 Through the Account, the Customer may have access to the reviews invitation templates. The Customer recognises that these templates are provided on an "as is" basis, and if the Customer

chooses to use any of these review invitation templates it is the sole responsibility of the Customer to ensure the review invitation template meets all applicable legal and regulatory requirements.

3.3.4 The Customer acknowledges and agrees that the Customer, and not Seedly, is and will be the sole or designated "Sender" of any and all messages sent or caused to be sent by Seedly to Consumers via the Reviews Invitation service (each, an "Invitation Email"). Without limiting any other obligation of the Customer contained in this Agreement, the Customer agrees to:

a) Provide Seedly with a "From" name that accurately identifies (by individual or company name) the person or company initiating the Invitation Email as the sender of such Invitation Email. The Customer shall notify Seedly of any changes to the "From" name.

b) Provide Seedly with a valid, operational return email address that (I) is routinely monitored by the Customer personnel, (II) remains operational for the duration of the Agreement, and (III) remains operational for as long as required by all applicable laws and regulations.

c) If required in accordance with applicable laws and regulations, ensure that all Invitation Emails contain an unsubscribe link and text that meets all applicable legal requirements, so that it is possible for recipients to request not to receive future commercial email messages from Customer and accommodate such requests in accordance with all applicable laws and regulations.

d) Accurately describe the subject matter of the Invitation Email within the "subject" header of the Invitation Email so that the subject heading would not be likely to mislead a recipient acting reasonably under the circumstances.

3.3.5 The Invitation Email must include the Customer's valid, physical postal address and if applicable, clear and conspicuous identification that the Invitation Email is an advertisement or solicitation.

#### 4. Impartiality

The Agreement shall not be considered or interpreted in any way as an approval, endorsement or recommendation of the Customer by Seedly, or of the Customer's products or the Customer's services. The Customer shall not under any circumstances market itself or in any way give public declarations in conflict with the above.

#### 5. Termination and suspension

5.1 Seedly may, without prior notice at any time and for any reason, suspend or terminate the Customer's access to the Account or use of the Seedly Service or portion thereof, or terminate the Agreement. Seedly will notify the Customer of such termination or suspension.

##### 5.2 Consequences of the Termination of Seedly Services or the Agreement

5.2.1 Upon termination of the Agreement, the parties are discharged from any obligations under the Agreement (subject to section 15) save that any obligations that accrued prior to termination shall survive.

5.2.2 In case of termination of the Agreement, no matter the cause, the Customer shall cease use of the Seedly Service from the date of termination.

5.2.3 Customer must cease all use of Seedly Designs, Seedly Badges, Marks, and reviews and promptly remove them from the Customer's domain(s) after expiration or termination of applicable Seedly Services.

5.2.4 Termination of the Agreement, no matter the cause, will have no effect on reviews posted on Seedly's websites and other third party networks even if such reviews have been posted as a result of the Customer's use of the Review Invitation Service, and such reviews will remain on Seedly's websites or other third party networks until removed by the Consumer who provided the review or by Seedly.

5.2.5 The Customer's unauthorised use of the Seedly Service can be prohibited by an injunctive relief without any requirements to post bond or other security.

## 6. Indemnity

The Customer shall indemnify, defend and hold harmless Seedly and its affiliates and its and their respective officers, directors, employees and agents (collectively "Indemnitees") against any liability, losses, damages, penalties, judgments, awards, settlements, costs and expenses (collectively "Losses") suffered or incurred by any Indemnitee as a result of any third party claim, allegation, action, suit or proceeding (including any investigation or other claim, allegation, action, suit or proceeding by any governmental authority) ("Third Party Claim") arising from or related to any assertion that (a) the use of any content provided by the Customer (i) infringes the intellectual property rights of a third party and/or (ii) violates applicable law and/or the Policies; (b) the use by the Customer of Seedly's Service violates the Policies or applicable law; (c) Seedly's use of Consumer data under this Agreement is in breach of any applicable laws related to data privacy or contractual commitment of the Customer; (d) any email message sent or caused to be sent by Seedly on behalf of the Customer violates any applicable law, rule or regulation; or (e) The Customer is or has breached any of the warranties or representations made by the Customer in this Agreement. The Customer shall not bring any claim against the Indemnitees arising from or related to any User Content, including without limitation, any claim that the User Content is defamatory, offensive or otherwise harmful. The Customer shall indemnify, defend and hold harmless the Indemnitees against any Losses suffered or incurred by any of the Indemnitees as a result of any such claim, whether such claim is brought by the Customer, any of its affiliates, or any of its or their officers, directors, employees, contractors, agents, shareholders or any third party.

## 7. Disclaimer

The Seedly service and any website operated by Seedly are supplied "as is" and may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability. Seedly expressly disclaims any and all warranties, express, implied or statutory, including, without limitation, any warranties of non-infringement, merchantability or fitness for a particular purpose.

## 8. Limitation of Liability

8.1 The use of the Seedly Service is the sole responsibility of the customer. In no event shall Seedly (or its affiliates, licensors and suppliers) be liable concerning any subject matter arising from or related to this agreement, the Seedly service or any of the websites operated by Seedly or its parent company regardless of the form of any claim or action (whether in contract, negligence, strict liability or otherwise) for (i) any loss of profits, contracts, revenue, business, business opportunity, loss or corruption of data or recovery of data, goodwill, security breach resulting from a failure of a third party telecommunications and/or the internet, anticipated savings or revenue (regardless of whether any of these is direct, indirect or consequential); (ii) any loss or damage arising in connection with liabilities to third parties (whether direct, indirect or consequential); (iii) any matter beyond its

reasonable control; (iv) any indirect, incidental or consequential loss or damage whatsoever; or (v) damages, even if Seedly has been advised of the possibility of such damages. These limitations are independent from all other provisions of this agreement and shall apply notwithstanding the failure of any remedy provided herein.

