

## Fewcents Terms of Service

These terms of service (“**Terms of Service**”) form an integral and binding part of the contractual agreement executed and entered into by you (alternatively the “**Client**”), with Monetise Pte Ltd. (“**Fewcents**”) for the provision of the micropayments services that are described in detail below.

By executing or accepting the Service Agreement for the micropayment services from Fewcents, you have also consented to these Terms of Service, and which contains the terms and conditions for the provision of the Fewcents Service to the Client in accordance with the Documentation.

In the event of a conflict between these Terms of Service and the Service Agreement, the specific provisions of the Service Agreement shall prevail to the limited extent of the conflict.

### 1. Definitions.

In these Terms of Service, capitalized terms used but not defined in the clause in which first used will have the meaning ascribed to them below:

- 1.1. “**Agreement**” means these Terms of Service and the Service Agreement executed by the Client for the Fewcents Services.
- 1.2. “**API**” means, collectively, the Fewcents application programming interfaces described in the Documentation.
- 1.3. “**Card Association**” means Visa, MasterCard, AMEX, Discover or any other card issuers that provide Cards accepted by agreement with the Payment Service Provider.
- 1.4. “**Confidential Information**” means any data, material or information of a nature that could reasonably be presumed confidential, and includes all non-public, proprietary or confidential information, data or material in oral, written, electronic or any other form, including without limitation, information pertaining to either Party’s business affairs, operations, proprietary information and technology, intellectual property, trade secrets and details of its products and services, as well as research and development data, pricing policies, market studies and forecasts, competitive analyses, internal policies and procedures, financial information, capitalization information, the names of, and substance of agreements with, investors, employees, suppliers, customers and prospective customers, business and product development plans or strategies, and marketing information.
- 1.5. “**Damages**” means all fines, penalties, claims, damages, expenses, liabilities or fees of any nature whatsoever, including attorneys’ fees and costs in relation to a specific event.

- 1.6. **“Denied Persons List”** means the U.S. Department of Commerce, Bureau of Industry and Security’s Denied Persons List.
- 1.7. **“Device”** means the data processing unit used by a User to initiate Payment Claim via Fewcents. The Device may be, for example, a mobile phone, tablet or other mobile internet-connected device, laptop or computer.
- 1.8. **“Digital Content”** means information stored digitally, including, for example, files, illustrations, videos or sheet music, that can either be downloaded over the internet or accessed and viewed directly through a web browser by the User.
- 1.9. **“Digital Infrastructure”** means the website, mobile application, or any other digital resource over which the Client services the Materials to the general public, including Users.
- 1.10. **“Documentation”** means the written instructions and specifications regarding the Fewcents Service available at <https://fewcents.co/setup>.
- 1.11. **“Embargoed Countries”** means the U.S. Department of Commerce, Bureau of Industry and Security’s specified Embargoed Countries.
- 1.12. **“Foreign Transaction Fee”** has the meaning ascribed to it in Clause 4.3 of these Terms of Service.
- 1.13. **“Fewcents Intellectual Property”** means all intellectual property rights including, but not limited to, patents, trademarks, copyrights, and trade secrets, in and to the Fewcents Service API and Documentation.
- 1.14. **“Fewcents Section”** means the visually separated area on a Client’s webpage bearing the Fewcents logo.
- 1.15. **“Fewcents Service”** means collectively and individually, the website, software, API, and related applications developed by Fewcents for the purposes described in these Terms of Service.
- 1.16. **“Loss”** has the meaning ascribed to it in Clause 10.1 of these Terms of Service.
- 1.17. **“Material(s)”** means materials offered by Client including, but not limited to, Digital Content, products and/or services offered by Client for which payment may be received using the Fewcents Service.
- 1.18. **“Micropayment(s)”** means a payment by a User entitling them to access and view a single piece of content or an article offered by the Client.

