



TERMS OF USE

1. Introduction

(a) www.dedoco.com and www.dedoco.com/login are sites operated by Dedoco Pte. Ltd. (Unique Entity Number: 202008629K) ("we", "us" or "our"). We are registered in Singapore and have our registered office at 68, Circular Road, #02-01, Singapore 049422.

(b) These Terms of Use sets out the terms on which you may make use of our websites www.dedoco.com and www.dedoco.com/login ("collectively, our Site"), whether as a guest or a registered user. Use of our Site includes accessing, browsing, or registering to use our Site, and the use of the services available on our Site.

(c) Please read these Terms of Use carefully before you start to use our Site, as these will apply to your use of our Site.

(d) By using our Site, you confirm that you agree to comply with and will be bound by these Terms of Use and our Privacy Policy www.dedoco.com/privacy-policy/

(e) If you do not agree to these Terms of Use or our Privacy Policy, please do not continue to use our Site.

2. Changes to terms and Site

(a) We may revise these Terms of Use at any time by amending this page and changes will become immediately effective upon posting. . Please check this page from time to time to take notice of any changes we made, as they are binding on you.

(b) We may update our Site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it.

3. Accessing our Site

(a) Access to our Site is made available free of charge.

(b) We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

(c) We will not be liable to you for any loss or damage suffered by reason of your inability to access our Site at any time or for any period.

4. Your account and password

(a) You may choose to register yourself as a member by creating a user account. You must treat your user account, password and login details (collectively, "account information") as confidential and must not disclose them to any third party.

(b) If you know or suspect that anyone other than you knows about the details of your account information,

or may otherwise have unauthorised access to your user account, you must promptly notify us.

(c) You agree to accept responsibility for all activities on our Site that occur under your user account. You are also solely responsible for: the configuration of your user account; the operation, performance and security of your equipment and other computing resources used to connect to the Site and access our services; the confidentiality of your user account, and all account credentials used for logging into your account, and all uses of your user account by you or other persons.

(d) You agree to bear all liability and fully indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any activity that occurs under your user account.

(e) We have the right to suspend, disable or terminate your user account or to prevent you from using our Site at any time, if in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Use.

5. Ownership

(a) We and our licensors retain ownership of all right, title and interest in the services provided on the Site. Except as stated in the terms, we do not grant you any rights to patents, copyright, trade secrets, trade marks or any other rights in respect of the items in the services. We reserve all rights not granted under these Terms of Use.

(b) The trade marks, logos and service marks displayed on the Site are registered and unregistered trade marks of us.

(c) Subject to your compliance with the Terms of Use and applicable law, we grant you a limited, non-exclusive and non-transferable licence to access and use the services on our Site for internal business purposes, and only as expressly permitted in these Terms of Use and any applicable terms of purchase that enables registration of an account for the use of our services.

(d) Notwithstanding any other provision of these Terms of Use, you grant us a non-exclusive, perpetual, worldwide, royalty-free, sub-licensable and transferable licence to use, reproduce, publicly display, distribute, modify and translate any information or document that you make available via the Site, for the sole purposes of providing or improving our services or the Site. Nothing in these Terms of Use grants us any right, title or interest in or to any of the information or document that you provide to us.

6. Content and Usage of services

(a) You represent and warrant that any documents and information you make available via the Site complies with our content standards as set out in Clause 8. You will be liable to us and indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of your breach of this warranty.

(b) You represent and warrant that you own or otherwise control all of the rights to the documents and information that you make available via the Site. You



shall be solely responsible for the content, quality and format of any document made available via the Site, and all management actions and changes relating to such document, including ensuring that the documents are accurately addressed to the proper recipients.

(c) We have the right to restrict accessibility on the Site to any information or documents that you make available via the Site if such information or document does not comply with our content standards as set out in Clause 8.

(d) While we may provide services, including signing methods, which facilitate the execution of agreements between the parties to these documents, we shall not be a party to any transaction or agreement processed through our services, and we makes no representation or warranty regarding the transactions sought to be effected by your use of our services.

(e) You shall be solely responsible for your reliance on any advice, opinion, statement or other information offered by third parties that is shared or distributed and made available to you on our Site. Any such third-party content solely represents the view of the respective provider of such information or document, who remains solely liable for the accuracy or reliability thereof.

(f) You shall be solely responsible for complying with applicable legal or regulatory requirements relating to the retention or storage of documents or information.

(g) You represent and warrant that you are fully aware of the nature and implications of the use of the distributed ledger technologies involved in the storage and recording of information (including metadata associated with the management of the documents) made available via the Site (including any actions performed on the Site), including the infeasibility of altering or deleting previous versions of documents that have been registered to the blockchain.

(h) You agree to accept responsibility for the safekeeping and confidentiality of the information (including any private keys in their various forms) used to access the documents or information you have made available via the Site. You agree to bear all liability and fully indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of the loss, damage, destruction, theft or unauthorised access to such information.

