

This Terms and Conditions of Use Agreement (the "Agreement") controls your (referred to as "Customer," "you," or "your") use of Nixperience Pte Ltd web hosting and internet related services. Any or all of these services, including the software that may be provisioned to you by Nixperience Pte Ltd as part of your use of the services whether Nixperience Pte Ltd Proprietary software or third party software (collectively "Nixperience Pte Ltd software"), are referred to as the Nixperience Pte Ltd Services" or "the Services." In this agreement you and Nixperience Pte Ltd may be collectively referred to as "the parties."

Please read this Agreement in its entirety. By downloading Nixperience Pte Ltd software or using the Services or software, you agree to be bound by this Agreement and other user policies and agreements Nixperience Pte Ltd may establish from time to time including the Nixperience Pte Ltd Acceptable Use Policy. **If you do not wish to be bound by this Agreement and the other Nixperience Pte Ltd policies, please do not use Nixperience Pte Ltd Services.**

This Agreement is effective as of the Customer account creation date (the "Effective Date") between the Customer and Nixperience Pte Ltd. Nixperience Pte Ltd agrees to provide hosting services and Customer agrees to accept and utilize Nixperience Pte Ltd's service according to the terms of this Agreement and the Order Form (if applicable) which has been executed by the parties and attached hereto.

1. **Service.** You must be at least eighteen (18) years of age to subscribe to Nixperience Pte Ltd's Service. Customer is responsible for all use of Customer's account and maintaining the confidentiality of Customer's password(s). Nixperience Pte Ltd will suspend access or change access to Customer's account upon notification by Customer that his or her password has been lost, stolen or otherwise compromised. Customer may not transfer or give out its password to third parties, and Customer shall remain liable for all charges incurred for use of the Services. Nixperience Pte Ltd shall not be liable for any usage or charges prior to Nixperience Pte Ltd making the necessary account alteration.
2. **Technical Support.** Nixperience Pte Ltd will provide technical support consulting services via electronic mail ("e-mail") to assist in verifying the account features of Nixperience Pte Ltd's intended functionality of the Customer's server and hosting Service ("Technical Support"). The account features include various products produced by third party vendors. The Technical Support staff can assist with the setup and configuration of the server and third party products; however, the usability, custom configurations, coding and troubleshooting fall under the support offerings of the third party vendor so Technical Support will be unable to assist with the aforementioned offerings.

Technical Support does not serve as a consultant to correct and rewrite programming code and scripting-related issues. Only Nixperience Pte Ltd-created Services and non-Customer configured Services will be supported to this extent. No e-mails from Nixperience Pte Ltd, including Technical Support e-mail, may be resent, distributed or posted on any media accessible to the public (including, but not limited to, any Internet site or bulletin board) by Customer, without Nixperience Pte Ltd's prior written consent. Technical Support shall consist only of the consulting services set forth above, and in no event shall it include any other support functions or Services, including, but not limited to, maintenance or repair of Customer's hardware or custom configurations to the server. Technical Support will be provided only to either Customer or Customer's technical or administrative contact. If Customer requires technical assistance beyond the conditions set forth above and Nixperience Pte Ltd determines that it has the technical resources for assistance, Customer shall be charged at Nixperience Pte Ltd's standard hourly rate. The hourly rate will be applied to Services not designated as Technical Support, as defined above, or for any Technical Support provided to someone other than Customer or Customer's technical or administrative contact. Prior to requesting support services from Nixperience Pte Ltd, Customer or Customer's technical contact agrees to ask Nixperience Pte Ltd's Technical Support personnel if the requested support services qualify as Technical Support.

Technical Support hours are Mondays to Fridays, 0900 to 1700 hours +0800GMT, except on nationally observed holidays, Christmas Eve, during departmental meetings, or when no, or limited support hours may be provided, of which Customer will be notified in advance. Technical Support hours are subject to change.

3. **Equipment and Utilities.** Customer shall provide its own computer and telecommunications equipment necessary to access the Service. Customer shall provide Nixperience Pte Ltd read and write access to Subscriber's equipment. Customer is solely responsible for all local, toll, and long-distance telephone charges for connecting to the Service. Nixperience Pte Ltd shall have no

responsibility for any charges or tariffs related to any Customer telephone connection or on-line Services of any entity accessed by or for Customer.