- 1.19. **“Party”** or **“Parties”** means Fewcents and the Client, individually or collectively, as the case may be.
- 1.20. **“Payment Service Provider”** means a payment processor, such as a bank or credit card processor, and it is clarified that such Payment Service Provider shall be considered an affiliate of Fewcents for the purpose of the Agreement. The current Payment Service Provider providing payment services in connection with the Fewcents Service for the Client is specified in the Service Agreement.
- 1.21. **“PII”** means any personal identifying information of User(s), including zip or postal code information.
- 1.22. **“Tax Claim”** has the meaning ascribed to it in Clause 9.2 of these Terms of Service.
- 1.23. **“User(s)”** means internet user(s) who initiate Payment Claims on the Client’s Digital Infrastructure using the Fewcents Service.
- 1.24. **“User Fee”** means the maximum retail price payable by a User to Fewcents and the Content-For-Purchase Client for the purchase or access to Materials. This fee includes all applicable taxes based on the tax laws of Client’s and Fewcents’ respective tax jurisdictions.

## **2. The Fewcents Service.**

- 2.1. The Fewcents Services enables Clients to process Micropayments over the internet for the Materials served to Users.
- 2.2. The Client will facilitate the embedding of the Fewcents Service with their relevant Digital Infrastructure as required (such integrated section to be known as the **“Fewcents Section”**), and ensure all assistance to Fewcents as necessary to complete the integration. Within the Fewcents Section on the Client’s Digital Infrastructure, Users may request Fewcents to arrange a Micropayment transaction initiated by the User. Fewcents is solely responsible for the Fewcents Section and its content, design, functionality and completeness.
- 2.3. The Fewcents Service supports the collection of Payment Claims on behalf of the Client, and for this purpose may utilize the services of a third-party Payment Service Provider. Fewcents reserves the right in its sole and exclusive discretion to engage or substitute the Payment Service Provider, or add additional Payment Service Providers for any Micropayment transaction initiated by Client using the Fewcents Service.
- 2.4. The Client agrees and understands that as a recipient of payment services from Fewcents, it may have certain obligations under applicable law to the operators of the

payment infrastructure, including Payment Service Providers, and the Client undertakes to promptly and duly comply with such obligations where it has knowledge of such obligation, or upon receipt of knowledge from Fewcents or its affiliates.

- 2.5. Fewcents is entitled to make technical and functional modifications to the Fewcents Service at any time, provided that Fewcents shall inform the Client about material changes affecting Client's usage of the Services by electronic mail at least seven (7) days prior to effecting such changes.

### **3. Client's Digital Infrastructure.**

- 3.1. The Client is responsible for terms of use for its Digital Infrastructure and the corresponding sale, access or use of any Materials, and for all other aspects, including rights and licenses in relation to the Materials.
- 3.2. The Client is solely responsible for connecting its data processing systems to the internet, and the Fewcents API, at its own expense and liability.
- 3.3. The Client agrees and understands that Fewcents shall have no responsibility towards the functioning of the Client's Digital Infrastructure, including its Users, except for aspects directly related to the Fewcents Services.
- 3.4. Fewcents will have no responsibility or liability to any person with regard to any claims related to Materials or the Client's activities, including any violations of the intellectual property rights of third parties or content regulations applicable in any jurisdiction in which the Materials are accessible by Users.
- 3.5. The Client shall ensure that its Digital Infrastructure complies with all applicable laws including with respect to payment collection and processing, digital wallets and payments, data privacy and data protection.
- 3.6. The Client shall ensure that the Materials are not offered for Micropayments to individuals on the Denied Persons List and/or located in Embargoed Countries, and represents that it employs software and services that prevent the Materials, and/or the Fewcents Service embedded on its website, from being offered to Users in such areas. The Client will defend, indemnify and hold Fewcents, its owners and representatives, harmless against any loss to the extent such Loss is based upon an allegation concerning Fewcents transactions offered by Client to any individual on the Denied Persons List and/or located in Embargoed Countries.
- 3.7. The Client shall retain control and discretion over which Materials on its websites are offered for Micropayments through Fewcents ("**Offered Materials**"), provided that Fewcents shall be the sole and exclusive provider of Micropayment services for any Offered Materials.

- 3.8. If the Client requires any customization or modification of the Fewcents Services for the special requirements of its Digital Infrastructure, the Client may send an email making this special request to Fewcents at sales@fewcents.co. Fewcents may accept such requests at its sole discretion, and subject to such conditions as it may specify. Upon Fewcents accepting the request, Fewcents will activate the corresponding special service within a reasonable amount of time, at the cost of the Client.
- 3.9. In the event that the Client's Digital Infrastructure is integrated with the Fewcents Services to enable a single log-in for a User already registered with the Client, and such identity credentials are passed on by the Client to Fewcents, the Client shall be solely responsible for ensuring the necessary KYC requirements and other legal obligations that are incumbent upon it in relation to such User data, with no liability whatsoever on Fewcents.