(i) You shall be solely responsible for ensuring that the use of the Site, the content and format of the documents, and the use of the Site's signature services comply with applicable legal or regulatory requirements, including but not limited to the Electronic Transactions Act (Cap. 88), and that such use are fit for your purposes. We shall not be responsible for your use of our services, including our electronic or digital signature services, or the use of third party services via our Site, and you shall have the sole responsibility of ensuring that your use will comply or meet the standards or requirements under applicable law, including but not limited to ensuring that such services meet the electronic or digital signature requirements or that such agreements are legally binding under law. We have assumed that you have obtained separate legal counsel when using the services.

(j) Where we have provided references or links to third party sites, which may include legal resources or

templates, these are intended for general reference only and we do not in any way recommend, endorse or sponsor such third party sites, or the information therein. You shall have sole responsibility of determining whether the use of such sites and legal resources or templates are suitable for your use.

(k) In the event that we issue a Certificate of Completion to you, you acknowledge that we do not purport to imply that the contents of the agreement are complete or that the agreement is legally binding on the parties and/or meets all execution formalities under law, including but not limited to those relating to the applicability of the Electronic Transactions Act (Cap. 88), and whether further formalities (e.g., notarisation or legalisation) are required. You shall also not make the foregoing representations in respect of the Certificate of Completion to third parties on our behalf.

7. Linking to our Site

(a) You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. When linking to our Site, our Site must not be framed on any other site.

(b) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

8. Content standards

(a) The content standards under this Clause apply to any and all information, documents or content that you make available via our Site.

(b) All information, documents or content that you post, make available via our Site or otherwise provide to us must not:

- i. breach any applicable legal or regulatory requirements in Singapore and in any country from which they are posted;
- ii. be used for any unlawful or fraudulent purpose;
- iii. contain any material which is defamatory of any person;
- iv. contain any material which is obscene, offensive, hateful or inflammatory;
- v. promote sexually explicit material;
- vi. promote violence;
- vii. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- viii. infringe any copyright, database right or trade mark of any other person;
- ix. be likely to deceive any person;
- x. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- xi. promote any illegal activity;



- xii. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; contract, tort, strict liability or otherwise arising out of or in connection with the use of, or inability to use our Site;
- xiii. be likely to harass, upset, embarrass, alarm or annoy any other person;
- xiv. be used to impersonate any person, or to misrepresent your identity or affiliation with any person; or
- xv. advocate, promote or assist any unlawful act such as copyright infringement or computer misuse.

9. Suspension and termination

(a) We will determine, in our reasonable discretion, whether there has been a breach of these Terms of Use through your use of our Site or our Services.

(b) When a breach of these Terms of Use has occurred, we may take such action as we deem appropriate, including:

- i. the immediate, temporary or permanent withdrawal of your right to use our Site and our services;
- ii. to the extent possible, immediate, temporary or permanent removal of any material supplied or made available by you on our Site;
- iii. the issue of a warning to you;
- iv. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- v. any further legal action required against you; and
- vi. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

10. Limitation of our liability

To the fullest extent permitted by law, we will not be liable for:

- i. any loss or damage arising from any material or data sent or received or not sent or received or any transactions entered into through our Site;
- ii. any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another party's rights, including intellectual property rights;
- iii. any special, incidental, indirect, punitive or consequential damages of any kind, or any damages whatsoever, whether in

iv. any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it; or

v. any loss or damage arising from the content of third party websites linked on our Site.

11. Indemnity

(a) You will indemnify and hold us (and our officers, directors, agents and employees), harmless from any claim or demand, including legal fees, made by any third party due to or arising out of your breach of these Terms of Use, or your violation of any law or the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

(b) We will not indemnify you for any losses arising from disputes between you and the other parties over any information or document supplied, or any transaction entered into on or through our Site.

12. Viruses

(a) We do not guarantee that our Site will be secure or free from bugs or viruses. We will not be liable to you and any other party for any loss or damage arising out of any bugs or viruses originating from our Site.

(b) You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

(c) You must not carry out the following activities against our Site:

- i. misuse our Site by knowingly introducing viruses, trojans, worms or other material which is malicious or technologically harmful;
- ii. gain, or attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site; or
- iii. attack our Site via a denial-of-service attack or a distributed denial-of service attack.

13. Third party links and resources on our Site

Where our Site contains links to other sites and resources provided by third parties, these links are



provided for your information only. We have no control over the contents of those sites or resources and we make no representations, warranties or guarantees that the content contained therein is accurate, complete or up-to-date. We will not be liable for any loss or damage caused by your reliance on such third party content.

14. Data Protection

(a) We are committed to protecting and respecting your privacy. Our Privacy Policy www.dedoco.com/privacy-policy/ sets out in full how your personal data will be handled.

(b) We will not be liable for any loss or damage arising out of the collection, use, disclosure or any other kind of processing in relation to your personal data, if we have complied with our data protection obligations under applicable laws and regulations, including the provisions of the Personal Data Protection Act 2012 (Act 26 of 2012).