4. **Required Equipment.** Customer shall be solely responsible for the full cost of all required equipment, software and configuration as well as any additional equipment Customer wishes to utilize. Nixperience Pte Ltd shall have no obligation or liability in connection with any equipment not purchased through Nixperience Pte Ltd and configured by Nixperience Pte Ltd, or for any abuse or misuse of any equipment by any party other than Nixperience Pte Ltd. Nixperience Pte Ltd shall pass through to Customer any warranties from the manufacturers of equipment purchased through Nixperience Pte Ltd and installed at Customer's premises. Nixperience Pte Ltd shall have no obligation to repair or maintain any equipment at Customer's premises, and Customer shall be responsible for seeking warranty and other Services directly from the manufacturer.
5. **Term.** This Agreement shall be effective on a calendar month-to-calendar month basis or a specific term length as set forth in an Order Form beginning on the Effective Date and continuing until terminated as provided herein. This Agreement may be revoked by Nixperience Pte Ltd in accordance with the terms herein at any time prior to the Effective Date.
6. **Termination by Nixperience Pte Ltd / Acceptable Use.** Nixperience Pte Ltd, in its sole business judgment, may terminate this Agreement immediately and without prior notice or immediately suspend Customer's access to the Service upon any breach of either this Agreement or Nixperience Pte Ltd's Acceptable Use Policy (available on the Nixperience Pte Ltd web site) by Customer, including, but not limited to, (a) refusal or failure to pay for Service or (b) by sole judgment of Nixperience Pte Ltd that Customer may be performing activities harmful to Nixperience Pte Ltd or its other Customers, employees, vendors, business relationships or other users of the Internet, including but not limited to, spamming; harassment; falsifying information; defamation; violating a third party's privacy; infringing a third party's intellectual property rights; or hacking or other effort to gain unauthorized access to any server, directory, or account information. Nixperience Pte Ltd may also terminate this Agreement without cause at any time upon thirty (30) days prior Notice.

Unauthorized use of the Nixperience Pte Ltd Services in connection with the transmission of unsolicited bulk e-mail ("SPAM"), including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the Computer Fraud and Abuse Act. Spam related issues are governed by Nixperience Pte Ltd's Anti-Spam Policy.

7. **Termination by Customer.** Customer may terminate this Agreement if month-to-month, upon thirty (30) days prior notice and full payment of all subscription fees through the end of the notice period. Term accounts may only be canceled by paying a cancellation fee equal to one hundred percent (100%) of the remaining contract balance and by making payment of any outstanding telecommunications charges related to the establishment, maintenance and cancellation of Service to the Customer. Notwithstanding anything to the contrary in this Agreement, if Nixperience Pte Ltd breaches any material term of this Agreement and such breach continues for ten (10) business days after Customer has notified Nixperience Pte Ltd, you may immediately terminate this Agreement.
8. **Data.** Customer understands and agrees the Internet is a conglomeration of networks and servers operated by distinct entities having no business or legal relationship to Nixperience Pte Ltd. Nixperience Pte Ltd has no input whatsoever as to the content of Internet data accessed via the Service. Customer is solely responsible for any value or reliance it places on information obtained via the Internet or the Service. INFORMATION DERIVED AS A RESULT OF THIS AGREEMENT IS PROVIDED "AS IS" AND AT CUSTOMER'S OWN RISK.
9. **Illegality/Adult Content Policy.** Nixperience Pte Ltd neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Nixperience Pte Ltd reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any Services rendered to Customer by Nixperience Pte Ltd are an appropriate recompense to Nixperience Pte Ltd for the time required to respond to and address issues created by Customer's illegal or obscene site/content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this policy, Nixperience Pte Ltd will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's site, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