#### **4. Processing of Payment Claims.**

- 4.1. The pricing and process for the Client's use of the Fewcents Service shall be as follows:
- (i) Fewcents is entitled to receive a commission on the total amount of the Payment Claims due to the Client as is specified in the Service Agreement ("***Fewcents Commission***").
  - (ii) Subject to any modification set out in the Service Agreement, the process for payment of Payment Claims pertaining to a Calendar month shall be as follows:
    - (a) Fewcents shall deduct the total Fewcents Commission due to Fewcents on the total amount of the Payment Claims due to the Client for that Calendar month, and make payment of the net payable amount ("***Net Payable Amount***") in accordance with the process set out in this Clause 4;
    - (b) any taxes and bank or transfer related charges that may be applicable on the Net Payable Amount shall be borne by the Client, without any liability on Fewcents;
    - (c) Fewcents will initiate payment settlement of the Net Payable Amount within thirty (30) days of the last day of that month, provided that the Net Payable Amount exceeds SGD 250 (Two Hundred Fifty Singapore Dollars). Where the Net Payable Amount for a particular Calendar month is less than SGD 250 (Two Hundred Fifty Singapore Dollars), that amount shall be transferred to the account for the following month, until the total outstanding payable exceeds SGD 250 (Two Hundred Fifty Singapore Dollars);

- (d) As required by The Payments Services Act of Singapore and to maintain its exemption from licensing under Regulation 28 of The Payment Services Regulations, Fewcents is required to keep Client's Users' Payment Claims balance under the SGD 1,000 (One Thousand Singapore Dollars) threshold. Accordingly, where the total outstanding amount of the Payment Claims payable to the Client exceeds the SGD 900 (Nine Hundred Singapore Dollars) ("**Threshold**") in equivalent Currency, then Fewcents will immediately initiate payment of SGD 900 (Nine Hundred Singapore Dollars) to the Client. Fewcents reserves the right to change Threshold by providing notice on its website and/or by providing written notice of at least fourteen (14) days to the Client, except where a shorter notice is mandated under applicable law.
- 4.2. Fewcents reserves the right to revise the quantum of the Fewcents Commission set out in the Service Agreement, at any time, with thirty (30) days' prior written notice to Client ("**Notice Period**") via electronic mail prior to the effective date of the pricing revision. Upon receipt of such notice intimating the revision of the Fewcents Commission, the Client shall be entitled to terminate the Agreement at the end of the Notice Period by submitting a notice of termination to Fewcents within the Notice Period. Upon the lapse of the Notice Period and to the extent that no notice has been received by Fewcents, the Client hereby agrees to accept and be bound by any revision made to the pricing.
- 4.3. If payments are made in currencies other than the currency in which the Client makes Payment Claims available on its website (the "**Currency**"), Fewcents will use the currency conversion rate determined by an associated financial institution of Fewcents. In addition to the currency conversion into the Currency for such transactions, Fewcents may impose on Users a surcharge ("**Foreign Transaction Fee**") of the transaction value for such Payment Claims. The Client will have no obligation to pay this Foreign Transaction Fee. Fewcents reserves the right to change the Foreign Transaction Fee by providing notice on its website and/or by providing written notice to Users.
- 4.4. All payments by Fewcents will be initiated through the issuance of instructions to the Payment Service Provider to disburse the requisite amount in the equivalent and applicable Currency to the Client, and correspondingly a debit note will be issued to the Client for the aforesaid payment.
- 4.5. The Client is aware that it may be possible for a variety of reasons that the Payment Service Provider does not receive or does not fully receive payment from a respective User. This is, for example, the case if the User refuses the necessary registration under the Fewcents Service, if the User makes use of a return right regarding Materials offered by the Client, or if Payment Service Provider does not receive payment from

the User for any other reason. The Client is aware of the associated risk of non-payment and understands and agrees that it may not receive payment in such cases from the User, Payment Service Provider or Fewcents.

