

## NEWTON'S METER DEVICE AND NEWTON'S METER MOBILE APP

### Privacy Policy End User License Agreement Terms and Conditions of Use

#### ENGLISH

These terms are for your intended use of Newton's Meter ("NMdevice") and you are hereby agreeing to be bound by the following terms and conditions:

- A. Newton's Meter Software License agreement.
- B. Updates, Information and Notices from Newton's Meter Pte Ltd, Singapore.

**1 Please read these terms and conditions carefully. Any individual or entity ("the User") who accepts them or who purchases, activates or uses the product known as Newton's Meter ("the Product", which where the context permits, includes the Product Software), whichever is sooner, will be taken as having read, understood and accepted these terms and conditions as an integral part of the legally binding contract ("the Contract") between the User and Newton's Meter Pte. Ltd. Singapore and its successors or assigns ("the Company"). Any person or entity who does not accept these terms and conditions may not use the Product. The Company may modify, remove or add to these terms and conditions from time to time, as may be posted on its website [www.newtonsmeter.com](http://www.newtonsmeter.com) which will be effective and binding on the User from the date of such change. You are hereby requested to read this single use software license agreement ("license") carefully before using Nmdevice or downloading the software update accompanying this license. By using Nmdevice or downloading a software update, as applicable, you are agreeing to be bound by the terms of this license. If you do not agree to the terms of this license, do not use Nmdevice or download the software update. If you have recently purchased Nmdevice and you do not agree to the terms of the license, you may return Nmdevice within the specified return period (if any) to the authorized distributor where you obtained it for a refund.**

- 2 The Product includes software, documentation, interfaces, content, and any data forming part of the Product and, if the Company so chooses any subsequent updates, removal of existing features or functions or the addition of new features or functions (all, or any, **"the Product Software"**). The Contract is not intended and shall not be taken as granting or transferring to the User, any intellectual property right of the Company. The Product Software is licensed (not sold or transferred in any way) to the User by the Company for use by the User only and strictly in accordance with these terms and conditions. If the User or its employee, agent or contractor does not comply with the letter or spirit of these terms and conditions, such licence will be deemed to have been terminated on the date of such non-compliance and the User shall cease and shall ensure that its employees, agents and contractors shall not use the Product, unless the Company expressly waives such non-compliance in writing.
- 3 When requested by the Company, the User shall provide the Company with current data relating to the User ("**Personal Data**") for the purpose of the Contract and to develop, provide and enhance the Product and for marketing, business or any other reasonable purposes, and in such event, the User hereby agrees and consents to the Company and its affiliates, employees, agents, and contractors collecting, processing and using the Personal Data for such purposes.

- 4 The Product is provided “*as is*” and “*as available*”, with all faults (if any) and without any express or implied warranty or condition of merchantability, quality, fitness for purpose, accuracy, quiet enjoyment or non-infringement of third party rights or any other warranty or condition of any kind. The User expressly acknowledges and agrees that use by the User or its employee, agent or contractor is at the User’s sole risk and the Company and its affiliates, employees, agents and contractors shall not be liable for and the User expressly and unconditionally waives and releases Company and its affiliates, employees, agents and contractors from any loss, damage or destruction of any property or other rights by the User or its employee, agent or contractor or any third party or for any demands, claims or proceedings against any the Company or its affiliate, employee, agent or contractor arising from or related to the use of the Product or the Contract. In any event, such liability (if any) of the Company to the User or its employees, agents and contractors and third parties shall not exceed the sum (if any) paid by the User for the Product. In no event shall the Company and its affiliates, employees, agents, contractors be liable for any claim for emotional distress or loss of data or for any indirect, incidental, special, consequential, punitive, economic, future, exemplary or damages or loss.
- 5 The rights, benefits under the Contract are personal to the User only. Accordingly, the User shall not and shall not attempt to:
- (1) license, sublicense, sell, resell, transfer, assign, distribute or otherwise reproduce, use, exploit or make all or any part of the Product in any way; or
  - (2) modify or make derivative works based on the Product, reverse engineer or access the Product to build or assist to build a similar or competitive product or build or assist to build a product using similar ideas, features, functions or graphics or copy or enable the copying of any ideas, features, functions or graphics.
- A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Chap 53B) to enforce any provision of the Contract.
- 6 The Company may terminate the Contract and the license to use the Product Software if the Company considers that the User or its employee, agent or contractor has breached or may breach any of these terms and conditions or any applicable law or that the use of the Product by the User or its employee, agent or contractor may cause loss, damage, danger, distress, offence, annoyance, inconvenience or prosecution to or of the Company or any third party, without prejudice to the Company’s rights and remedies in relation to any antecedent breach of by the User or its employee, agent or contractor.
- 7 The Contract constitutes the entire contract between the User and the Company and extinguishes all previous drafts, contracts, arrangements and understandings between them, whether written or oral, relating to the Product. The Contract and all matters related to or arising from it will be interpreted and governed by Singapore law and subject to the exclusive jurisdiction of the courts of Singapore.