TERMS OF USE

The following are terms of a legal agreement between you ("You" or "Your") and Plugbear Group Pte Ltd ("We" or "PBHS").

1. ACCEPTANCE OF TERMS OF USE AND PRIVACY POLICY

1.1 By using and accessing the websites or mobile applications ("Platform") of PBHS, you agree to follow and be bound by the following terms and conditions ("Terms of Use") and the Privacy Policy.

1.2 We may amend the Terms of Use and Privacy Policy at any time without notice to you. The revised Terms of Use and Privacy Policy will take effect when posted. Your continuous use of the Platform will constitute your acceptance and agreement to the revised Terms of Use and Privacy Policy.

1.3 All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

2. DEFINITIONS

i. **"HEADQUATERS"** or **"HQ"** shall refer to any employees under the employment of Plugbear Group Pte Ltd handling in the operations of PBHS's website and mobile application;

ii. **"AGENT"** shall refer to any Third Party service provider carrying out any services as advertised and/or listed on PBHS's website mobile application.

iii. **"CALL TO ACTION"** shall refer to services ordered by you through PBHS's website, mobile application or phone call to HQ. A work request form will be generated by HQ stipulating the services ordered by you and submitted to the Agent.

iv. **"RESPONSE TIME"** shall refer to the allowable time which commences when PBHS receives a booking and/or call to action from you and/or your representative to the time when the Agent and/or his technical staff arrives at the location of the fault, breakdown or defect to troubleshoot and commence rectification of the breakdown, fault or defect. The

TERMS OF USE

Response Time shall be calculated on a 24 hour basis, and shall include Sundays and Public Holidays.

v. **"APPLICABLE LAWS"** shall mean all laws of Singapore, ordinance, statues, rules, orders, decrees, injunctions, licenses, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time.

vi. **"CLAIM"** includes any claim proceeding, cause of actions, action, demand, investigation or suit (including by ways of contribution or indemnity) at law or in equity.

vii. **INTELLECTUAL PROPERTY"** Shall mean trademarks, names, pictures, titles, logos, texts, IP addresses, images, designs, copyrights and other proprietary materials owned and registered by PBHS.

viii. **"LOSSES"** Means all direct losses, liabilities, damages, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrator's fees), charges and expenses and any other losses, expenses or damages which are reasonable foreseeable by the parties.

ix. **"PLUGBEAR HOME SERVICES", "PBHS", "WE", "US"** or **"OUR/S"** refers to Plugbear Group (Pte.) Ltd.

x. **"SERVICES"** shall mean any services offered by Plugbear Home Services and listed on the Site.

xi. **"SITE"** shall mean PBHS's online website at the Internet Protocol (IP) _____ collectively, including all content and functionality available through the_____ domain name and shall include PBHS Mobile Application, website homepage and all other webpages and data files connected through hyperlinks excluding any third party websites on which PBHS does not have and control.

xii. **"YOU", "YOUR"** or **"USER"** shall mean the users

TERMS OF USE

and visitors of the Site.

xiii. **"You", "Your"** or **"User"** shall mean the users and visitors of the Site;

3. SERVICES

3.1 PBHS services includes but not limited to the following:

i. Home Re-Instatement
ii. Chemical Servicing
iii. Air Conditioning Works
iv. Painting (interior & exterior)

3.2 PBHS reserves the right to change, modify, suspend or discontinue the whole or any portion of the Services or Site at any time.

3.3 We may also impose limits on certain features or tools and restrict your access to parts of the entire Services or Site without notice or liability.

4. RESPONSE TIME (SERVICE STANDARD)

4.1 Response Time to Work Requested.

4.2 The Agent shall attend to any breakdown faults or defects reported to him or work requested by the you and/or your representative. The period of time commencing when the report of a breakdown, defect or the request for work is received, whether verbally or in writing, to the time when qualified maintenance staff arrive at the location of the breakdown, defect or fault for troubleshooting and commences the ratification works.