## **5. Rights of Use to the Fewcents Service.**

- 5.1. During the term of the Agreement, Fewcents grants to the Client a non-exclusive, non-assignable and non-transferable right to access Fewcents Service and to use the features connected with the Fewcents Service as specified in the Agreement. The Client has and receives no other rights in and to the Fewcents Service.
- 5.2. In connection with the right of use granted in Clause 5.1 above, the Client shall have the right to access a personalised dashboard provided by Fewcents, through which it may track various details captured by the Fewcents Service pertaining to Payment Claims. The Client will keep access data to its dashboard confidential (including username and password) and will not enable or permit an unauthorized third party to use either a service offered by the other Party or the resultant data.
- 5.3. The Client has no right to and will not use the Fewcents Service beyond the use permitted in accordance with these Terms of Service, or allow third parties to use it or to make the Fewcents Service available to third parties. The Client has no right to reverse engineer, revise, decompile, reproduce, to sell, to permit the temporary use or to let or to lend the Fewcents Service or parts of it to third parties. During the term of the Agreement and for two (2) years thereafter, the Client will not develop or offer any service that provides a payment process similar to the Fewcents Service.

## **6. Obligations of the Parties**

- 6.1. The Client shall have the following obligations:
  - (i) To provide and ensure, at its own expense, that its Digital Infrastructure has the necessary technical specifications as mandated in the Fewcents Documentation, along with the requisite access to the Fewcents Service through the Fewcents API;
  - (ii) To resolve, at its own expense, any errors that occur in its Digital Infrastructure that prevent that Fewcents Services from functioning as intended;
  - (iii) To establish a data link to the Fewcents data centre;
  - (iv) To use the Fewcents-provided API key to convey its intent to use the Fewcents Service;

- (v) To provide Fewcents with all necessary regulatory and tax information pertaining to the Client's business, and such other information that may be necessary for the performance of the Agreement by Fewcents;
- (vi) To transmit to Fewcents the names of all designated administrators for Client for communication with regard to the Fewcents Service;
- (vii) To use the Fewcents Service exclusively for the facilitation of Micropayments for the Offered Materials on its Digital Infrastructure, and not for any other purpose that is not sanctioned under the Agreement;
- (viii) To inform Fewcents, without undue delay, about any defects or errors in its Digital Infrastructure, that could affect the safety or operation of the Fewcents Service, and to cooperate with Fewcents and take all reasonable measures to enable Fewcents to diagnose such defect or error. It is clarified that in the event of any significant error, incorrect reporting, failure or defect in the Client's Digital Infrastructure, which is required to be remedied by Fewcents, the Client will the requisite expenses for such remediation;
- (ix) To ensure that all information provided to Fewcents under this contract is accurate and complete, and to notify Fewcents about any changes with regard to the following information: the Client's company name, registered address, bank information;
- (x) To ensure that the Offered Materials are provided in accordance with requisite legal documentation entered into with the Users, and that all Offered Materials comply with the requirements of applicable laws. It is clarified that the Client acknowledges sole and exclusive responsibility for such compliance, without any liability on Fewcents;
- (xi) To review all payments made and invoices issued by Fewcents without undue delay, and to raise any objections no later than four (4) weeks from the respective date of receipt. It is clarified that no objections may be raised beyond the aforesaid stipulated period, and the corresponding settlements shall be deemed final and binding;
- (xii) To make the following disclosures to Users prior to the facilitation of purchases through the Fewcents Services:
  - (a) The terms and conditions applicable to the purchase of the Materials by a User, the cancellation of purchases and the corresponding refund of the Micropayment, and the duration and mode of access for purchased Materials; and

- (b) Such other policies and other documentation as may be required under applicable law;
- (xiii) To implement an appropriate customer grievance redressal system to handle any requests or customer complaints from Users in relation to the Offered Materials, Micropayments for the Offered Materials, and any other aspect of the Client's Digital Infrastructure in which the Fewcents service is embedded;
- (xiv) To disclose to the Users that Fewcents and the Payment Service Provider are both authorized partners of the Client for the purpose of facilitating the Micropayments for the Offered Materials;
- (xv) To maintain appropriate administrative, technical and physical safeguards that may be required by the Payments Service Provider or Fewcents, in relation to the Micropayments services, in accordance with applicable laws, rules, regulations and guidance; and
- (xvi) To provide any KYC related information that may be required by the Payment Service Providers that Fewcents uses, or as may be required for regulatory purposes in either the jurisdiction of the Client or Fewcents.

