

**This User Agreement and Terms Of Use govern your use of the i-dentiti App, Maps, and Data (collectively known as the "i-dentiti App").**

**1. Licence and Services**

1. You agree that the services provided to you shall consist of a non-exclusive and non-transferable licence to use the software known as the "i-dentiti App" and any data or maps produced from the i-dentiti App (collectively, the "i-dentiti Service").
2. We may modify, suspend, or discontinue the i-dentiti Service (or any part or content thereof) at any time with or without notice to you, and we will not be liable to you should we exercise such rights. Where new features are added to the i-dentiti Service, the terms and conditions under this Agreement shall equally apply to such new features.
3. Your usage of the i-dentiti Service will be periodically monitored to ensure compliance with the Agreement.

**2. Fees, Payments and Refund Policy**

4. Where applicable, you agree to pay fees to access the i-dentiti Service and any other charges (if any), including but not limited to the applicable taxes, incurred in connection with your access to the i-dentiti Service.
5. You can purchase pre-paid action(s) to use the i-dentiti Service using any payment method made available to you by us. The pre-paid action(s) will be credited to your User Account upon completion of purchase.
6. Unless otherwise stated, all fees and charges are non-refundable. If you have any enquiries or concerns relating to the said fees and charges, do contact us at [support@i-dentiti.com](mailto:support@i-dentiti.com) and we shall respond within two (2) working days. The Parties shall use all reasonable best efforts to resolve any dispute arising from the same through mutual consultation and cooperation.
7. If you fail, or we suspect that you failed, to comply with any of the provisions of this Agreement, we may terminate this Agreement and/or your i-dentiti Account at our sole discretion and without notice to you.
8. We reserve the right to amend our fees and charges from time to time. You may view the current fees and charges when viewing your Settings after logging in.
9. In the event that you have not contacted us in accordance with Clause 6 above, we may, at any time and by providing sufficient notice, to charge back to you, and deduct, withdraw or set-off from payments due from you or from any other account or from amounts due from you, for the full amount of any chargeback imposed by any bank, card association, card issuing bank or payment gateway provider where such chargeback is unreasonably initiated by you for disputes relating to the i-dentiti Service ("Chargeback"). You agree to pay the amount of any Chargeback and where applicable, the associated costs and expenses of the bank, card association, card issuing bank or payment gateway provider (including investigations, retrieval and other associated fees and costs).

**3. Restrictions on Use**

9. The i-dentiti Service is provided solely for your use and shall not be used for any illegal purpose or in any manner inconsistent with the terms of this Agreement. You acknowledge that the i-dentiti Service (including but not limited to any software source codes used in the provision of the i-dentiti Service) and the information

provided through the i-dentiti Service (the " i-dentiti Data") were developed, compiled, prepared, revised, selected and arranged by us and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute our valuable intellectual property and trade secrets. You agree to protect all our vested contingent and future proprietary rights during and after your term of usage. You shall honour and comply with all written requests made by us to protect our contractual, statutory and common law rights in the i-dentiti Service with the same degree of care used to protect your own proprietary rights, which in no event shall be less than reasonable efforts.

10. You agree to notify us in writing promptly upon becoming aware of any unauthorised access or use by any party or of any claim that the i-dentiti Service infringes upon any copyright, trademark or other contractual, statutory or common law rights.
11. You agree to use the i-dentiti Data for your internal business or personal purposes only. In no event will you engage the use of web crawlers or any other means to move, copy, disseminate, broadcast, reproduce, port, store or otherwise route i-dentiti Data to any device, printer, display or application which could cause the information so used or disseminated to be a source of or substitute for the information otherwise required to be supplied by us or available from us.
12. You agree that the rights granted to you under this Agreement do not include the right to store all or any part of the i-dentiti Data in databases for access by you or any third party or the right to distribute any database services containing all or any part of i-dentiti Data.
13. Notwithstanding anything to the contrary contained in this Agreement, you may not use any portion of the i-dentiti Data in any manner that is competitive with any product or service then being offered by us including, but not limited to, any use of such data that may (i) result in the displacement of an existing subscription of, or the loss of a potential subscription by, a third party to our services; or (ii) result in a reduction of your existing or potential subscriptions to our services.
14. You shall not share, recompile, decompile, disassemble, reverse engineer or make or distribute any other form of, or any derivative work from, the i-dentiti Service.
15. You shall not use any of our trademarks, trade names or service marks in any manner which creates the impression that such names and marks belong to or are identified with you, and you acknowledge that you have no ownership rights in and to any of these names and marks.

