

Ablr Terms of Use

Please read these Terms of Service ("**Terms**") carefully. By using the Ablr Platform and Ablr's Services, you agree to be bound by these Terms. The headings contained in this document are for reference purposes only. You should print a copy of these Terms for your records.

Last Updated: 08 August 2020

1. **Parties to these Terms**

- 1.1. These Terms are a legally binding agreement between you, in your capacity as Customer or Merchant (defined in Clause 2.1), as the case may be ("**you**", "**your**" or the "**Customer**" or "**Merchant**") and Ablr Labs Pte Ltd doing business as Ablr ("**we**", "**us**", "**our**", "**Ablr**") (collectively, the "**Parties**" and each a "Party"). These Terms shall govern your use of the Ablr website, including any subdomains thereof, and any other websites through which Ablr makes its services available, our mobile, tablet and other smart device applications, and application program interfaces (collectively, the "**Ablr Platform**") and the services provided through the Ablr Platform in the manner described in Clause 2.1 (the "**Ablr Services**").
- 1.2. By accessing the Ablr Platform, opening an Account (defined in Clause 3.4) with us and using the Ablr Platform, you are taken to agree to and be bound by these Terms. The headings contained in this document are for reference purposes only and are not to affect the construction of these Terms. You should print a copy of these Terms for your records.

2. **Ablr Services**

- 2.1. Ablr is a technology service provider that operates the Ablr Platform. The Ablr Platform acts as a credit risk assessment provider, collection agent and otherwise facilitates participating retailers, merchants, stores or owners of websites of stores which have been approved by us ("**Merchants**") to allow their customers ("**Customers**") to make payment for their goods and/or services ("**Merchant Services**") via an extended repayment feature under which payment may be made in interest-free instalments ("**Instalment Payment Structure**"). The foregoing shall be referred to as the "**Ablr Services**".
- 2.2. For the avoidance of doubt, the Ablr Services do not constitute a lending or credit facility and Ablr does not provide any credit to you, whether as Customers or Merchants.
- 2.3. Merchants remain fully responsible for their Merchant Services and the purchase of any Merchant goods or services shall remain a contract between the Customer and the respective Merchant of which Ablr will not be a part of. As a technology service provider, Ablr does not own, create, engineer, manufacture, sell, resell, provide, control, manage, offer, deliver, or supply any Merchant Services. Ablr is not and does not become a party to or other participant in any contractual relationship between Merchant and Customer, nor does Ablr provide insurance of any kind. Ablr expressly disclaims all warranties related to the Merchant's sale of the Merchant goods or services, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.
- The Merchant is solely responsible for any liabilities incurred and obligations derived from and in the course of providing the merchant services. Any fees charged by the Merchant for the use of Ablr services (if any) are within the sole discretion of the Merchant, and do not represent any fees charged or intended to be charged by Ablr to any customers in any way.

2.4. Due to the online nature of the Ablr Platform, Ablr cannot guarantee the continuous and uninterrupted availability and accessibility of the Ablr Platform. Ablr may restrict the availability of the Ablr Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Ablr Platform. Ablr may improve, enhance and modify the Ablr Platform from time to time. Ablr shall not be liable in any way to you for any interruption to the use of the Ablr Service during such period of maintenance or system upgrades.

3. **Eligibility; Account Creation; Member Verification**

3.1. Eligibility of Customer.

- a. To be eligible to be a Customer, to use the Ablr Platform and/or the Ablr Services, you must:
 - be an individual who is at least eighteen (18) years old;
 - be a Singaporean Citizen or Singapore Permanent Resident;
 - not be a declared bankrupt;
 - be capable of entering into a legally binding contract;
 - have a valid and verifiable email address and mobile telephone number;
 - provide a valid physical residential and delivery address;
 - be an authorised holder of a bank account, or an eligible debit card, credit card or other payment method as may be accepted by Ablr from time to time ("**Payment Method**"); and

- create an Account in accordance with Clause 3.4.
- b. By creating an Account, you, as Customer, represent and warrant that you are eligible and meet all the requirements in Clause 3.1a.

3.2. Eligibility of Merchant.

- a. To be eligible to be a Merchant, to use the Ablr Platform and/or the Ablr Services, you must:

- be a duly organized, validly existing business, organization or other legal entity in good standing under the laws of Singapore;
- be capable of entering into a legally binding contract;
- have a valid and verifiable email address;
- provide a valid physical place of business and delivery address in Singapore, or any of our other operating markets;
- be an authorised holder of an eligible debit card, credit card or other Payment Method;
- provide details of your designated bank account, which must be a Singapore bank account of which the Merchant is the legal and beneficial owner of such bank account ("**Payout Bank Account**"); and
- create an Account in accordance with Clause 3.4.

- b. By creating an Account, you, as Merchant, represent and warrant that you are eligible and meet all the requirements in Clause 3.2a.