6.2. Fewcents shall have the following obligations:

- (i) To process all successful Payment Claims from Users pertaining to the Client's Offered Materials;
- (ii) To issue timely instructions to the Payment Service Provider for the credit of the successful Payment Claims to the Client's bank account;
- (iii) To inform the Client of any downtime or maintenance of the Fewcents technology which may disrupt the Fewcents Services;
- (iv) To comply with all applicable laws in relation to the facilitation of Micropayments through the Fewcents Services; and
- (v) To provide to the Client relevant details about the use of the Fewcents Services by Users on the Digital Infrastructure of the Client, including the number of user visits, unlocks, paid unlocks, for Offered Materials, through the personalised dashboard/panel referenced in Clause 5.2.

## **7. Representations and Warranties of the Parties**

7.1. Each Party hereto represents, warrants and undertakes that:

- (i) It is an entity that is duly constituted and validly existing under Applicable Law;
- (ii) It has the requisite power and authority to execute, deliver and perform its obligations under the Agreement, and that the entire Agreement shall constitute a legally binding obligation upon the execution of the Service Agreement;
- (iii) Its obligations hereunder constitute legal, valid, binding and enforceable obligations;
- (iv) The execution and performance of the Service Agreement does not breach its organizational documents, any applicable law, the provisions of any contract or order of court or tribunal applicable to it, or require any governmental approval;
- (v) The person executing the Service Agreement is duly authorized to do so for and on its behalf, and shall have the authority to create binding legal obligations on it;
- (vi) It is and shall remain compliant with all legal, statutory and regulatory compliances under applicable law during the pendency and performance of the Agreement;
- (vii) Its services and Digital Infrastructure does not violate or infringe any intellectual property rights of any third party; and
- (viii) All information provided to the other Party under this contract will be updated, accurate and complete.

7.2. Fewcents represents, warrants and undertakes that:

- (i) It has all necessary rights, permissions and authorities, including requisite statutory and regulatory licenses and authorisations, to provide the Fewcents Services under the Agreement, and shall maintain the same during the Term;
- (ii) It has entered into the required contractual agreements with Payment Service Providers and other partner banks that are necessary for the provision of the Fewcents Services;
- (iii) The Fewcents Services will be provided in a professional manner in accordance with the terms of the Agreement;
- (iv) It shall comply with applicable data protection and privacy laws, in relation to the collection, accessing, transferring, sharing, and controlling and/ or processing of a User's PII;

- (v) It shall immediately notify the Client upon receiving actual knowledge of any unauthorized access to the Client's account on the Fewcents Service, and shall cooperate with the Client in the investigation of such breach and the mitigation of any damages;
- (vi) It shall take commercially reasonable steps to remedy any error or defect in the Fewcents Services upon such fact coming to its knowledge;
- (vii) It will promptly respond to any requests or complaints of Users in connection with any aspect of the Fewcents Services or any other services offered by Fewcents to the User;
- (viii) It has robust cybersecurity protocols and controls in place to protect a User's and the Client's information, and is compliant with applicable law in this regard; and
- (ix) It has implemented the necessary technical measures to ensure the protection, confidentiality and security of the facilitation system for Micropayments.

7.3. The Client represents, warrants and undertakes:

- (i) That it shall ensure that the Offered Materials do not infringe the intellectual property rights of any third party and that it has all necessary licenses and permissions to offer the Materials to Users through the Fewcents Services;
- (ii) That it is solely responsible for any aspect related to the content of any Offered Materials, including legal actions, claims, disputes, or violations of law, and in this regard shall promptly address and resolve any disputes or grievances raised by Users in pertaining to such content-related issues;
- (iii) That it has implemented and shall continue to ensure adequate IT security and controls in place to facilitate the functioning, security and protection of its Digital Infrastructure and related digital properties in which the Fewcents Service is embedded, including such measures required under applicable laws;
- (iv) That it shall comply with all obligations under applicable laws, and obtain all necessary licenses, authorisations, and permits in order to conduct its business and offer the Materials through the Fewcents Services;
- (v) That it shall implement the necessary data protection and cybersecurity of its website and all digital properties in which the Fewcents Services are embedded, to ensure compliance with all applicable law and the privacy of Users in this regard;

