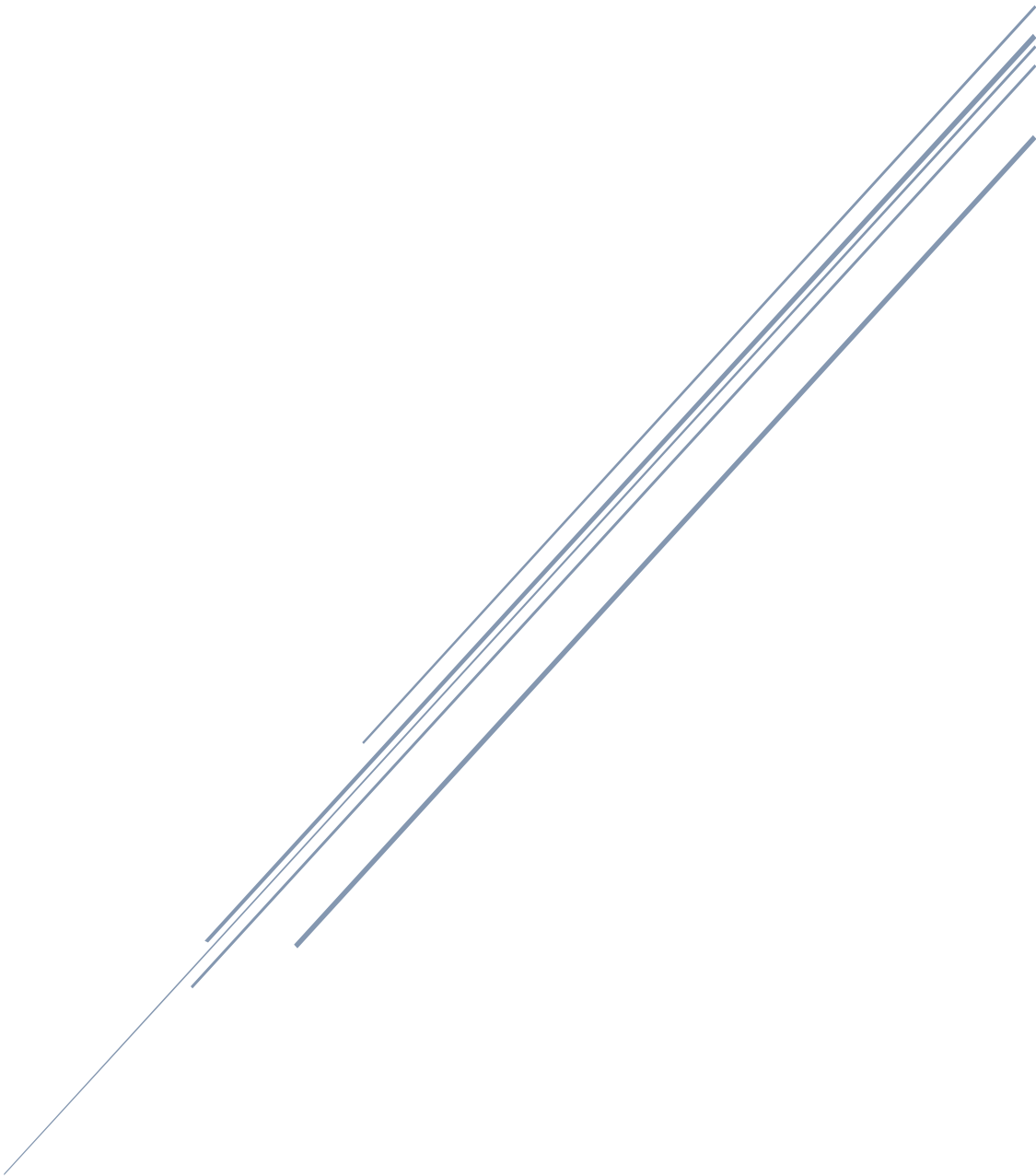


TERMS OF SERVICE

SEEKOUT



Terms of Service

These Terms and Service regulate the business relationship between you and us. By using Our Website, Our services, Connectors or Our Platform, in any way, you agree to be bounded by them. No person under the age of 18 years may purchase this service from us.

