

## TERMS OF USE

These Terms of Use govern a User's access and use of the Greenview Platform. By accessing and using the Greenview Platform, the User shall be deemed to have agreed to be legally bound by these Terms of Use (as amended from time to time).

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms of Use, unless the context otherwise requires:

**"Affiliate"** means with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with the first Person;

**"Applicable Law"** means all applicable statutes, enactments, acts of legislature of parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental or regulatory authority, tribunal, board, court or a recognised stock exchange;

**"Confidential Information"** has the meaning ascribed to it in Clause 10.1;

**"Control"** means the power to direct the management or policies of any Person, whether through the ownership of over fifty per cent (50%) of the voting power of such Person, through the power to appoint more than half of the board of directors or similar governing body of such entity, through contractual arrangements or otherwise, and **"Controlled"** shall be construed accordingly;

**"Data"** has the meaning ascribed to it in Clause 8.4;

**"Greenview"** means Greenview Hospitality Pte. Ltd. and/or Greenview LLC;

**"Greenview Platform"** means the online platform operated by Greenview (including the software related thereto) accessible [here](#) (or such other link as may be specified by Greenview from time to time) by the User through the internet or other remote means, and any subsequent application programming interfaces or online platforms that are developed and made available by Greenview to interact with or otherwise be used in connection with the Services, including but not limited to the online portal accessible [here](#);

**"Indemnitee"** has the meaning ascribed to it in Clause 6.5;

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Person"** means any individual, corporation, company, partnership, firm, voluntary association, joint venture, trustee, trust, executor, administrator or other legal personal representative, unincorporated organisation, syndicate or other business enterprise, governmental, administrative or regulatory authority or agency or any other entity whether acting in an individual, fiduciary or other capacity, and their respective legal personal representatives, successors and permitted assigns, as the case may be;

**"Privacy Policy"** means Greenview's privacy policy (as amended from time to time) accessible [here](#)

“**Services**” means the services provided by Greenview to the User via the Greenview Platform, including any Subscription Services;

“**Service IP**” has the meaning ascribed to it in Clause 8.1;

“**Software Licence**” has the meaning ascribed to it in Clause 8.2;

“**Subscription Services**” means any Services provided by Greenview to the User via the Greenview Platform in consideration of fees payable by the User to Greenview;

“**Terms of Use**” means these terms of use (as amended from time to time) accessible [here](#)

“**User**” means any Person that accesses and/or uses the Greenview Platform, including its Affiliates;

“**User Account**” has the meaning ascribed to it in Clause 3.1; and

“**User Default**” has the meaning ascribed to it in Clause 4.4.

- 1.2. A reference to these Terms of Use or any document referred to herein includes any and all amendments, additions and variations thereto.
- 1.3. Unless the context otherwise requires, references to Clauses are to the clauses of these Terms of Use.
- 1.4. Headings shall not affect the interpretation of these Terms of Use.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Terms of Use and shall include all subordinate legislation made as at the date of these Terms of Use under that statute or statutory provision.
- 1.7. A reference to writing or written includes any means of visible reproduction including emails.
- 1.8. Any time or business day shall refer to Singapore time or a business day in Singapore, being a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore.

## **2. SERVICES**

- 2.1. The Services are made available to the User via the Greenview Platform, including any Subscription Services.
- 2.2. Greenview undertakes that the Services will be provided using reasonable care and skill. The foregoing undertaking shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Greenview’s instructions, or modification or alteration of the Services by any party other than Greenview or its duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Greenview may, at its expense, use reasonable commercial endeavours to correct any such non-conformance, or provide the User with alternative means of accomplishing the desired performance. Such correction or substitution constitutes the User’s sole and exclusive remedy for any breach of the foregoing undertaking.
- 2.3. Greenview makes no representation, warranty or undertaking that the Services are complete or that the Services will achieve the User’s intended purposes. The User acknowledges that it relies on its own skill and judgement in using the Services and it is solely responsible for the selection of the Services.