10. **Limited Warranty/Security.** Nixperience Pte Ltd warrants only that it shall, subject to the terms and conditions of this Agreement, provide Customer the Service. CUSTOMER AGREES THAT THE SERVICE IS BEING PROVIDED "AS AVAILABLE" AND "AS IS," WITH ALL FAULTS ACCEPTED. NIXPERIENCE PTE LTD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO THIS AGREEMENT AND THE SERVICES DERIVED THEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. NIXPERIENCE PTE LTD FURTHER DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE INTERNET AND INFORMATION DERIVED THEREFROM. NIXPERIENCE PTE LTD DOES NOT WARRANT THAT THE SERVICE OR THE CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL CONTENT AND ACTIVITY. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO PERFORM ANTI-VIRUS SCANS, SECURE THE CONTENT OF HOSTED SITES AGAINST HACKERS AND OTHER SECURITY INTRUSIONS (INCLUDING PROTECTION OF CREDIT CARD OR PERSONAL INFORMATION BELONGING TO CUSTOMER'S CUSTOMERS), AND OTHERWISE MONITOR WHAT MAY BE HARMFUL OR OFFENSIVE CONTENT ON YOUR SITES OR RUNNING THROUGH YOUR CONNECTION TO THE INTERNET. YOU MUST DETERMINE THE SUITABILITY OF THE NIXPERIENCE PTE LTD SERVICES FOR THE AFOREMENTIONED TASKS, GIVEN YOUR PARTICULAR USE OF THE INTERNET. IF THE SERVICES, AS PROVIDED, DO NOT ENABLE YOU TO FULFILL THESE RESPONSIBILITIES, IT IS YOUR RESPONSIBILITY TO SECURE PRODUCTS OR SERVICES, AT YOUR EXPENSE, THAT PERMIT YOU TO MEET THESE SECURITY OBLIGATIONS.
11. **Limitation of Liability.** Each party specifically agrees that, in no event, shall either party's liability as a result of this Agreement and the provision of Service hereunder, exceed Customer's monthly fee for any single month during which any claim of liability arose or the amount paid for any term Agreement. Neither party shall have liability whatsoever for any indirect, special, incidental, consequential or punitive damages of any kind, including but not limited to, lost revenue and lost profit.
12. **Compliance and Indemnification.** Customer agrees to use the Service in compliance with all applicable laws, and to host files or content, if at all, only with the consent of the copyright, trademark, domain name, or patent owner. Customer shall be charged for all costs incurred by Nixperience Pte Ltd, including reasonable attorney fees, for any claim, loss, or damage arising out of Customer's use or misuse of the Internet or the Services.

Customer specifically agrees to defend, indemnify, and hold harmless Nixperience Pte Ltd, its officers, and employees from any claim, loss, or damage, including costs and reasonable attorney fees, arising out of any act or omission of Customer under this Agreement or its use of the Service. Nixperience Pte Ltd specifically agrees to defend, indemnify, and hold harmless Customer, its officers, and employees from any claim, loss, or damage, including costs and reasonable attorney fees, arising out of any act or omission of Nixperience Pte Ltd under this Agreement or its use of the Service.
13. **Personal Files/E-Mail Inbox.** Nixperience Pte Ltd is not responsible for back ups of Customer's personal files or other information. Nixperience Pte Ltd reserves the right to delete Customer information and files upon termination of the Service. Any IP addresses assigned to Customer are considered loaned by Nixperience Pte Ltd and will revert back to Nixperience Pte Ltd after cessation of the Service. E-mail inboxes have size limits set by Nixperience Pte Ltd. Once that size limit is reached or exceeded, Customer will receive notification, and no more e-mail will be delivered to that inbox until the size of the inbox is reduced by Customer to below the limit for that account.
14. **Privacy.** Privacy issues are governed by Nixperience Pte Ltd's Privacy Policy, and that document should be consulted for any questions you may have about how Nixperience Pte Ltd uses your Customer information. You are required to develop and post a privacy policy on your web sites to the extent you gather any personal information from your customers or from visitors to your site.
15. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Republic of Singapore.
16. **Notice.** Notice to Nixperience Pte Ltd shall be in writing and delivered by hand, e-mail, or, if sent by certified mail, return receipt requested, or a nationally recognized overnight delivery service that keep records of deliveries and attempted deliveries (such as FedEx). It is imperative that Nixperience Pte Ltd be able to contact Customer at all times. Customer must promptly advise Nixperience Pte Ltd of any changes to his, her or its contact information, including mailing and e-mail addresses and phone number. Failure to do so constitutes grounds for immediate termination;

moreover, any notices from Nixperience Pte Ltd to Customer sent to Customer's last known e-mail address as provided by Customer to Nixperience Pte Ltd shall be deemed effective even if Customer has failed to provide updated information to Nixperience Pte Ltd.

