

## SLIDE CHAT – TERMS AND CONDITIONS

PLEASE READ THESE TERMS (AS DEFINED BELOW) CAREFULLY BEFORE USING SLIDE (AS DEFINED BELOW). IF IN DOUBT, PLEASE SEEK PROFESSIONAL ADVICE. iAPPS PTE LTD (“iAPPS”), THE HOLDER OF THE SLIDE E-WALLET, DOES NOT REQUIRE THE APPROVAL OF THE MONETARY AUTHORITY OF SINGAPORE. BY USING SLIDE IN ANY WAY, YOU CONFIRM AND AGREE THAT THESE TERMS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND iAPPS. IF YOU DO NOT ACCEPT THESE TERMS (OR ANY PART THEREOF), PLEASE DO NOT USE SLIDE AND DO NOT APPLY FOR OR USE ANY OF THE PRODUCTS AND SERVICES OFFERED OR PROVIDED ON OR VIA SLIDE. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THESE TERMS AND ANY OTHER TERMS AND CONDITIONS BETWEEN YOU AND iAPPS IN RELATION TO THE SUBJECT MATTER OF THESE TERMS, THE PROVISIONS OF THESE TERMS SHALL PREVAIL TO THE EXTENT OF SUCH CONFLICT OR INCONSISTENCY.

### 1. Acceptance

1.1. This is an agreement between iAPPS Pte Ltd, a Singapore registered company (“iAPPS”), the owner and operator of slide.sg (“Website”), the SLIDE application (“SLIDE”), including SLIDE Chat (collectively, including all contents provided by iAPPS through SLIDE and the Website, the “SLIDE Service”, or the “Service”), and you, a user of the Service. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS (“TERMS”), AND iAPPS'S PRIVACY POLICY, WHICH CAN BE FOUND AT <http://slide.sg/privacy>, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you choose to not agree with any of these terms, you may not use the Service.

### 2. SLIDE Chat Service

These Terms apply to all users of the SLIDE Service. Information provided by SLIDE users through the Service may contain links to third-party websites that are not owned or controlled by SLIDE. SLIDE has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, SLIDE will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly acknowledge and agree that SLIDE shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

### 3. SLIDE Access

3.1. Subject to your compliance with these Terms, SLIDE hereby grants you permission to use the Service, provided that:

3.1.1. your use of the Service as permitted is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms;

3.1.2. you will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without iAPPS's prior written authorisation;

3.1.3. you will not attempt to reverse engineer, alter or modify any part of the Service; and

3.1.4. you will otherwise comply with the terms and conditions of these Terms and Privacy Policy.

3.2. In order to access and use the features of the Service, you acknowledge and agree that you will have to provide SLIDE with your mobile phone number. You expressly acknowledge and agree that in order to provide the Service, SLIDE may periodically access your contact list and/or address book on your mobile device to find and keep track of mobile phone numbers of other users of the Service. When providing your mobile phone number, you must provide accurate and complete information. You hereby give your express consent to iAPPS to access your contact list and/or address book for mobile phone numbers in order to provide and use the Service. We do not collect names, addresses or email addresses, just mobile phone numbers. You are solely responsible for the status messages that you submit and that are displayed for your mobile phone number on the Service. You must notify iAPPS immediately of any breach of security or unauthorised use of your mobile phone. Although iAPPS will not be liable for your losses caused by any unauthorised use of your account, you may be liable for the losses of iAPPS or others due to such unauthorised use.

3.3. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Service in a manner that sends more request messages to the SLIDE servers in a given period of time than a human can reasonably produce in the same period by using an iAPPS application, and you are forbidden from ripping the content unless specifically allowed. Notwithstanding the foregoing, iAPPS grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. iAPPS reserves the right to revoke these exceptions either generally or in specific cases. While we don't disallow the use of sniffers such as Ethereal, tcpdump or HTTPWatch in general, we do disallow any efforts to reverse engineer our system, our protocols, or explore outside the boundaries of the normal requests made by SLIDE clients. We have to disallow using request modification tools such as fiddler or whisker, or the like or any other such tools activities that are meant to explore or harm, penetrate or test the site. You must secure iAPPS's permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on iAPPS's domain. You agree not to collect or harvest any personally identifiable information, including phone number, from the Service, nor to use the communication systems provided by the Service for any commercial solicitation or spam purposes. You agree not to spam, or solicit for commercial purposes, any users of the Service.