- 2.4. The use of the Greenview Platform to access the Services may not be free of interruptions or errors as the network connections, IT systems, software, hardware and/or internet service provider used by the User to access the Greenview Platform can be unpredictable and may from time to time interfere with or prevent the use of the Greenview Platform. Greenview shall not be liable for any interference with the use of the Greenview Platform.
- 2.5. Although Greenview makes every effort to keep the Greenview Platform free from malware (such as bugs, viruses, worms trojans and logic bombs), Greenview does not guarantee that the Greenview Platform will be secure or free from malware and will not be liable for any loss or damage caused by malware or other technologically harmful or malicious material that may infect the User's computer equipment, program, data or other proprietary material due to the use of the Services or the downloading of any content or link to any websites or resources from the Greenview Platform. The User shall ensure that it takes necessary security measures (such as conducting virus scans) before downloading any content. The User shall not misuse the Greenview Platform by knowingly introducing any malware or other technologically harmful or malicious material.
- 2.6. It may be necessary for Greenview to carry out scheduled or unscheduled repairs or maintenance, or remote patching or upgrading of the Greenview Platform, which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Greenview Platform or a limitation or discontinuation of any individual features of the Greenview Platform. Any degradation or interruption in the Services or the Greenview Platform shall not give rise to a refund of any sums paid by the User to Greenview or any liability on Greenview, nor shall it relieve the User from its obligations to pay any sums due and payable to Greenview. The User shall have no claim whatsoever in respect of the technical standards and availability of the Greenview Platform.
- 2.7. Where the Greenview Platform contains links to other websites and resources provided by third parties (including any third party online payment service provider), such links shall be accessed by the User at its own risk. Greenview makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such websites or resources, or any transactions completed, and any contract entered into by the User, with any such third party. Any contract entered into and any transaction completed via any such websites or resources is between the User and the relevant third party, and not Greenview. Greenview recommends that the User refers to the third party's terms of use and privacy policy prior to using the relevant website or resource. Greenview does not endorse or approve any such websites or resources nor their content.
- 2.8. Greenview reserves the right to amend the Services from time to time, including by adding or deleting features and functions, in an effort to improve the User's experience. The User may not automatically be given access to such new features or functions and Greenview reserves the right to charge additional fees for such new features and functions.

### **3. USER ACCOUNT**

- 3.1. In order to access and use any Subscription Services, the User must register for a user account via the Greenview Platform ("**User Account**"). The approval of such registration shall be subject to Greenview's sole and absolute discretion.
- 3.2. Where the User is an individual representing an entity, he acts solely for and on behalf of such entity which shall be jointly and severally liable for the User's obligations hereunder.
- 3.3. Greenview may request certain information from the User during the registration of a User Account. Any such information provided by the User must be true, complete, accurate and not misleading. The User must maintain and immediately update such information stored in the User Account should there be any subsequent changes to such information. Greenview shall not be liable for any incorrectness or incompleteness of such information or any other content of the User on the Greenview Platform.

- 3.4. Where the User chooses or is allocated a username, password or any other information as part of Greenview's security procedures relating to a User Account, the User must keep such information confidential and prevent any disclosure of the same to any third parties. If the User knows or suspects that the security of such information has been compromised, the User shall promptly notify Greenview. Greenview shall not be liable for any unauthorised access to or use of any User Account by any third party. Greenview has the right to disable any username or password at any time.
- 3.5. Greenview reserves the right to suspend or terminate a User Account at any time for any reason whatsoever. In such event, the User may not use the Greenview Platform via another User Account without Greenview's prior consent. Re-registration of a User Account under a new or false name is prohibited.

#### **4. USER'S OBLIGATIONS**

##### 4.1. The User shall:

- (a) co-operate with Greenview in all matters relating to the Services;
- (b) provide Greenview with such information and documents as Greenview may reasonably require in order to supply the Services and ensure that such information and documents are true, complete, accurate and not misleading. The User shall be solely responsible for the accuracy, timely updating and back-up of such information and documents and any content of the User on the Greenview Platform;
- (c) obtain and maintain all necessary licences, permissions and consents which are or may be required for the User to access and use the Services;
- (d) comply with Applicable Law in relation to its use of any Services;
- (e) not use the Services to post or upload any material on the Greenview Platform that infringes or is likely to infringe any Intellectual Property Rights of any person or entity or which is in violation of any Applicable Law. Greenview shall have the right to delete or edit any such material without notice;
- (f) not use the Services in any manner which, in Greenview's reasonable opinion, threatens the security, integrity or availability of the Services; and
- (g) ensure that its network connections and IT systems are secure throughout the use of the Services and comply with the relevant specifications required to access the Services.