4.3 Response Time to work requested by you and/or your representative:

i. The Agent shall complete repairs on reported faults or works requested by you or your representative as described in clause 4.3 within the stipulated time frame.

ii. The Response Time is the allowable time which commences from the time frame a fault, breakdown of defects is reported by you or your representative to the Agent and/or his staff, whether verbally or in writing ; or an item found not in a condition to perform its intended function (for example, a roof leak, a faulty

TERMS OF USE

flush cistern, et.); or the period of time you are deprived of the use of the item, facility, etc.; to the time is restored to its normal functioning condition.

iii. For faults or works requiring more time to complete, the Agent shall inform you and/ or your representative and obtain your approval for a reasonable time to finish the works. Under such circumstances, temporary measures to minimise down time or inconveniences to the occupants and public shall also be taken. The Agent shall carry out the works within the time approved by you and/ or your representative.

5. WORKING HOURS

5.1 i. Monday to Fridays
8:30am to 6:00pm

ii. Saturdays/ Eve of Christmas/ Eve of New Year Day/ Eve of Chinese New Year Day/ Eve of Chinese New Year
8:30am to 1:00pm

iii. Eves of Public Holidays except Eve of Christmas/ Eve of New Year Day/ Eve of Chinese New Year Day/ Eve of Chinese New Year
8:30am to 6:00pm

iv. Sundays/ Public Holidays
Subject to work emergency

5.2 For operational reasons, the hours for which the Agent can perform Corrective Maintenance works in certain areas may, at you discretion, be restricted to the only certain hours of the day or after the normal office hours. In such cases, the Agent shall be entitled to any extra payment on an ad-hoc basis.

5.3 You may from time to time request that the Agent provide standby services after the normal working hours as stipulated above. For this purpose, the Agent shall ensure that his Maintenance Supervisor, technical staff and other assistants carry pagers or handphones at all hours of the day and respond to calls for emergency repairs. All charges including standby services shall be borne by you.

2. BOOKINGS AND CALL TO ACTION

6.1 You are required to book appointments 1 day in advance for any service and request listed on PBHS's website. Each

TERMS OF USE

(PRICING INFORMATION)

booking has a attendance fee of SGD30 (Singapore Dollars Thirty).

6.2 In any event if appointments are rescheduled / cancelled, it may result in change of contractors and users may risk not getting a contractor at the new desired time.

6.3 If appointment is cancelled for the first time within the quarter, a warning notification will be sent to inform users about the possible penalty charges involved for the subsequent cancellations.

6.4 Emergency Call To Action

Work Request Priority	Response Time	Charges
Critical	30 Minutes	$180/- excl. call
Urgent	1 Hour	$80/- call
Normal	6 Hours	$50/- call (FOC twice yearly)
Weekend	6 Hours	$200/-
Overtime	-	1.5 times total invoice

7. OUR CONTENT

7.1 You represent and warrant that the data that you have provided to us are true, accurate, complete, and current and you undertake that:

i. when placing information on the Platform, you have legal right and authorization to upload, share, post, publish, transmit, or otherwise make available ("Share") the information and you have the right and authority to grant to PBHS all of the licenses and rights to use your provided information;

ii. you will maintain and promptly update your provided information and ensure that such information is kept true, accurate, complete, and

TERMS OF USE

current; and

iii. you agree not to use the Platform for any illegal or inappropriate purpose.

7.2 We have the right in its sole and absolute discretion and without notice to suspend or terminate your Account, or delete any content that you have provided on the Platform, without assigning any reason.

8. INTELLECTUAL PROPERTY / COPYRIGHT

8.1 The copyright and all other intellectual property rights (including, but not limited to, all database rights, trademarks, trading names, text, graphics, code and files of PBHS) belong to us. You must not copy, transmit, modify, republish, store (in whole or in part), frame, pass-off any material or information on or downloaded from the Platform without our prior written consent.

8.2 The Platform material may only be used for your own and non-commercial use, and not for publication, distribution, transmission, broadcast or circulation to any other third party, and not for posting to other websites, forums, newsgroups, or mailing lists.

8.3 By submitting or posting content on or through the Platform, you grant PBHS a worldwide royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content in any and all media or distribution methods.

9. DISCLAIMER OF WARRANTIES

9.1 You acknowledge and agree that the Services are provided on an “as is” and “as available” basis, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion.