3.3. Your eligibility as Customer or Merchant, as the case may be, shall be assessed and determined on an ongoing basis at Ablr's sole discretion. Ablr reserves the right to deny, suspend or terminate the provision of the Ablr Services and/or to restrict, suspend or terminate your access to

the Ablr Platform should you fail to meet any of the eligibility requirements in Clause 3.1a or Clause 3.2a as the case may be, in its sole discretion.

3.4. Account.

- a. Any Customer or Merchant wishing to access the Ablr Platform must create and register a password-protected account on the Ablr Platform ("**Account**") by providing Ablr with such information as may be required for the purposes of creating such Account, including but not limited to details relating to your Preferred Payment Method (defined in Clause 4.1ii) or Payout Bank Account, as the case may be. Customers and Merchants holding an Account with Ablr shall be referred to as "**Members**".
- b. Each Member may only hold one Ablr Account in its capacity as a Customer or Merchant.
- c. In consideration for your use of your Account, you agree to:
 - i. provide true, accurate, current and complete information about yourself as may be prompted by any registration forms on or through the Ablr Services or otherwise requested by Ablr from time to time ("**Registration Data**") and to supply all information requested by Ablr in a timely manner;
 - ii. maintain the security of your password and Account login details and to immediately inform Ablr of any potential compromise of your password or login details or any Security Breach (as defined in Clause 3.4e);
 - iii. maintain and promptly update the Registration Data, and any other information you provide to Ablr, to keep it accurate, current and complete;
 - iv. promptly notify Ablr regarding any material changes to information or circumstances that could affect your

eligibility to continue to use the Ablr Services or the terms on which you use the Ablr Services;

- v. be fully responsible for all use of your Account and for any actions that take place using your Account;
 - vi. immediately inform Ablr of any actual or potential fraudulent activities relating to your Preferred Payment Method (defined in Clause 4.1ii) or Payout Bank Account and to allow Ablr to share such information with third party payment providers for the purposes of reducing further fraudulent activities;
 - vii. ensure that your Account is used in a responsible and lawful manner and to mitigate any risks of your Account's involvement in any prohibited activities in accordance with Clause 8; and
 - viii. comply with our operating procedures as may be informed to you from time to time.
- d. You are responsible for maintaining the security of your Account and you agree that you are solely responsible for all activities that occur under your Account, whether or not authorized by you. In the case of Customers, this includes purchases made using your Preferred Payment Method (defined in Clause 4.1ii).
- e. We recommend that you refrain from sharing your account details or your password with others. Please notify us immediately if you become aware of any suspected or actual or suspected loss, theft, fraud, or unauthorized use of your Account and Account password ("**Security Breach**"). We shall be entitled to terminate or suspend your Account, provided always that you shall remain responsible for any actions taken through the use of your Account before such termination or suspension. ABLR SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR LOSSES OF ANY KIND THAT A CUSTOMER MAY INCUR AS A

RESULT OF ITS FAILURE TO MAINTAIN THE CONFIDENTIALITY OF ITS PASSWORD OR BY PROVIDING ACCESS TO YOUR ACCOUNT TO ANY PERSON OTHER THAN YOURSELF.

3.5. 3.5. Verification and Other Checks.

- a. You agree to provide any information or documentation reasonably requested to verify your identity and such other details as may be required or necessary in connection with the opening of the Account.
- b. For Customers. You authorize us to make, directly or through third parties, any inquiries necessary to verify your identity and to assess your capability to make payments for the purposes of use of the Instalment Payment Structure. You further agree and authorise us to share such information with the Merchant, our affiliates and/or any other third party as may be relevant and/or necessary for the provision of the Ablr Services.

As part of the approval process and assessment as to whether or not you have the means to fulfil your obligation to make future payments for the purposes of use of the Instalment Payment Structure, we reserve the right, directly or through third parties, to conduct an assessment of your Payment Method.

- c. For Merchants. You authorize us to make, directly or through any affiliates and/or any other third party, any inquiries necessary to verify your identity including but not limited to performing credit checks, confirming your Payout Bank Account details, verification of your authorised signatories, the executive authority of your connected parties and such other checks as we may deem necessary for the provision of the Ablr Services. You further agree and authorise us to share such information with our affiliate companies and/or any other third party as may be relevant and/or necessary for the provision of the Ablr Services.

- d. Ablr does not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency, fraud prevention, anti-money laundering and the countering the financing of terrorism purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification and/or relevant constitutional documents as the case may be, or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases, lists of prohibited countries, territories, entities and individuals including but not limited to such lists maintained by the United Nations and the Monetary Authority of Singapore, or other sources; (iii) request reports from service providers, and (iv) where we have sufficient information to identify a Customer, obtain reports from public records of criminal convictions, tax offences or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

- e. Ablr may make access to and use of the Ablr Platform, or certain areas or features of the Ablr Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, your repayment history and such other operating processes as may be imposed from time to time. The access to or use of certain areas and features of the Ablr Platform may therefore be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the Ablr Platform. If there is a conflict between these Terms and such additional terms and conditions as may be applicable to a specific area or feature of the Ablr Platform, the latter terms and conditions shall prevail with respect to the subject matter, specific area or feature as

specifically addressed in such terms and conditions, unless specified otherwise.