##### 4.2. The User shall not:

- (a) remove any copyright, trademark or other proprietary notices from any part of the Greenview Platform;
- (b) reproduce or modify copies of any content of the Greenview Platform or have it printed off or downloaded in any way, except as permitted by Greenview or where such reproduction is incidental to the normal use of the Greenview Platform or necessary for performing back-ups;
- (c) distribute, transfer, publicly display, perform, transmit, stream, broadcast or otherwise exploit any part of the Greenview Platform, except as permitted by Greenview;
- (d) use the Greenview Platform in any way that would violate the rights of Greenview or any third party;
- (e) rent, lease, sub-license, adapt, vary or modify or permit any part of the Greenview Platform to be combined with or become incorporated into any programs;

- (f) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Greenview Platform;
  - (g) use the Greenview Platform to conduct any illegal or immoral activities. Greenview shall be entitled, but not obliged, to monitor content and/or other actions of the User or to look for circumstances which might point to such activities on the Greenview Platform;
  - (h) use the Greenview Platform in any way that could hinder the operations, damage, disable, overburden, impair or compromise Greenview's IT systems or security or interfere with other Users; and
  - (i) collect or harvest information or data from the Greenview Platform or Greenview's IT systems or attempt to decipher any transmissions to or from the servers running the Greenview Platform.
- 4.3. The User represents and warrants that: (a) the User has the legal right and full power and authority to legally bind itself and any entity which it represents to these Terms of Use; (b) any such entity is duly registered under the Applicable Law of its jurisdiction of registration; and (c) the User and any entity which it represents has not and will not enter into any agreements inconsistent with these Terms of Use.
- 4.4. In the event that Greenview's performance of any of its obligations is prevented or delayed by any act or omission by the User or failure by the User to perform any relevant obligation hereunder ("**User Default**"), Greenview shall have the right, without prejudice to any other right or remedy available to Greenview, to suspend any part of the Services and/or any agreement entered into by Greenview or its Affiliates with the User or its Affiliates without notice until the User remedies the User Default, and to rely on the User Default to relieve Greenview from the performance of any of its obligations to the extent that the User Default prevents or delays Greenview's performance of such obligations and Greenview shall not be liable for any loss or damage arising from its failure or delay to perform such obligations.

## 5. PAYMENTS

- 5.1 All sums due and payable by the User to Greenview in connection with the Services shall be paid promptly by their due dates specified by Greenview and shall be non-refundable under all circumstances. Without prejudice to the foregoing, Greenview reserves the right to demand upfront payment of fees for the provision of any Subscription Services for any particular period and such fees shall be non-refundable in the event of any termination of such Subscription Services prior to the expiry of such period.
- 5.2 In the event that any sum due and payable by the User to Greenview is not paid by the due date, Greenview shall be entitled to carry out any of the following (without prejudice to any other right or remedy available to Greenview):
- (a) charge the User interest on such outstanding sum at the rate of one point five per cent (1.5%) or such other rate permitted by Applicable Law for each month (or part thereof) from the due date to the date of actual payment thereof;
  - (b) set off such outstanding sum together with any such interest accrued thereon (or any part thereof) against any sum payable by Greenview to the User;
  - (c) condition any remainder or renewal of any Services on additional payment terms; and/or
  - (d) terminate or suspend any part of the Services and/or any agreement entered into by Greenview or its Affiliates with the User or its Affiliates.
- 5.3 Any amendments made to these Terms of Use shall not be grounds for the User's non-payment of any sum due and payable by the User to Greenview.