9.2 PBHS does not represent or warrant that: (a) the use of the Services will be secure, timely, uninterrupted or error free or that they will be compatible or operate in combination with any other hardware, software, system or data; (b) the Services will meet your requirements or expectations; (c) errors or defects in the Services will be corrected; or (d) the Services and PBHS’s servers are free of viruses or other harmful components.

9.3 All conditions, representations and warranties, whether

express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby excluded and disclaimed to the fullest extent permitted under the law.

9.4 The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications (including problems inherent to the computer or electronic device you use). PBHS is not responsible for any delays, delivery failures, damages, or losses resulting from such problems.

9.5 No advice or information, whether oral or written, obtained by you from PBHS/ HQ or from the Services shall create any representation, warranty or guarantee. Furthermore, you acknowledge that PBHS has no obligation to support or maintain the Services.

9.6 PBHS disclaims any and all liability or responsibility in relation to the content made available through the Services, including but not limited to the Content uploaded by users or the third party content and services. PBHS is not responsible or liable in any manner for the third party content and services associated with or utilized in connection with the Services, including the failure of such third party content and services.

9.7 We do not undertake to monitor or review every posting, communication, reviews, or any other material on the Platform.

10. TRANSACTIONS

10.1 While we endeavour to provide an accurate description of services listed on the Platform, we do not warrant that such description is accurate, current or free from error.

10.2 All listing prices are subject to taxes, unless stated otherwise. We reserve the right to amend the listing prices at any time without giving any reason or prior notice.

10.3 PBHS shall be entitled to cancel or terminate our obligations to fulfil any order, for any reason whatsoever, even after an order is confirmed by, and paid for by you, with or without

TERMS OF USE

notice. PBHS shall not be liable to any party for such termination or cancellation.

11 PAYMENT INFORMATION

11.1 Modes of payment are as follows:

i. Credit Card (Mastercard)
ii. Paypal
ii. Cash on Delivery

11.2 For online bookings and payment, we use an online payment provider that is operated by a third party ["Payment Provider"]. Payments that you make for our services will be carried out and processed by this Payment Provider. The processing of payments regarding your use of our services and your respective issuing bank / payment instrument issuing company in relation to the credit or debit card you use. We are not responsible for any errors on the part of the Payment Provider. We do not make any guarantee for the payment facility or that the transaction will be completed each time.

11.3 All the online bank transfers from valid bank accounts are processed using the gateway provided by the respective issuing bank which supports payment facility to provide these services to the Users. All such online bank transfers on payment facility are also governed by the terms and conditions agreed to between you and the respective issuing bank.

11.4 While availing any of the payment method/s available the Site, we will not be responsible or assume a liability, whatsoever in respect of any loss or dama arising directly or indirectly to you due to; Lack authorization for any transaction/s; exceeding the pre- limit mutually agreed by you and between your issui bank or payment facility, or any payment issues aris out of the transaction, or decline of transaction for a other reason/s.

11.5 Before accepting your request for service or deliveri the services to you, PBHS may request you to prov supporting documents (including but not limited

TERMS OF USE

Govt. issued ID and address proof) to establish ownership of the payment instrument used by you your purchase. This is done in the interest of provide safe online shopping environment to our users.

11.6 You understand, accept and agree that the paym facility provided by PBHS is neither a banking financial service but is merely a facilitator providing electronic, automated online electronic payme receiving payment through "Cash on Deliver collection and remittance facility for the transactions the site using the existing authorized banki infrastructure and the credit card payment gatew networks. Further, by providing payment facility, PB is neither acting as a trustee nor acting in a fiduci capacity with respect to the transaction or transaction price.

11.7 PBHS may do such checks as it deems fit before approving the receipt of/buyers' commitment to pay (for 'Cash on Delivery' transactions) price for services from the buyer for security or other reasons at the discretion of PBHS. As a result of such check if PBHS is not satisfied with the credibility of the buyer or genuineness of the transaction / price paid for services, it will have the right to reject the receipt of / buyers' commitment to pay price of service.

12. REFUND POLICY

12.1 Refunds can only be issued if: you have contacted our Case Manager at _____ for a report within the 7 days from the date of the invoice. The Case Manger's Report must be endorsed by you, the Agent and the Case Manager for PBHS to process the refund.