Seekout may from time to time update or revise this Agreement and when we do, we'll update the "Effective Date" at the bottom of this agreement. If Seekout updates or revises this Agreement, we will notify our Clients either by email to their most recently provided email address and posting the updated or revised Terms of Service and Privacy Policy on the Site or by any other manner chosen by Seekout in its commercially reasonable discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with this Agreement as updated or revised. You can view the most current Terms of Service and Privacy Policy on our website at (<https://seekout.sg/companyenquiry/>). It is your responsibility to review the Terms of Service and Privacy Policy periodically.

1. Definition

In this agreement,

1. "Our Website" means the entire computing hardware and software installation which includes the main website (<https://seekout.sg/>) as well as Seekout WordPress CMS (Content management Settings) that support the contents of the website.
2. "Services" means any of the services we offer for sale or for free on Our Website.
3. "Contents" means any material in any form published on Our Website by us (Seekout Admin) or any other Clients subscribed with Seekout.
4. "Clients", "You" refers to Clients subscribe to Seekout for our service
5. "Users", "End-Users" refers to normal visitors who visits this website for casual net surfing purpose.
6. "CMS", means Content management settings where our Clients edit contents to their assigned web-post.

2. Our Contract with you

These terms and condition apply:

1. So far as the context allows, to you as a client who is representing a company, organization or any other legal entity ("Entity"), you have authority to bind the Entity to these Terms listed below for Seekout Product & Services.
2. We shall accept your registration on this agreement. That is when our contract is made.
3. Unfortunately, we cannot guarantee that every service on Our Website is always available. If at any time if there is a disrupt of service and lead to service unavailable, we will try our best to fix it in the shortest time forever no refund will be given. In addition, there may be situation where this website may undergo maintenance period. If that

happens, we will inform our Clients in our CMS dashboard via a notice of the upcoming maintenance. There will be no refund when the website is undergoing maintenance.

4. We may change these terms from time to time. Clients are required to visit our website to review this Terms of Service periodically. If Seekout make changes to the contents in Terms of service, we will notify our Clients by their most recent provided email as well as sending a notice through Seekout CMS.

6. If Seekout owe any form of monetary transaction to any business/organization entity, we will credit the amount to your credit or debit card as soon as reasonably practical but, in any event, no later than 14 days from the date of the event. However, it may take up to 10+ additional days for the funds to appear on your statement.

3. Your account with us

1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the services.

2. If you are representing a company, organization or any other legal entity ("Entity"), you have authority to bind the Entity to these Terms.

3. You are capable of entering into and performing legally binding contracts under applicable law.

4. If you use our platform, you are responsible for maintaining the confidentiality of your account and password. You are accountable for any form of activities that occur under your account.

5. You should inform us immediately, if you believe that some unauthorized person has accessed to your account without your authority and also log in to your account and made a change to your password.

6. We reserve the rights to refuse and suspend you from accessing to Our Website/Service.

4. Your Email Address

1. You represent that any username or email address by you, when used alone or combined with a second or third level domain name, does not interfere with the with the rights of any third party and has not been selected for any unlawful purpose.

2. You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

3. You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by court or judicial authority, to desist from using or permitting the use of a particular Domain name as part of a name or email address.

5. Third Party Payment Processor

Seekout uses the 3rd party payment platform, Stripe, the Stripe API, and in conjunction, your Stripe account to process credit and debit card transactions.

By using the Stripe Check Out you agree to be bound by Stripe's Terms of Service. You can visit <https://stripe.com/us/terms> for more information.

You expressly understand and agree that Seekout shall not be liable for any payments and monetary transactions that occur through Your use of the Service. You expressly understand and agree that all payments and monetary transactions are handled by Stripe. You agree that Seekout shall not be liable for any issues regarding financial and monetary transactions between You and any other party, including Stripe.

You are responsible for all transactions (one-time, recurring, and refunds) processed through the Service and/or Stripe. Seekout is not liable for loss or damage from errant or invalid transactions processed with Your Stripe account. This includes transactions that were not processed due to a network communication error, or any other reason. If You process a transaction, it is Your responsibility to verify that the transaction was successfully processed. You are responsible to ensure that your credit card account must be in good standing and remain valid for the monthly charges.

You understand that Seekout uses the Stripe API to run the Service and that the Stripe API is subject to change at any time and such changes may adversely affect the Service. You understand and agree to not hold Seekout liable for any adverse affects that actions (whether intentional or unintentional) on the part of Stripe may cause to Your Stripe account, or Your business.