## 6. LIMITATION OF LIABILITY AND INDEMNITY

- 6.1 To the fullest extent permitted by Applicable Law, Greenview shall not be liable for any loss or damage suffered by the User in connection with the access or use of the Greenview Platform or the Services, including but not limited to any special, indirect, incidental or consequential loss or any loss of use, revenue, profits, sales, business, opportunity, goodwill, reputation, contracts or anticipated savings.
- 6.2 Without prejudice to the foregoing, if Greenview is found to be liable for any such loss or damage, the maximum aggregate liability of Greenview shall be limited to a sum not exceeding the total amount of fees received by Greenview for any Services, save that Greenview shall only accept liability that is finally determined in accordance with Clause 14 and which arises as a direct result of Greenview's wilful breach or gross negligence.
- 6.3 The Greenview Platform and the Services are provided on an "as is" and "as available" basis. Greenview expressly disclaims all warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, satisfactory quality, title, non-infringement and fitness for a particular purpose. The use of the Greenview Platform and the Services is at the sole risk of the User.
- 6.4 Any claim by the User must be formally commenced within six (6) months after the User becomes aware (or ought reasonably to have become aware) of the facts giving rise to such claim, failing which the User shall have no right of action in respect of the same subject matter of such claim. This Clause 6.4 expressly overrides any statutory provision that would otherwise apply.
- 6.5 The User shall fully indemnify and hold harmless Greenview, its Affiliates and their respective shareholders, officers, employees, agents and other representatives (each, an "**Indemnitee**") against any and all losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses whatsoever (including all legal fees on a full indemnity basis) suffered or incurred by any Indemnitee arising out of or in connection with any breach by the User of any of its obligations under these Terms of Use or any other agreement between Greenview and the User, including but not limited to any User Default.

## 7. PRIVACY POLICY

The access and use of the Greenview Platform by the User is subject to the Privacy Policy which is incorporated into these Terms of Use by reference.

## 8. SOFTWARE LICENCE

- 8.1. All Intellectual Property Rights in or arising out of or in connection with the Services, including but not limited to the Greenview Platform (collectively, "**Service IP**"), other than Intellectual Property Rights in any Data provided by the User, shall be owned by Greenview, its Affiliates and/or their respective licensors. Save for the Software Licence, nothing in these Terms of Use shall constitute a transfer or grant to the User of any right, title or interest in any Service IP or any other Intellectual Property Rights owned by Greenview, its Affiliates and/or their respective licensors.
- 8.2. Greenview grants to the User a non-exclusive, non-transferable and revocable licence (with no right to sub-license) to use the Services via the Greenview Platform solely as necessary for the User to enjoy the benefit of the Services ("**Software Licence**"), subject to the User's full payment of fees for any Subscription Services.
- 8.3. The User shall not: (a) sub-license, assign, novate the benefit or burden of, or otherwise transfer the Software Licence in whole or in part; or (b) allow the Greenview Platform or any related software to become the subject of any charge, lien or other encumbrance.
- 8.4. During the performance of the Services or in connection with the User's access and use of the Greenview Platform, it may be necessary for Greenview to obtain, receive or collect data or information, including but not limited to personal data of any User (collectively, "**Data**"). Subject to the

Privacy Policy, the User grants to Greenview a non-exclusive, worldwide, perpetual, irrevocable and royalty-free licence to:

- (a) retain, use, compile, back-up, distribute, display, store, process, reproduce or create derivative works of the Data solely as necessary for Greenview to supply the Services to the User;
- (b) aggregate the Data with other data for use in an anonymous manner for Greenview's marketing and sales activities; and
- (c) copy, maintain and store the Data on the servers of Greenview and/or its contractors throughout the provision of the Services and for any further duration as may be prescribed by Applicable Law.

8.5 The User represents and warrants that it has obtained all authorisations necessary to use and transfer the Data within and outside of any country in which the User is located in connection with Greenview's provision of the Services or the User's access and use of the Greenview Platform.

8.6 The User shall fully indemnify and hold harmless each Indemnitee against any and all losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses whatsoever (including all legal fees on a full indemnity basis) suffered or incurred by such Indemnitee arising out of or in connection with any claim made against such Indemnitee for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Greenview's collection, use and storage of the Data provided by the User, including but not limited to any claim made against Greenview for actual or alleged infringement of a third party's Intellectual Property Rights arising therefrom.

8.7 The User undertakes that it shall not:

- (a) modify, alter, obscure, remove, delete, augment, interfere with, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any Service IP (in whole or in part);
- (b) at any time do, or omit to do, or permit to be done, any act or thing which will in any way impair the rights, title and interest of Greenview, its Affiliates and/or their respective licensors in and to any Service IP or make any representation or do or permit to be done any act which may be taken to indicate that the User has any right, title or interest in or to the ownership of any Service IP except as granted under the Software Licence, or that may invalidate or jeopardise the registration of any Service IP;
- (c) do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the reputation or goodwill associated with any Service IP or Greenview or its Affiliates;
- (d) directly or indirectly challenge, contest, or call into question the validity or the ownership of any Service IP, and to the extent that any such claim exists or may exist, the User irrevocably waives such claim or right of action;
- (e) at any time, use or register or apply to register any company name, business name or marks which incorporates any Service IP, any variation thereof or which is identical or deceptively similar to any Service IP;
- (f) in using the Greenview Platform, infringe any third party's Intellectual Property Rights; or
- (g) assist any other Person directly or indirectly to carry out any of the above acts in this Clause 8.7.