17. **Payment/Taxes.** Customer shall pay Nixperience Pte Ltd for all charges listed on Nixperience Pte Ltd's invoice, including all shipping and handling charges and other charges incidental to the provisioning of the Services. Unless otherwise stated on the face hereof, all payments shall be due upon receipt of invoice. On any amounts not paid when due, Subscriber agrees to pay interest at the rate of 1.5% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then Subscriber agrees to pay the highest rate allowed by law. In addition, Subscriber agrees to pay all costs of collection, including costs of litigation and reasonable attorneys' fees. Subscriber agrees to execute financing statements and other instruments at Nixperience Pte Ltd's request. A \$30.00 (Thirty Singapore Dollars) collection fee will be charged for all dishonored checks. Any tax liability arising from Customer's use of the Service (other than taxes on Nixperience Pte Ltd income) will be Customer's responsibility. Customer will pay all sales and use taxes relating to the Service, as well as all duties or levies on Products and Services.

(a) Payment Terms. Unless otherwise subscribed or agreed, payment of the selected Service is due monthly on the first day of each calendar month for the Service to be rendered during the upcoming month. Nixperience Pte Ltd reserves the right to adjust its fees for Service hereunder at any time in the event Nixperience Pte Ltd experiences a rate increase from its telecommunications supplier. However, if Customer has signed a term agreement, Nixperience Pte Ltd's pricing will remain constant for the agreed-to term.

Nixperience Pte Ltd is not responsible for the pricing of any phone company service fees whether billed directly to Customer by the phone company or through Nixperience Pte Ltd on behalf of the phone company. AUTHORIZED CHARGES TO CREDIT CARDS SHALL BE MADE IN ADVANCE, ON OR ABOUT THE ANNIVERSARY DATE OF THE SERVICE FOR THE TERM OF THIS AGREEMENT UNTIL TERMINATED AS PROVIDED HEREIN. Nixperience Pte Ltd may change any fee, rate, or plan upon thirty (30) days' notice. Refunds, if any, from termination or cancellation of term or pre-paid accounts are only available as if the Customer were a month-to-month Customer, and will not be based on the discount the Customer may have received for prepaying the account.

(b) Payment Method. Payment is accepted in Singapore Dollars or otherwise as stated elsewhere. Payment made using Bank or TTY Transfer (POSB , DBS), Money Orders, Cheques (Checks) are accepted by Nixperience Pte Ltd.

18. **Force Majeure.** Nixperience Pte Ltd shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, or any third party telecommunications or Internet connectivity providers, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties which are beyond the reasonable control of Nixperience Pte Ltd.
19. **Waiver; Severability.** No waiver by either party of any breach by the other party of any provision of this Agreement shall be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. If any provision of this Agreement is stricken as unenforceable, the rest of the Agreement shall remain in full force and effect.
20. **Successors and Assigns.** This Agreement is not assignable or delegable in whole or in part by Customer without the prior express written consent of Nixperience Pte Ltd. This Agreement shall be binding upon the heirs and successors of the parties hereto, the assigns of Nixperience Pte Ltd, and permitted assigns of Customer. This Agreement is assignable by Nixperience Pte Ltd provided Nixperience Pte Ltd gives Customer written notice of such an assignment and the assigning party (ies) is/are capable of performing all of Nixperience Pte Ltd's obligations hereunder.
21. **No Resale.** The Service provided hereunder is limited to Customer and may not be resold in any manner whatsoever unless Customer selects a reseller plan and Nixperience Pte Ltd provides written acceptance of Customer's selection of a reseller plan.
22. **Modification or Amendment to Agreement.** This Agreement may be amended or modified from time to time upon Notice to Customer in Nixperience Pte Ltd's sole discretion. This Agreement shall not be supplemented or modified by any course of dealing or other trade usage.
23. **Entire Agreement.** These terms and conditions constitute the entire Agreement with regard to the subject matter hereof and expressly supersede and replace any prior or contemporaneous

agreements, written or oral, relating to this Agreement. This Agreement may be amended by Nixperience Pte Ltd at any time without notice, so please check back frequently to review changes. Any changes or amendments to this Agreement shall be set forth at www.nixperience.com. This Agreement may not be amended by Customer unless the amendment is approved by both parties in writing. Any questions about this Agreement should be directed to info@nixperience.com.

Undertaking

I/We agree to be bound by the Terms and Conditions herein and subject to amendments as may be notified to us by Nixperience Pte Ltd from time to time in such manner as Nixperience Pte Ltd may determine.

Signature of Customer/Authorized Officer

Customer's NRIC No./Company Name & Stamp

Name of Customer/Authorized Officer

Date of Agreement Commencement