- (vi) That it shall promptly address and resolve any disputes or grievances raised by Users in relation to the Offered Materials, and that it shall reimburse any expenses incurred by Fewcents in connection with any claims, actions or disputes arising in relation to the Offered Materials, including a breach of third-party intellectual property rights or unlawfulness;
- (vii) That it shall accept the chargeback of any transaction relating to which the User disputes validity, and shall comply in this regard with the prevailing Card Association regulations, or decisions communicated by the Payments Service Provider or Fewcents;
- (viii) That it shall not accept or submit a fraudulent transaction to Fewcents or Payment Service Provider, and to not, under any circumstances, present for processing or credit, directly or indirectly, a transaction which originated with any merchant or source other than the transactions arising from bona fide transactions from Client relating to the Materials or activities for which the Client has been approved under the Agreement. If Client breaches its obligations under this Section, Fewcents may: (a) immediately terminate the Agreement, (b) have Payment Service Provider withhold funds and demand an escrow, or (c) report the Client to the relevant Card Association members or other concerned parties and regulatory authorities (it is clarified that the Client's employees' or agents' actions are chargeable to Client);
- (ix) That it shall not prepare or submit a transaction representing the refinancing of an existing User obligation including, but not limited to, obligations: (a) previously owed to Client; (b) relating to a chargeback; or (c) representing the collection of any other pre-existing indebtedness;
- (x) That it shall not require Users to provide any PII or personal information as a condition for the making a micropayment unless such information is required to provide delivery of Materials or the provision of receipts, or Client has reason to believe the identity of the User is different from the party attempting to enter a transaction with the Client;
- (xi) That it shall not make a claim against or hold liable, Fewcents or the Payment Service Provider for the acts or omissions of other merchants, service providers, Card Associations, financial institutions or others that do not have a written contractual relationship with Fewcents, or over which Fewcents has no control. These provisions supplement, augment and are in addition to obligations of indemnification, audit, confidentiality and other similar provisions contained in the Agreement;
- (xii) That it shall comply with any legal or contractual requirements mandated by the Payment Services Provider, which may be necessary under applicable law to

ensure continued receipt of the services from the Payment Service Provider, as and when communicated to it by Fewcents; and

(xiii) That it shall, where relevant, required or requested by Fewcents, communicate to its Users, that Fewcents is an intermediary that merely facilitates Micropayments for the Client, and is in no way responsible or liable for any aspect of the Offered Materials.

## **8. Intellectual Property Rights**

- 8.1. Fewcents and/or its affiliates, as the case may be, exclusively owns all patents, trademarks, domain names, trade names, service marks, copyrights, software, trade secrets, or know-how (“*Intellectual Property Rights*”) in the Fewcents Service, Fewcents API, underlying technology and Documentation (“*Fewcents’ Intellectual Property*”). The Client acknowledges and agrees that it is granted only a limited right to use the Fewcents Services in accordance with the Agreement, and has no other right, ownership, title or interest in the Fewcents’ Intellectual Property.
- 8.2. The Client and/or its affiliates, as the case may be, exclusively owns all Intellectual Property Rights in the Client’s Digital Infrastructure (“*Client’s Intellectual Property*”), with the exception of the Fewcents Section and any aspect of the Fewcents Service, and the Client either owns or has the necessary rights to use and distribute the Materials, along with its associated Intellectual Property Rights. Fewcents acknowledges and agrees that it has no other right, ownership, title or interest in the Client’s Intellectual Property, or the Materials.
- 8.3. The Client hereby provides Fewcents with the necessary consent and a non-exclusive, non-transferable, royalty-free license to use the Client’s names, trademarks and logos on the Fewcents’ websites, in furtherance of the Fewcents Services, or for any other marketing purposes that Fewcents may reasonably undertake. Any usage of the Client’s names, trademarks, logos or other intellectual property for purposes other than as set out in this clause shall require a one-time, prior written permission from the Client, and this usage shall be subject to such terms and conditions as may be communicated by the Client.

## **9. Limitation of Liability and Disclaimers**

- 9.1. Fewcents’ sole obligation to the Client under the Agreement is to ensure that the Fewcents Services accurately record and provide the Payment Claims of the Client to the Payment Service Provider, and the Payment Service Provider will thereafter process the Payment Claims and periodic payouts to the Client, subject to these Terms of Service. Fewcents’ sole liability to the Client is limited to instances of wilful misconduct and gross negligence in relation to this obligation.