#### 4. Intellectual Property Rights

The design of the Service along with SLIDE created text, scripts, graphics, interactive features and the like, except Submissions (as defined below), and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to iAPPS, subject to copyright and other intellectual property rights under Singapore and foreign laws and international conventions. The Service is provided to you AS IS for your information and personal use only. iAPPS reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, or distribution of any of the Service other than expressly permitted herein, including any use, copying, or distribution of Submissions of third parties obtained through the Service for any commercial purposes.

#### 5. User Submissions

5.1. The Service allows SLIDE users to submit text, profile photos and other communications (collectively, the "Submissions"). These Submissions may be hosted, shared, and/or published as part of the SLIDE Service, and may be visible to other users of the Service who have your mobile

phone number in their mobile phone and which you have not expressly blocked. For clarity, direct messages, location data and photos or files that you send directly to other SLIDE users will only be viewable by those SLIDE user(s) or group(s) you directly send such information. Currently, iAPPS has no method of providing different levels of visibility of your Submissions among users that have your mobile phone number – you acknowledge and agree that any Submissions may be globally viewed by users that have your mobile phone number, so don't submit or post status messages or profile photos that you don't want to be seen globally. A good rule of thumb is if you don't want the whole world to know something or see something, don't submit it as a Submission to the Service. As clarified in the following section, you retain your ownership rights in your Submissions. You understand that whether or not such Submissions are published, iAPPS does not guarantee any confidentiality with respect to any submissions.

5.2. You shall be solely responsible for your own Submissions and the consequences of posting or publishing them. Because SLIDE is only acting as a repository of data, user Submissions do not necessarily represent the views or opinions of iAPPS, and iAPPS makes no guarantees as to the validity, accuracy or legal status of any Submission. In connection with Submissions, you affirm, represent, and/or warrant that:

5.2.1. you own or have the necessary licences, rights, consents, and permissions to use and authorise iAPPS to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Submissions to enable inclusion and use of the Submissions in the manner contemplated by the Service and these Terms; and

5.2.2. you have the written consent, release, and/or permission of each and every identifiable individual person in the Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Submissions in the manner contemplated by the Service and these Terms. To be clear: you retain all of your ownership rights in your Submissions, but you have to have the rights in the first place. However, by submitting the Submissions to iAPPS, you hereby grant iAPPS a worldwide, non-exclusive, royalty-free, sublicenseable and transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform the Submissions in connection with the SLIDE Service and iAPPS's (and its successor's) business, including without limitation for promoting and redistributing part or all of the SLIDE Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each subscriber to your status on the SLIDE Service a non-exclusive licence to access your Submissions through the Service. The foregoing licence granted by you terminates once you remove or delete a Submission from the SLIDE Service.

5.2.3. In connection with Submissions, you further agree that you will not:

5.2.3.1. submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant iAPPS all of the licence rights granted herein;

5.2.3.2. publish falsehoods or misrepresentations that could damage iAPPS or any third party;

- 5.2.3.3. submit material that is unlawful, obscene, defamatory, libellous, threatening, harassing, hateful, racially or ethnically offensive, religiously offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law, or is otherwise inappropriate;
  - 5.2.3.4. post advertisements or solicitations of business;
  - 5.2.3.5. impersonate another person;
  - 5.2.3.6. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
  - 5.2.3.7. interfere with or disrupt the integrity or performance of the Service or the data contained therein; or
  - 5.2.3.8. attempt to gain unauthorised access to the Service or its related systems or networks.
- 5.3. Adult content must be identified as such. iAPPS does not endorse any Submission or any opinion, recommendation, or advice expressed therein, and iAPPS expressly disclaims any and all liability in connection with Submissions. iAPPS does not permit copyright infringing activities and infringement of intellectual property rights via its Service, and iAPPS will remove all content and Submissions if properly notified that such content or Submission infringes on another's intellectual property rights:
- 5.3.1. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - 5.3.2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
  - 5.3.3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material, including the mobile phone number of the SLIDE user allegedly infringing the copyrighted work;
  - 5.3.4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
  - 5.3.5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
  - 5.3.6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed. Such takedown notices may be e-mailed to help@slide.sg. iAPPS reserves the right to remove content and Submissions without prior notice. iAPPS may also terminate a user's access to the Service, if they are determined to be a repeat infringer, or for any or no reason, including being annoying. A repeat infringer is a user who has been

notified of infringing activity more than once and/or has had a Submission removed from the Service more than twice. An annoying person is anyone who is (capriciously or not) determined to be annoying by authorised iAPPS employees, agents or subagents. iAPPS also reserves the right to decide whether content or a Submission is appropriate and complies with these Terms for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to excessive length or limited interest. iAPPS may remove such Submissions and/or terminate a user's access for uploading such material in violation of these Terms at any time, without prior notice and at its sole discretion.