12.2 The refund amount will be held by PBHS and will only be released to you after 23 days or when the Case Manager has reached a resolution, whichever is later.

12.4 Plugbear Group Pte Ltd reserves the right to refuse refunds.

13. 'HAPPY HOME MEMBERSHIP' FEES

13.1 All Members are required to pay a Membership fees of SGD180.00 (Singapore Dollars One Hundred And Eighty) annually. PBHS may review the Membership fees from time to time and reserves the right to adjust the Membership fees

where it is considered necessary. Any changes to the Membership fees will be notified to Members prior to implementation.

13.2 For new Members, Membership fees shall be paid upon registering on PBHS's website, and such Membership fees may be refunded if PBHS considers that the applicant does not qualify for Membership. For existing Members who wish to renew their Membership, Membership fees shall be paid within 30 days of expiry of the last Membership year, and any failure to do so may result in termination of the Membership.

14. 'HAPPY HOME MEMBERSHIP' BENEFITS

14.1 Members may enjoy the applicable Membership benefits listed on the Website. Such Membership benefits may be updated or modified by PBHS from time to time.

14.2 PBHS shall not be liable for any loss or damages whatsoever arising from a Member’s inability to access any pages on the Website or use of any Membership benefits.

15. <u>LIMITATION OF LIABILITY</u>

15.1 We shall not be liable to you for any and all damages of any kind, directly or indirectly, arising out of or in relation to using the Platform, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses or any consequential losses.

15.2 We shall not be liable inherent building faults including but not limited to HDB spalling ceiling and/or old pipes that would render the our repairs and/ or building servicing works less effective.

15.3 We shall not be liable for any delay or loss caused by 'acts of God', client- caused loses, refusal of professional advice.

15.4 We make no representation, warranty or guarantee whatsoever in relation to third party (Agent) services. Your use of the Agent's services is at your own risk. PBHS assumes no responsibility and expressly disclaim any liability for claims of loss and/or fraud incurred resulting from the use of or conclusions drawn from any Agent services listed on PBHS's website, regardless of whether or the Agent was approved and/or referred by PBHS.

TERMS OF USE

15.5 IN NO EVENT SHALL PBHS OR ITS SUBSIDIARIES, AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING ACCESS OR USE THE SERVICES OR ANY THIRD PARTY CONTENT AND SERVICES, OR ARISING OUT OF OR IN CONNECTION WITH YOUR CONDUCT OR THE CONDUCT OF OTHER USERS IN CONNECTION WITH THE USE OF THE SERVICES INCLUDING WITHOUT LIMITATION DEATH, BODILY INJURY, EMOTIONAL DISTRESS AND/OR OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OR PERSONS YOU MEET THROUGH THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PBHS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PBHS'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF SINGAPORE DOLLARS ONE ONLY (S$1.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTAL PURPOSE.

16. INDEMNITY

16.1 You will indemnify and hold harmless PBHS, its subsidiaries, affiliates, partners, suppliers, licensors, shareholders, officers, employees, independent contractors and agents and all successors and/or assigns from and against any and all actions, claims, proceedings, damages, losses, costs and expenses resulting from: (a) your use of the Services; (b) your Content; (c) any use of your Account; (d) your breach of these Terms; (e) your breach of any statutory requirement, duty or law; or (f) your violation of any rights of another person or entity.

17 COMPATIBILITY

17.1 PBHS does not warrant that the Services will be compatible or interoperable with your device or any other piece of hardware, software, equipment or device installed on or used in connection with your device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your device to diminish or fail completely, and may result in permanent damage to your device, loss of data located on your device,

TERMS OF USE

and corruption of the software and files located on your device. You acknowledge and agree that PBHS and its subsidiaries, affiliates, partners, suppliers and licensors shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

18. PRIVACY POLICY

18.1 All personal data about you is subject to our Privacy Policy. The Privacy Policy is deemed incorporated into the Terms of Use by reference to this Clause.

19. MISCELLANOUS

19.1 You, PBHS and The Agents are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

19.2 If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.

20. GOVERNING LAW AND JURISDICTION

20.1 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 with these Terms.