8.8 If, at any time, the User is deemed under Applicable Law to be the proprietor or acquires any proprietary right, title and interest in or relating to any Service IP by virtue of the Software Licence or by operation of any Applicable Law, the User hereby irrevocably and unconditionally assigns to Greenview, its Affiliates and/or their respective licensors all such rights, titles and interests. The User

shall forthwith do all acts and execute all documents which Greenview deems necessary for assigning such rights, titles and interests to Greenview, its Affiliates and/or their respective licensors without payment of any fee or premium to the User. Without prejudice to the foregoing, the User hereby grants Greenview an irrevocable power of attorney to execute any such documents as may be required to demonstrate and record ownership of any rights, titles and interests contemplated within this Clause 8.

## **9. TERMINATION OF SUBSCRIPTION SERVICES**

9.1 Without prejudice to any other right or remedy available to it, Greenview or the User may terminate any Subscription Services by giving not less than thirty (30) days' written notice of termination.

9.2 Without prejudice to any other rights and remedies available to Greenview, Greenview shall be entitled to terminate the User's access to and use of any Subscription Services forthwith at any time in the event that:

- (a) the User fails to pay any sum due and payable for the Subscription Services by the due date;
- (b) the User commits a breach of any of its obligations under these Terms of Use or any other agreement between Greenview and the User and (if such breach is remediable) fails to remedy that breach within thirty (30) days after receipt of notice in writing from Greenview to do so;
- (c) any activity or use of the Services in connection with the User Account violates these Terms of Use, the Intellectual Property Rights of a third party or any Applicable Law or is otherwise disruptive or harmful to a third party;
- (d) the User takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (e) the User suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; and/or
- (f) the User is convicted of any criminal offence.

9.3 Upon the termination of any Subscription Services:

- (a) the User shall immediately pay to Greenview all outstanding sums due and payable by the User to Greenview for the Subscription Services rendered up to the date of termination, including any disbursements and applicable taxes reasonably incurred up to that time and the termination shall not operate to affect any provisions which either expressly (or by implication) survive such termination; and
- (b) the Software Licence in respect of the Subscription Services shall immediately terminate and the User shall cease any use of the Subscription Services.

9.4 Termination of any Subscription Services shall be without prejudice to any other right or remedy available to Greenview and shall not affect any rights, remedies, obligations and liabilities of Greenview that have accrued up to the date of termination, including but not limited to the right to claim damages in respect of any breach of these Terms of Use which existed at or before the date of termination.

9.5 Any provision of these Terms of Use that expressly or by implication is intended to have effect after termination of any Subscription Services shall continue in full force and effect, including but not limited to Clauses 6 to 14.

## **10. CONFIDENTIALITY**

- 10.1 The User undertakes that it shall not, without the prior written consent of Greenview, disclose to any third party any proprietary information of Greenview which the User may acquire through its access or use of the Greenview Platform or the Services, including but not limited to the Service IP and any specifications of the Greenview Platform or the Services (collectively, “**Confidential Information**”), except:
- (a) to the extent that such Confidential Information is in the public domain, other than by breach of this Clause 10;
  - (b) to the User’s officers, employees or professional advisers who need to know such Confidential Information solely for the User to exercise its rights or carry out its obligations under these Terms of Use, provided that such officers, employees or professional advisers comply with this Clause 10; or
  - (c) as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority (provided that the User shall first consult Greenview on the proposed content of the disclosure).
- 10.2 The User shall not use any Confidential Information for any purpose other than to exercise the User’s rights and perform its obligations under these Terms of Use.