- 9.2. Fewcents hereby specifically disclaims any liability that may arise for Client from a tax authority or otherwise, based on the determination, collection and payment of any applicable sales or other taxes. The Client will defend, at its expense, any tax-related action, suit or proceeding against Fewcents (“**Tax Claim**”) to the extent such Tax Claim is based upon an allegation that the tax collection arranged by Fewcents on behalf of Client is erroneous or deficient in any manner.
- 9.3. Fewcents is not liable for any damages that the Client may incur due to any event that is not within its control, as well as any interruption of internet access, or any force majeure events for which Fewcents is not responsible.
- 9.4. Fewcents makes no implied warranties, with respect to the Fewcents Service, API or Documentation. All implied warranties of merchantability and fitness for a particular purpose or use, are disclaimed. No one is authorized to make any warranty on Fewcents’ behalf, and the Client may not rely on any other statement of warranty. However, if there is an error in the Fewcents Services, API or Documentation then Fewcents shall take prompt steps to rectify the same.
- 9.5. Neither Party shall be liable for any damages that the other Party may incur due to interruptions of internet access, force majeure or other events for which such Party is not responsible.
- 9.6. NEITHER THE CLIENT NOR FEWCENTS (INCLUDING THEIR RESPECTIVE AFFILIATES AND AGENTS) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE AGREEMENT, OR DAMAGES RELATED TO THE LOSS OF DATA, PROFIT OR REVENUE OR THE INTERRUPTION OF ACTIVITIES OR ANY OTHER FINANCIAL LOSS.
- 9.7. In no circumstance will Fewcents’ liability to Client for any claim arising under the Agreement exceed the Fewcents Commission received for transactions conducted for Client via Fewcents over the 3 (three) month period prior to the date on which the claim arose.
- 9.8. The Client agrees that it shall make no claim against Fewcents, nor hold Fewcents liable for the acts or omissions of other merchants, service providers, Card Associations, financial institutions or others that do not have a written contractual relationship with Fewcents, or over which Fewcents has no control. These provisions supplement, augment and are in addition to obligations of indemnification, confidentiality and other similar provisions contained in the Agreement.
- 9.9. Fewcents may supply all or a portion of the Fewcents Service from within Singapore or elsewhere as applicable law permits, using its own or third-party computer systems.

## 10. Indemnification

- 10.1. Client agrees to indemnify, defend and hold Fewcents and its employees, agents and representatives (“*Fewcents Parties*”) harmless from and against all claims, losses, costs, liabilities, damages, penalties, fines, or deficiencies, including legal fees and expenses (collectively, “*Losses*”), arising as a result of or in connection with:
- (i) any allegation, action, suit, investigation, inquiry, or proceeding claiming that the Materials made available by the Client through the Fewcents Services violate applicable laws;
  - (ii) Any unauthorised use or access of the Fewcents Services through the Client’s digital infrastructure;
  - (iii) Any violation of applicable law in relation to the Materials offered for purchase by the Client through the Fewcents Service;
  - (iv) the negligence, gross negligence or wilful misconduct of the Client in the performance of its obligations under the Agreement, including, but not limited to, data security obligations and publisher obligations under applicable law; and
  - (v) Any violation of applicable law by the Client, breach by the Client of its representations, warranties and obligations under the Agreement, or infringement of third-party intellectual property rights by the Client.
- 10.2. Fewcents hereby agrees to protect, defend, indemnify and hold harmless Client, its employees, officers, directors, agents or representatives from and against all claims, liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to (i) Fewcents Services or any other materials provided by it infringing any patent, trademark or copyright or any other intellectual property right of a third party, (ii) breach of applicable laws by Fewcents, and (iii) breach by Fewcents of its representations, warranties or terms under the Agreement.

## 11. Term and Termination

- 11.1. The Agreement shall come into effect from the date of execution of the Service Agreement, and shall continue to be in force till such time indicated in the Service Agreement (“*Term*”), and shall be subject to automatic renewal for such further period as specified in the Service Agreement, unless either Party hereto expresses the intention to terminate the Agreement prior to the expiry of the Term.
- 11.2. Either Party may terminate the Agreement in the event of a material breach by the other Party immediately after a fourteen-day cure period. Parties may terminate the

Agreement for convenience upon thirty (30) days written notice to the other. In order to terminate the Agreement, a party will provide written notice of such termination to the other party. Written notice may include electronic mail.