- 5.4. You understand that when using the SLIDE Service you will be exposed to Submissions from a variety of sources, and that iAPPS is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submissions, and that such Submissions are not the responsibility of iAPPS. You further understand and acknowledge that you may be exposed to Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against iAPPS with respect thereto, and agree to indemnify and hold iAPPS, its officers, directors, employees, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the SLIDE Service.
- 5.5. iAPPS permits you to link to materials on the Service for personal purposes only. iAPPS reserves the right to discontinue any aspect of the SLIDE Service at any time.

## 6. Warranty Disclaimer

6.1. YOU AGREE THAT YOUR USE OF THE SLIDE SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, iAPPS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. iAPPS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICE'S CONTENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY:

- 6.1.1. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT;
- 6.1.2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE;
- 6.1.3. ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN;
- 6.1.4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE;
- 6.1.5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE THROUGH THE ACTIONS OF ANY THIRD-PARTY; AND/OR
- 6.1.6. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SLIDE SERVICE. iAPPS DOES NOT WARRANT,

ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE SLIDE SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY USER SUBMISSION OR OTHER ADVERTISING, AND iAPPS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 7. Limitation of Liability

7.1. IN NO EVENT SHALL iAPPS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY:

7.1.1. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT;

7.1.2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE;

7.1.3. ANY UNAUTHORISED ACCESS TO OR USE OF SLIDE SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN;

7.1.4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM iAPPS SERVERS;

7.1.5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH SLIDE SERVICE BY ANY THIRD PARTY;

7.1.6. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SLIDE CLIENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR

7.1.7. THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR PRIVACY POLICY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT iAPPS SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

7.2. The Service is controlled and offered by iAPPS from its facilities in Singapore. iAPPS makes no representations that the SLIDE Service is appropriate or available for use in other locations. Those who access or use the SLIDE Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## 8. Indemnity

8.1. You agree to defend, indemnify and hold harmless iAPPS, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

8.1.1. your use of and access to the SLIDE Service;

8.1.2. your violation of any term of these Terms;

8.1.3. your violation of any third-party right, including without limitation any copyright, property, or privacy right; or

8.1.4. any claim that one of your Submissions caused damage to a third party. This defence and indemnification obligation will survive these Terms and your use of the SLIDE Service.

## 9. Ability to Accept Terms of Service

9.1. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are at least 18 years old as the SLIDE Service is not intended for children under 18. If you are under 18 years of age, you are not permitted to use the SLIDE Service. You further represent and warrant that you are not located in a country that is subject to a Singapore government embargo, or that has been designated by the Singapore government as a "terrorist-supporting" country, and that you are not listed on any Singapore government list of prohibited or restricted parties. iAPPS is the developer of the Service, with address at 3 Fusionopolis Way, #13-24/25 Symbiosis, Singapore 138633, info at slide.sg.

## 10. Assignment

10.1. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by iAPPS without restriction.

## 11. General

11.1. You agree that:

11.1.1. the SLIDE Service shall be deemed solely based in Singapore;

11.1.2. the SLIDE Service shall be deemed a passive server that does not give rise to personal jurisdiction over iAPPS, either specific or general, in jurisdictions other than Singapore; and

11.1.3. that you agree to subject to the jurisdiction of Singapore in the event of any legal dispute. These Terms shall be governed by the internal substantive laws of the Republic of Singapore, without respect to its conflict of laws principles. Any claim or dispute between you and iAPPS that arises in whole or in part from the SLIDE Service shall be decided exclusively by a court of competent jurisdiction located in Singapore. These Terms, together with the Privacy Policy at <http://slide.sg/privacy> and any other legal notices published by iAPPS, including, but not limited to an end user licence agreement, shall constitute the entire agreement between you

and iAPPS concerning the SLIDE Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of this these Terms shall be deemed a further or continuing waiver of such term or any other term, and iAPPS's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. iAPPS reserves the right to amend or modify these Terms at any time, and it is your responsibility to review these Terms for any changes. If you do not agree to the revised Terms, your only recourse is to discontinue the use of the SLIDE Service. Your continued use of the SLIDE Service following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND iAPPS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SLIDE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.