#### **4. Warranties and Limitations of Liabilities**

16. We make no warranty, express or implied, as to the results to be attained by you from the use of the i-dentiti Service. We do not warrant that the software relating to the i-dentiti Service is error-free or will operate without interruption.
17. The information and data contained in the i-dentiti Service are derived from publicly available information and/or sources deemed reliable, but we and our suppliers do not warrant, whether expressly or impliedly, the correctness, accuracy, veracity and/or completeness of any programs, data or other information furnished in connection with the i-dentiti Service.
18. The information and data contained in the i-dentiti Service are subject to change, completion and amendment without further notice. The information or data is not to be construed as legal, business or tax advice. You should consult your own legal, business or tax advisor as to the legal, business or tax advice.

19. We, our suppliers and third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of users, a user's employees, subcontractors, agents, equipment vendors or otherwise, arising in connection with the i-dentiti Service rendered under this Agreement. We shall not be liable for any losses including but not limited to lost profits or business opportunities, loss of use, loss of revenue, loss of goodwill, business interruptions, loss of data or any other punitive, incidental or consequential damages or any claim against you by any other party.
20. You shall indemnify, hold harmless and at your expense, defend us, our employees, officers and directors from and against any loss, claim, demand or expense (including reasonable attorneys' fees) arising, directly or indirectly, in connection with a breach of this Agreement by you or the use of the i-dentiti Service by you.
21. No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the i-dentiti Service provided by us may be brought by you more than one year after the cause of action has accrued.

## 5. User Data Protection Privacy Policy

16. What information do we collect?  
We collect information from you when you register on our site and when you top up your credit through our payment gateway. When topping up your credit, as appropriate, you may be asked to enter your name, contact details or credit card information.
17. What do we use your information for?  
Any information we collect from you may be used in one of the following ways:  
- To personalise your experience when using the i-dentiti App  
- To process transactions  
Your information, whether public or private, will not be sold, exchanged or transferred, or given to any other company for any reason, without your consent, other than for the express purpose of delivering the purchased services or product.
18. How do we protect your information?  
We implement a variety of security measures to maintain the safety of your personal information. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our payment gateway providers database only to be accessible by those authorised with special access rights to such systems, and are required to keep the information confidential. After a transaction, your private information (credit cards, social security numbers, financials, etc) will not be stored on our servers. Your personal information and data will only be kept for as long as is necessary to fulfil the purpose for which such personal information and data are collected. Regarding sensitive information, such as credit card numbers entered during the credit top up process, we encrypt such information using SSL technology. We also use a third party service provider to facilitate these electronic transactions on our site.
19. Do we use cookies?  
Cookies are small files that a site or service provider transfers to your computer hard drive through your web browser (if you allow) that enables the site or service provider to recognise your browser and capture and remember certain information. We use cookies for authentication during certain processes such as login and top up of your credit through our payment gateway.

20. Do we disclose any information to outside parties?  
We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or to protect ours or others rights, property, or safety.
21. This online privacy policy applies only to information collected through our website and not to information collected offline.
22. If we decide to change our privacy policy, we will post those changes on this page. This policy was last reviewed on 16 January 2018.

## 6. General

16. This Agreement contains the final and entire agreement between us regarding your use of i-dentiti.
17. This Agreement may be amended only in a written document, signed by both us and you (the "**Parties**").
18. All claims regarding this Agreement are governed by and construed in accordance with the Laws of Singapore, applicable to contracts wholly-made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in Singapore, regardless of the inconvenience of the forum, except that a party may seek temporary injunctive relief in any venue of its choosing.
19. This Agreement is not assignable, delegable, sub-licensable or otherwise transferable by any party in whole or in part without the prior written consent of the other party. Any transfer, assignment, delegation or sub-license by a party without such prior written consent is invalid.
20. A Party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive.
21. If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.
22. All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

### **Contact Information**

If you have any enquiries relating to the use of i-dentiti, you may contact us at the following:

**Email:** [support@i-dentiti.com](mailto:support@i-dentiti.com)