- 11.3. Upon termination, Fewcents will terminate Client's access to the Fewcents Service and any data stored by Fewcents. Fewcents obligation to pay any outstanding Payment Claims to the Client and Client's obligation to pay the Fewcents Commission will survive any termination of the Agreement. Fewcents, in its sole discretion, may refund unprocessed payments to Users.
- 11.4. Upon termination of the Agreement, the Client shall cease using any aspect or component of the Fewcents Services, and Fewcents shall be entitled to delete or otherwise process all data retained by it in relation to the services rendered under the Agreement.

## **12. Confidentiality and Data Protection.**

- 12.1. The Parties mutually commit to maintaining complete confidentiality regarding all business processes and other Confidential Information of the other party that become known to such party in the performance of the Agreement. The parties will obtain corresponding confidentiality commitments from their employees and representatives, and each party will be responsible for any breach of the confidentiality obligations set out herein, caused by its employees and representatives.
- 12.2. Each Party will obtain consent from Users, where mandated in accordance with applicable laws, prior to disclosing any User information to the other Party, which may reasonably request a copy of records of such consent or information in this regard.
- 12.3. The Client understands that Fewcents will not share any User information (including, but not limited to, User's identity or billing address), except for such information that may be necessary for the sole purpose of determining sales tax and jurisdiction of the User ("**Regulatory Information**"), where required. The Client is strictly prohibited from using such Regulatory Information for any purpose other than the determination of the applicable taxes to the relevant transaction. Notwithstanding the foregoing, Fewcents, in addition to the Regulatory Information, may provide Client with User information (i) as required under applicable law, and (ii) in Fewcents' sole and exclusive discretion and to the extent that consent is provided by the Users.
- 12.4. The contents and terms of the Agreement are confidential to the parties. Neither party may publish or disclose to any third party any terms or conditions of the Agreement without the prior written consent of the other party.

## **13. Miscellaneous**

- 13.1. Fewcents may, in its sole discretion, amend these Terms of Service at any time during the pendency of the Agreement, and such amendments will become effective fourteen (14) days after notice the amendment is posted on the Fewcents website. The Client may terminate the Agreement by written notice to Fewcents to the extent that Client has objected to all or part of an amendment to these Terms of Service, for which resolution cannot be reached by the parties and prior to the effective date of such amendment.
- 13.2. Any communication between the parties in connection with the performance of this contract will be sent to the designated contact person of the other party, the identities of whom are set out below:
  - For the Client: <<insert>>
  - For Fewcents: <<insert>>
- 13.3. The Agreement will be construed, and the rights and obligations of the parties determined, exclusively in accordance with the laws of Singapore, excluding its choice-of-law provisions. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract will be in Singapore.
- 13.4. In the event that any part or clause of the Agreement, including the appendices, is determined to be unenforceable, such determination will not affect the remaining clauses of the Agreement. The parties hereby agree that to the extent possible, if any clause of the Agreement is determined to be unenforceable, such clause will be cancelled and replaced with terms and conditions that are enforceable and which come as close as possible to the economic intent of the parties.
- 13.5. Any failure by either Party to enforce at any time any term or condition under the Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of the Agreement.
- 13.6. The Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, made with respect to the subject matter hereof.
- 13.7. Neither Party shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld), assign the Agreement by operation of law or otherwise.
- 13.8. Except for payment obligations, neither Party shall be deemed to be in material breach of the Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations, under the Agreement, caused by an event or occurrence beyond its control or remedy (a "***Force Majeure Event***"), including, without limitation, Acts of God, natural disasters, acts of civil or military authority, government priorities, fire, floods, epidemics, quarantine, energy

crises, strikes, wars, riots, terrorist acts or accidents. Immediately upon discovery of a Force Majeure Event, the affected Party shall immediately notify the other Party and the date for performance of any obligation under the Agreement which is delayed by a Force Majeure Event, shall be suspended for a period equal to the delay caused by such event, but in no event shall such suspension extend the term of the Agreement.

**Date of last modification:** <<insert>>