## **11. NOTICES**

- 11.1 Any notice or other communication given to Greenview in connection with these Terms of Use shall be in writing and shall be delivered by hand or by registered post to 5A Shenton Way #48-18 Singapore 068814 or by email to support@greenviewportal.com.
- 11.2 Any notice or other communication given to the User in connection with these Terms of Use shall be in writing and shall be delivered by hand or by post to the User’s registered address or by email to the User’s last known email address provided to Greenview (if any).
- 11.3 Any notice or other communication shall be deemed to have been served on and received by the addressee:
- (a) in the case of delivery by hand, when delivered;
  - (b) in the case of registered post, on the second business day after the date of posting (if sent by local mail) and on the seventh business day after the date of posting (if sent by air mail); or
  - (c) in the case of email, at the time of successful transmission,
- provided that in each case where delivery by hand occurs after 6pm on a business day or on a day which is not a business day, service shall be deemed to occur at 9am on the following business day.
- 11.4 This Clause 11 does not apply to the service of any proceedings or other documents in any legal action or any method of dispute resolution.

## **12. GENERAL**

- 12.1 If any provision of these Terms of Use is determined by any court or other competent authority to be illegal, invalid or unenforceable, the same shall be deemed to be deleted from these Terms of Use and shall be of no force and effect, and the other provisions of these Terms of Use will continue in effect.

- 12.2 These Terms of Use contain the entire agreement between Greenview and the User in respect of the subject matter hereof and supersedes any prior agreements, discussions, commitments and writings between such parties in respect of the subject matter hereof.
- 12.3 A person who is not Greenview or the User shall have no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any provision of these Terms of Use.
- 12.4 No failure on the part of Greenview to exercise, and no delay on its part in exercising, any right or remedy under these Terms of Use will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver shall be effective unless made in writing and executed by Greenview waiving its right or remedy. The rights of Greenview provided in these Terms of Use are cumulative and not exclusive of any rights or remedies provided by Applicable Law.
- 12.5 Time shall not be of the essence in relation to Greenview's performance of the Services. Time shall be of the essence in relation to any sums due and payable by the User to Greenview.
- 12.6 The User agrees to the use of electronic communication and to the electronic delivery of notices and records of transactions initiated or completed via the Greenview Platform.
- 12.7 These Terms of Use do not and will not be construed to create any partnership, joint venture, agency, fiduciary relationship or other relationship between Greenview and the User.
- 12.8 Any waiver by Greenview of any breach of any of provision of these Terms of Use by the User shall not be deemed a waiver of any subsequent breach or default by the User and shall in no way affect the other provisions of these Terms of Use.
- 12.9 Greenview may at any time assign, transfer, novate or otherwise dispose of any of its rights and obligations under these Terms of Use. The User shall not assign, transfer, novate or otherwise dispose of any of its rights and obligations under these Terms of Use without the prior written consent of Greenview. These Terms of Use shall be binding on and inure for the benefit of the respective successors and permitted assigns of Greenview and the User.
- 12.10 Notwithstanding anything to the contrary herein, Greenview shall not be in breach of these Terms of Use nor liable for delay in performing or failure to perform any of its obligations under these Terms of Use if such delay or failure results from events, circumstances or causes beyond Greenview's reasonable control, including but not limited to acts of God, acts of civil or military authority, strikes, lockouts, labour disputes, epidemics, pandemics, infectious diseases, global health or other life-threatening emergencies, wars, terrorist acts, riots, civil commotion, fires, earthquakes, storms, typhoons, floods, breakdowns in electronic or computer information or IT systems, computer attacks, attacks on or through the internet, service provider, telecommunications or hosting facility, or any Applicable Law (including government directives, advisories, orders, quarantines and/or curfews). In such circumstances, the time for performance by Greenview shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

### **13. UPDATES TO TERMS OF USE**

Greenview reserves the right to update these Terms of Use in its sole and absolute discretion from time to time to ensure that they are consistent with Applicable Law and/or Greenview's business requirements. Users are advised to check these Terms of Use regularly for any updates. Subject to the User's rights under Applicable Law, the prevailing terms of these Terms of Use from time to time shall apply. By continuing to access and/or use the Greenview Platform and/or the Services or otherwise continuing its relationship with Greenview after any updates have been introduced and published, the User shall be deemed to have accepted these Terms of Use as updated.

### **14. GOVERNING LAW AND JURISDICTION**

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

14.2 Greenview and the User agree that the courts of Singapore shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Use or its subject matter (including non-contractual disputes or claims).

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