(c) We may from time to time provide access to, and interoperability services with, third party software applications, via our platform. Examples of such applications include (but are not limited to) MyInfo and National Digital Identity services. In using these third party software applications, you acknowledge that there may be, from time to time, disclosures of information pursuant to your use of such services. Such information may include (but not limited to) your personal data, and such disclosures may take any form, including (but not limited to) being embedded within the metadata of a document that is disclosed to us. You represent and warrant that any and all such disclosures of information by the third parties, as well as our attendant collection of such information, have been duly consented to by you. We will not be responsible for any loss or damage arising out of the collection, use, disclosure or any other kind of processing of your personal data caused, directly or indirectly, by such third parties.

15. No Warranties

(d) Although we make reasonable efforts to update the content or information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content or information on our Site is accurate, complete or up-to-date. We will not be liable for any loss or damage caused by your reliance on information obtained through our Site. It is your responsibility to evaluate the accuracy, completeness and usefulness of any content or information provided before taking, or refraining from, any action on the basis of any content or information on our Site.

(e) The services, documentation and the Site are provided on a "as is" and "as available" basis. To the fullest extent permitted under applicable law, we, our officers, directors, employees, shareholders, agents and licensors: (a) make no additional representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever; (b) expressly disclaim all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, and title; and (c) do not warrant that the services, documentation, or Site are or will be error-free, will meet your requirements, or be timely or secure.

(f) To the fullest extent permitted under applicable law, you agree that we shall not be responsible for any: (i) any unauthorised access to or use of the Site and/or any and all personal data and/or confidential information stored therein; (ii) any

interruption or cessation of transmission to or from the Site; (iii) any viruses, trojans, worms or other material which is malicious or technologically harmful that may be transmitted to or through the Site through the actions of any third party; (iv) any loss of your data or content from the Site; and/or (v) 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, emailed, transmitted, or otherwise made available via the services, documentation, and the Site.

16. Sandbox API

(a) We may from time to time make available to you certain application programming interfaces, other developer services and associated software (collectively, "**Sandbox APIs**") at our sole discretion. You agree that these Terms of Use, including this Clause, shall apply to your use of the Sandbox API.

(b) You shall not use the Sandbox APIs other than for the purpose of facilitating your own or your users' use of our Site and services.

(c) In using the Sandbox APIs, you agree that you shall not:

i. be in breach of any law or infringe upon the rights of any person, including but not limited to intellectual property rights or privacy rights.

ii. permit access to our services from any location or source other than your site;

iii. commercialise, sublicense, sell, transfer or assign the Sandbox APIs;

iv. charge others for our services (including the Sandbox APIs), except with our prior written agreement;

v. Introduce any viruses, trojans, worms or other material which is malicious or technologically harmful;

vi. collect, use and/or disclose personal data of any user accessing our Site in a manner other than as provided in our Privacy Policy;

vii. modify, decompile, reverse engineer or otherwise alter the Sandbox APIs; and

viii. use the Sandbox APIs in a manner that exceeds reasonable request volumes, constitutes unreasonable usage or otherwise fails to comply or is inconsistent with any developer documentation provided to you by us



(d) You represent and warrant that:

- (i) the information you and your developers provide us in connection with your registration and use of the Sandbox APIs is true and correct;
- (ii) you own or have properly licensed all rights necessary to develop, distribute, and use your site/app;
- (iii) your site/app will not infringe the intellectual property rights of any third party; and
- (iv) your use of the Sandbox APIs will comply with all application laws.

(e) You agree that we may, in our sole discretion:

- (i) determine that your use of the Sandbox APIs does not comply with our Terms of Use; and/or
- (ii) deny, suspend or terminate access to the Sandbox APIs in connection with your site/app at any time.

(f) Without prejudice to the generality of Clause 15, you agree that Sandbox APIs and other content provided through these Terms of Use are provided "as is" and "as available" basis. To the fullest extent permitted under applicable law, we, our officers, directors, employees, shareholders, agents and licensors: (a) make no additional representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever; (b) expressly disclaim all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, and title; and (c) do not warrant that the Sandbox APIs are or will be error-free, will meet your requirements, or be timely or secure.

(g) We retain all right, title, and interest, including, all intellectual property rights, not otherwise expressly granted herein, including to the Sandbox APIs, as well as any derivative works, improvements and compilations based on the foregoing. There are no implied licenses under these Terms of Use, and any rights not expressly granted to you hereunder are reserved by us.

17. No Agency

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended, exists or is created between us and you or any other party using our Site.

18. Severance

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

19. Waivers/Rights and Remedies

No failure or delay by us in exercising any right or remedy provided by law under or pursuant to these

Terms of Use will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy.

Our rights and remedies under these Terms of Use will not be affected, and your liabilities under these Terms of Use will not be released, discharged or impaired by any event or matter whatsoever, other than a specific and duly authorised written waiver or release given by us.

20. No Third Party Rights

A person who is not a party to this Terms of Use has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term provided in these Terms of Use.

21. Jurisdiction

- (iii) These Terms of Use will be governed by and interpreted in accordance with the laws of Singapore.
- (iv) The courts of Singapore will have exclusive jurisdiction over any legal action or proceedings arising out of, with respect to, or in connection with any disputes over these Terms of Use.

22. Contact us

To contact us, please email hello@dedoco.com