

End-User License Agreement ("Agreement")

Our EULA was last updated on 08 February 2022.

Please read this End-User License Agreement carefully before clicking the "I Agree" button or using Up Adviser.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this End-User License Agreement:

- **"Affiliate"** means, with respect to any party to this agreement, any other entity directly or indirectly controlling or controlled by, or under common control with, such party. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means (i) the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, or (ii) the ownership of at least fifty-percent (50%) of the equity or beneficial interest of such entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity either by contract or otherwise; and Customer Affiliate means any Affiliate of the Customer.
- **"Agreement"** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Software.
- **"Authorised Users"** means:
 - i the Customer's and Customer Affiliate's employees; and
 - ii the persons appointed by the Customer and Customer Affiliate including agents, consultants, representatives, partners and suppliers engaged in the Customer's business operations; and
 - iii individuals who are already clients of the Customer and Customer Affiliate or identified as prospects or potential leads of the Customers and Customer Affiliate.
- **"Software"** means the software program provided by the Company as part of the license agreement, named Up Adviser.
- **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to BetterTradeOff Solutions Pte Ltd.
- **"Content"** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **"Country"** refers to: Singapore

- **"Device"** means any device that can access the Software such as a computer, a cellphone or a digital tablet.
- **"Financial Adviser (FA)"** means a company or individual holding a financial adviser license to conduct financial advisory services in Singapore, regulated under the Financial Advisers Act 2001, unless otherwise exempted. Individuals representing licensed FA's or exempt FA's need to be appointed as representatives.
- **"Third-Party Services"** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Software.
- **"You"** means the individual accessing or using the Software or the company, or other legal entity on behalf of which such individual is accessing or using the Software, as applicable.

Acknowledgment

By clicking the "I Agree" button or using the Software, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not access, or use the Software.

This Agreement is a legal document between You and the Company, and it governs your use of the Software made available to You by the Company.

This Agreement is between You and the Company only. Therefore, the Company is solely responsible for the Software and its content.

The Software is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

License

Scope of License

The Company grants You and your Authorized Users a revocable, non-exclusive, non-transferable, limited license to use the Software strictly in accordance with the terms of this Agreement.

The license that is granted to You and your Authorized Users by the Company is for purposes of your commercial business as a FA, the limitation of the access rights as allowed for through your agreement with the Company strictly in accordance with the terms of this Agreement.

You may only use the Software, provided you are a registered FA and give access to Authorized Users, on a Device that You or Authorized Users own or control and as permitted by the Software's terms and conditions.

User Subscriptions

The Company grants to the You a non-exclusive, non-transferable right to use the Software and to allow the permitted number of Authorized Users as subscribed for, to use the Software during the term of this Agreement solely for You, and any Affiliate's business operations.

For avoidance of doubt, the rights provided under this are granted to You and your Authorized Users.

Additional User Subscriptions

You may, from time to time during the term of this Agreement, purchase additional User Subscriptions, and the Company shall grant access to the Software to such additional Authorized Users in accordance with the terms of this agreement.

If You wish to purchase additional User Subscriptions, You shall do so using the on-line payment gateway in the Webapp whereafter after successful completion of the payment, the Company shall activate the additional User Subscriptions.

License Restrictions

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party.
Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Software.

Customer Data

You shall own all right, title and interest in and to all Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Customer Data.

The Company may use, store or archive Customer Data as it deems necessary to provide or facilitate You and your registered clients use of the Software subject to law and its obligations under this Agreement.

Personal Data Intermediary

You shall comply, and procure that the Authorized Users comply, with the applicable requirements of the Data Protection Legislation in relation to use of the Software. The Company may suspend access, use and/or provision of the Software if it suspects that there has been any failure to comply with this clause. For avoidance of doubt, this clause is in addition to, and does not relieve, remove or replace, Your obligation under the Data Protection Legislation.

Customer data, including but not limited to Confidential Information, will be located in the Company's data centre located at Microsoft Azure Singapore and at the Company's back up data centre located at Microsoft Azure Singapore or Hong-Kong for backup and disaster recovery purposes throughout the term of this Agreement. Should there be a need to change the location of the Customer data, including but not limited to Confidential Information, the Company will notify You to obtain approval for such move and will not move the Customer data until approval from You is received. If the parties cannot agree upon the location of the Customer data at that time You may be able to terminate use of the Software without penalty.;

the Company is to be considered a data intermediary for the purposes of the Data Protection Legislation (where 'data intermediary' has the meaning as defined in the Personal Data Protection Act 2012);

the Company may irreversibly anonymize Personal Data received from You and Authorized Users into data from which no natural person, whether living or deceased (hereinafter, Anonymized Data), can be identified; for the avoidance of doubt, Anonymized Data and their transformations are not Customer nor Personal Data;

the Company shall make available on request to You evidences of the anonymization of Personal Data; and

the Company may use Anonymized Data for to the purposes of general research and development; improving the Software or Services; developing new software, products or services; and promotion and advertising.

You shall ensure that you have all necessary appropriate consents and notices in place as required by the Data Protection Legislation to enable the lawful transfer of Personal Data to the Company for the duration and purposes of this agreement; and to enable the Company to lawfully process, transmit, hold, record, organize, adapt, alter, combine, retrieve, erase or destroy, within or outside Singapore, Personal Data received from You and your Authorized Users, to provide the Software and perform its obligations under this agreement.

Each party shall ensure that it has in place appropriate technical and organizational measures to protect against unauthorized processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Such measures shall be appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

Upon the request from You, but in any event upon termination of this Agreement, the Company shall return to You (or at Your request, securely destroy) all of the Customer Data and Confidential information, including any back-up copies, in the Company's possession or under its control and retain no copies and shall thereafter ensure that all the Company's media used for the storage of the Customer's Personal Information (including all backup copies) are securely erased or destroyed in a manner that complies with standards for data destruction in the Singaporean insurance industry. All Personal Information (including backup copies) that You request be destroyed will be securely erased or destroyed in a manner that complies with standards for data destruction in the Singaporean insurance industry.

Intellectual Property

The Software, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You or Your Authorized Users with respect to any third-party claim arising out of or relating to the Software. To the extent the Company is required to provide indemnification by applicable law, the Company, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Software or your use of it infringes any third-party intellectual property rights.

Modifications to the Software

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Software or any service to which it connects, with or without notice and without liability to You and Your Authorized Users.

Updates to the Software

The Company may from time to time provide enhancements or improvements to the features/functionality of the Software, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Software. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Software to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Software, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and Support

The Company does not provide any maintenance or support for the download and use of the Software. To the extent that any maintenance or support is required by applicable law, the Company, shall be obligated to furnish any such maintenance or support.

Third-Party Services

The Software may display, include, or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Software. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement.

Upon termination of this Agreement, You shall cease all use of the Software.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Software; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The Software is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Software will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Software, or the information, content, and materials or products included thereon; (ii) that the Software will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Software; or (iv) that the Software, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Software.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Software, third-party software and/or third-party hardware used with the Software, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Product Claims

The Company does not make any warranties concerning the Software. To the extent You have any claim arising from or relating to your use of the Software, the Company, is responsible for addressing any such claims, which may include, but not limited to: (i) any product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, or similar legislation.

Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Software after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Software.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Agreement and your use of the Software.

Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Software and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement, You can contact Us:

- By visiting this page on our website: <https://www.bettertradeoff.com/>
- By sending us an email: contact@bettertradeoff.com