8.2 The Customer's sole and exclusive right and remedy in case of dissatisfaction with the Seedly Service, related services, features, or any other grievance shall be the customer's termination and discontinuation of access to, or use of the service.

8.3 Seedly is not liable for the general availability, applicability, or customer's use of the Seedly Service, or any data related to the customer's use of non-Seedly applications or any business decisions or the result of such decisions made by customer using Seedly insights, including without limitation liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty, restitution or otherwise arising from or in connection with the agreement, the Seedly service or any of the websites operated by Seedly.

8.4 Nothing in the Agreement excludes or limits either party's liability for matters which cannot be excluded or limited under applicable law.

## 9. Representations and Warranties

Each party represents and warrants to the other that (i) each party has the full corporate right, power and authority to enter into this agreement, to grant the rights granted hereunder and to carry out the terms and conditions contained herein; (ii) the execution of this agreement by such party, and the performance of its duties and obligations hereunder, do not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

## 10. Assignment and Transfer

10.1 The Customer is not entitled to assign or transfer its rights or obligations under the Agreement to any third party without prior written consent from Seedly. Any change of direct or indirect control of the Customer (whether by sale of controlling equity interests or otherwise) will be deemed to be an assignment of the Agreement by the Customer that requires Seedly's prior written consent.

10.2 Seedly is entitled to assign and/or transfer any of its rights or obligations under the Agreement to any third party.

## 11. Intellectual Property Rights

11.1 The Customer is only permitted to use Seedly's logos, graphics and trademarks ("Seedly Designs"), Marks and reviews to the extent expressly granted. The Customer may only use Seedly Designs that are made available in the Account. The Policies contain information for the Customer about which Seedly Designs the Customer may use, how Seedly Designs must be displayed and in what context.

11.2 The Seedly service, any content on the Seedly Service and all underlying technology (including all intellectual property rights embodied therein), is and will remain the sole and exclusive property of Seedly and will be protected in accordance with applicable copyright laws and other legislation. Unless otherwise expressly provided herein, no right, title, or license is granted to Customer including but not limited to any patent, copyright or other intellectual property right to the Seedly Service, any content

on the Seedly Service and any and all underlying technology, existing or future. The Customer shall not reverse engineer or otherwise attempt to discover the source code, object code or any trade secret related to the Seedly Service or any underlying technology.

11.3 If the Customer provides feedback, ideas, suggestions or comments on or regarding Seedly's websites, the Seedly Service, the Lab Features or other services offered by Seedly ("Feedback"), the Customer hereby grants to Seedly a perpetual, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to fully exploit such Feedback for any and all purposes.

## 12. Confidentiality

12.1 The parties shall not reveal the content of the Agreement to any third parties and keep confidential the terms of this Agreement (including any Order Form) and other pieces of information that the parties may have exchanged or may in the future exchange regarding their undertakings or business relationships under or in relation to this Agreement. Information which derives from or concerns a party can be demanded to be kept secret due to the nature of the matter.

12.2 The duty of confidentiality does not include information which is already published or publicly known unless the publication is due to a breach of the confidentiality obligations laid down in the Agreement. Disclosure of confidential information is not prohibited if such disclosure: (a) is in response to a valid order or request of a court or other governmental body or in order for the party to cooperate with authorities, courts or governmental bodies; (b) is requested to be disclosed on a confidential basis to a party's attorneys, advisors or potential acquirers or sources of financing in connection with a due diligence request; or (c) is otherwise required by law.

12.3 Notwithstanding the foregoing confidentiality obligation, the parties shall be entitled to disclose the existence of this Agreement to third parties including its termination.

## 13. Severability and Precedence

13.1 The invalidity, illegality or unenforceability of any section (or part of a section) of the Agreement does not affect the continuation in force of the remainder of the section (if any) and of the Agreement as a whole.

13.2 If there are any discrepancies, disputes, differences or the like between the Agreement, the Policies, and the Order Form, the documents will prevail in the following order of precedence (highest level of precedence first, lowest last): (i) the Policies, (ii) Order Form, (iii) the Agreement.

## 14. Entire agreement and Variation

14.1 The Agreement constitutes the entire agreement between the Customer and Seedly in relation to its subject matter. It replaces and extinguishes all prior agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and understandings of any nature made by or on behalf of the parties in relation to the same, whether oral or written.

14.2 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

## 15. Survival

The following sections shall survive termination of this Agreement; sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and any other section that by its nature is intended to survive expiry or termination of the Agreement.

## 16. Governing Law and Jurisdiction

16.1 The Agreement, and any disputes directly or indirectly arising from or related to the Agreement, shall be governed exclusively by the laws of the Republic of Singapore. Any disputes relating to or accruing from the Agreement and the Customer's use of Seedly's services must be settled exclusively in the Singapore courts and the parties hereby consent to the jurisdiction of such courts and waive any objections to the laying of venue in such courts.

## 17. Copyright Dispute Policy

It is Seedly's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue repeat offenders.

## 18. Notices and Contact

18.1 Notices required to be given under this Agreement shall be in writing and can be delivered by email, hand, sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement or the Order Form.