You must not process stolen credit cards, or unauthorized credit cards through Stripe. In the event of an unsuccessful payment, Seekout will send an email to inform you regarding the unsuccessful payment of the month and your account would be temporary suspended if payments are not received within ten (10) days from due date.

TRANSACTION SECURITY

All transaction information passed between Seekout and Stripe's systems is encrypted using 256-bit SSL certificates. No cardholder information is ever passed unencrypted. You can be completely assured that nothing we pass to Stripe's servers can be examined, used or modified by any third parties attempting to gain access to sensitive information.

6. Price, Payment and service provision

1. It is possible that the price may increase from our agreement. If that happens, we will inform you regarding the increase of the fee a few months before it takes place through your latest provided email as well as sending a notice to our CMS dashboard.
2. All subscription recurring payments are made on a 30 days basis through stripe. (i.e. if a client signs up a package on 16th June, his next payment will be on 16th July)
3. Any form of one-time payment will be charged directly through Stripe.
5. If your credit cards expired, or if you wish to use a different card, it is your responsibility to notify us by sending an email at least 14 days before your next

subscription fee payment is due. You will be able to find a set of instructions in our CMS for financial issues.

6. All subscriptions fees, listing fees and/or other fees and charges paid by you are non-refundable. There will be no refund of any fees in the event that your account is suspended or terminated due to a breach of these terms.

7. If we are not able to provide you the services within [10] days of the date of your order, we shall notify you via email to tell you the likely provision date.

8. You may wish to cancel the services at any time by sending us an email. You will be able to find a set of instruction in the Seekout CMS for termination of service issue. Kindly give us at least one clear week of notice for termination of service issue. This is to prevent the next automatic renewal and respective charge.

9. We may change the nature or provision of the services at any time. We may tell you about such change via an email or by publishing notice on Our CMS.

10. If we change the nature or provision of the services, you may terminate this contract.

11. If a change we make in the provision of the services, involves action on your part, and you do not take that action, we are entitled to terminate the services to you without notice.

12. We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the services or reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.

7. Dissatisfaction of services

1. Our most important task is to ensure your absolute satisfaction. We will always strive to meet your request. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not satisfied with the services that we have provided, please tell us at the earliest opportunity:

- Exactly what you think we have failed;
- The date, if relevant, of the failure;
- When and how you discovered the failure;
- The result of the failure;
- Your suggestion as to action on how we should resolve such a situation to restore your faith in us.

2. To do this, you are able to reach us by email at support@seekout.sg and provide as many details about the issue as possible.

8. Termination of Service

1. All Business Clients who wish to terminate their service with Seekout are requested to give us a 1-week advance notice prior to the expiration of the end-current service period. This is to avoid the next automatic renewal and respective charge. Kindly refer to the instruction listed in our CMS to terminate your service with us. Notwithstanding anything to the contrary in the foregoing, with respect to subscriptions to Renewing Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which you have already made payment. Upon termination of service, Seekout does not hold any form of data from the client. All data, particulars regarding the clients as well as the business will be deleted and will not be keep/used by Seekout.

9. Content Intellectual and property rights.

1. We will defend the intellectual property rights in connection with our Services and Our Website, including copyright in the Contents whether provided by us or by any other content provider.

2. We also claim copyright in the designs and compilation of all Content of Our Website. Title, Ownership rights, and shall remain the sole property of us and/ or the other content provider. We will strongly protect those rights in all countries. You retain ownership rights in the Contents which you upload or share on the Services but you grant Seekout a worldwide, fully-paid, royalty-free, sub-licensable, and transferrable licence to host, store, use, display, reproduce, modify, adapt, edit, publish for the purpose of operating, developing, providing, promoting, and improving the Services and to research and develop new products and services.

3. Seekout only provide a platform for you to upload and customize your Contents to be published on Our Website of your assigned web-post. You shall use the service in accordance to these terms:

- Use/upload any form of Contents which does not violate or infringe another party's rights of publicity, privacy copyright trademark or any other intellectual property.
- You are only allowed to use Contents which is of your own or contents which does not violate copyright law.
- You understand and agree that you are solely responsible for the contents which you uploaded, published or share through our services and any loss or damage which you sustain as result of such contents is solely your responsibility. Seekout is not liable to any form of legal liability in result for your action. Any form of violation with regards to copyright are directly liable to you. (Copyright Includes: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software.)
- You acknowledge that Seekout does not pre-screen Contents uploaded/edit by you. Seekout shall have the right in its sole discretion to refuse, delete or remove any content that is available on the services without liability or the obligations to offer a refund, in any of the following event:
 - 1) If Seekout receives a complaint or notice of infringement in respect of the content.
 - 2) If the content is otherwise objectionable.

4. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person without our consent.

5. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

6. By publishing/updating/inserting new contents to your assigned web-post, you are agreeing that you do not violate any form of copyright issues. All contents uploaded by you abide to the copyright law and are provided by you.

10. Dispute with users

1. Without prejudice to Clause 10, if you are in dispute with a user of our website, you are encouraged to contact that user to resolve the situation amicably. If the dispute is notified to Seekout, Seekout will attempt to facilitate resolution of the dispute but is under no obligation to resolve the same. Seekout will be released from any claims, demands and damage arising out of your disputes with users of our website.

11. Disclaimers

1. Our Website contains link to other internet websites outside our power and control. You acknowledge and agree that Seekout shall not be liable in any way for the contents of any such linked website, nor for any loss or damage arising from your use of any such website. If Seekout discovers that there are links made to other forbidden website or to any inappropriate website, we will not hesitate to remove the link you made and banned your access to your assigned web-post. We will do a follow up and contact you personally through your contact number/latest provided email regarding this issue to ensure that such happening will not happen again from your side.

2. We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise arising out of our connection with your use of Our Website or the purchase of the Services.

3. In any event, including the event that any term or condition or obligation on our part is implied into these conditions by law, then Seekout liability is limited to the maximum extent permitted by law to the value of goods and services you have purchased.

4. You are accountable for the web-post assigned to you. You are allowed to use the service in accordance to these terms and shall not upload any Contents that violates or infringes another party's rights of publicity, privacy, copyright, trademark or any other intellectual property right.

12. Acceptable use policy

As a condition of your use to Our Website, you agree to comply with Seekout Acceptable use policy:

1. You are only allowed to publish/edit/insert contents to your assigned web-post provided that those contents do not violate any of the following:
 - Copyright Works
 - Commercial audio, video or music files
 - Any Contents which violates the law of any established jurisdiction
 - Unlicensed software
 - Software which assist in or promotes: Emulators, phishing, hacking, password cracking, IP spoofing
 - Pornographic Contents
 - Any Contents promoting discrimination or animosity to any person on grounds of gender, race or color

2. You may allow anyone else to use your account to access the website to publish/edit/insert contents to your assigned web-post under your own supervision/trust, however, you are responsible for any forms of contents being made/change by that party. Anyone else that you have granted access to your account can made changes to your web-post provided that they do not violate any of the following:
 - Copyright Works
 - Commercial audio, video or music files
 - Any Contents which violates the law of any established jurisdiction
 - Unlicensed software
 - Software which assist in or promotes: Emulators, phishing, hacking, password cracking, IP spoofing
 - Pornographic Contents
 - Links to any of the Contents specified in this paragraph
 - Any Contents promoting discrimination or animosity to any person on grounds of gender, race or color.

13. System Security

1. You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
2. You may not use any software tool for the purpose of extracting data from Our Website.
3. You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

14. Indemnity

1. You agree to indemnify us against any claims or demands, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Website, (a) your breach of these Terms, (b) your posting Contents, (c) or the infringement made by you, (d) or by any other person using your account, (e) of any intellectual property or other rights of any person.

15. Miscellaneous Provision

1. When we communicate with you, we do so by email or by posting notice on Seekout CMS. You agree that email communications and setting up notice in Seekout CMS are contractually binding in the same way as properly signed and dated paper sent by post.
2. Nothing in this agreement shall confer on any third party any benefit or obligation.
3. We will notify and update you if there is any form of change in this Terms of service and Seekout Privacy policy by your latest provided email/ Posting a notice on Seekout dashboard.
4. In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

16. Privacy

1. Your privacy is important to us at Seekout and we have provided Seekout Privacy Policy which can be found here (<https://seekout.sg/companyenquiry/>) to explain our privacy practices. Please review the Privacy Policy to understand how Seekout Collects, uses and disclose information collected and receives from you.

17. Governing Law and Jurisdiction

1. You hereby agree that the laws of Singapore shall govern this Terms and that the courts of Singapore shall have non -exclusive jurisdiction over any dispute arising out of or in connection of these Terms.

Effective Date : 11/10/2018