4. **Payment Details**

4.1. Customer's Payment Methods

- a. To complete the opening of an Account, a Customer will be required to:
 - identify a Payment Method for the Customer's Account by providing the relevant credit, debit card and/or other payment details in relation to such Payment Method;
 - indicate your preferred Payment Method ("**Preferred Payment Method**") which shall refer to: (1) where you have identified more than one Payment Method, the Payment Method that you have indicated; or (2) where you have only selected one Payment Method, that Payment Method; and
 - expressly consent to, authorise and instruct us to initiate recurring debit card, credit and/or other payment transactions from the Preferred Payment Method in relation to purchases made in connection with your Account under the Instalment Payment Structure.
- b. For the avoidance of doubt, you shall be responsible for ensuring that you have sufficient funds available in relation to your Payment Method(s). As such Payment Methods are provided by other third party card providers, payment providers, payment processors and/or other financial institutions, Ablr accepts no liability in relation to the same. You agree to be bound by any rules of such other third party card providers, payment providers, payment processors and/or other financial institutions providing the Payment Method and you acknowledge that you are responsible for all fees charged by such institutions associated with any transactions and charges on such Payment Method through the Ablr Platform.

- c. You must update your Account with any and all changes to any information relating to your Payment Method(s) by logging into your Account. If you do not update your Account with such changes, we will not be liable for any losses, fees and/or charges that you may incur in relation to your failure to do so.

4.2. Merchant's Payout Bank Account

- a. A Merchant is required to provide up to date, complete and accurate payment details for its Payout Bank Account. Payments to be made to the Merchant will be made to the Payout Bank Account. You must update your Account with any and all changes to any information relating to your Payout Bank Account(s) by logging into your Account. If you do not update your Account with such changes, we will not be liable for any losses, fees and/or charges that you may incur in relation to your failure to do so.
- b. For the avoidance of doubt, we may use third party card providers, payment providers, payment processors and/or other financial institutions, including Ablr as a collection agent, to facilitate any transfers to your Payout Bank Account and Ablr accepts no liability in relation to any delay, errors and/or any other issues in relation to same particularly if these are beyond our control. You agree to be bound by any rules of such other third party card providers, payment providers, payment processors and/or other financial institutions and you are responsible for all fees charged by such institution to you as may associated with any transactions and charges notwithstanding that these may be carried out through the Ablr Platform.

5. **Account Suspension**

- 5.1. Ablr may suspend, block, restrict access to and/or close an Account at any time and for any reason without a Member's consent or prior notice. Without prejudice to the foregoing, Ablr may, among others:

- a. suspend or deactivate a Customer's Account if instalment payments pursuant to the Instalment Payment Structure have not been successfully processed ("**Suspension**"); and
- b. close or permanently terminate a Member's Account if:
 - we become aware that you no longer meet the eligibility requirements
 - we become aware that your Account is being used by a third party or has been compromised in any way whether as a result of your actions or otherwise; and/or
 - if we consider that you are using the Account and/or Ablr Services inappropriately, illegally or otherwise against the spirit of these Terms.

5.2. Ablr shall not bear any liability or responsibility for any losses of any kind that you may incur as a result of your account being suspended, deactivated and/or closed for any reason. For the avoidance of doubt, this shall include any losses that may be incurred in relation to any payment made on items incorrectly billed or for any delay in the actual date on which your account is debited or your payment method is charged.

5.3. Reactivation of Customer's Account

- a. In order to reactivate a suspended Customer's Account, you will be required to pay any amounts due on your Account as well as any administration fee charged by Ablr in its sole discretion in relation to the Suspension of the Customer's Account ("**Administrative Charge**"). If your Account is subject to Suspension as a result of error, system failure or a Security Breach, please provide us with a copy of the relevant records, and if we determine at our sole discretion that such error, system failure or Security Breach took place, we may waive the Administrative Charge and reactivate your Account.

- b. Notwithstanding that you have successfully reactivated your Account after being subject to a Suspension, Ablr may, at its discretion, independently limit, restrict, suspend or terminate your access to the Ablr Platform in the future.

6. **Account Termination**

- 6.1. You may request to close your Account at any time by contacting us at info@ablr.com. Your request may take up to thirty (30) business days to process.
- 6.2. Your request to close your Account will be denied if:
 - Any amounts or payments are outstanding or due to us, including under the Instalment Payment Structure. Ablr will not close your Account until all outstanding payments have been made, but we may limit your ability to use your Account for further transactions.
 - You are subject to an investigation, including regarding the use of Ablr Services and/or the Instalment Payment Structure.
 - There are any outstanding disputes between you and Ablr and/or any Merchants or Customers, as the case may be, in relation to the Instalment Payment Structure.
- 6.3. You will remain liable for all obligations related to your Account even after your Account is closed. Ablr will retain your information in accordance with our Privacy Policy: <https://www.ablr.com/legal/privacy-policy> and any applicable law, rule or regulation.

7. **Verification and Privacy**

- 7.1. You agree to provide any information or documentation reasonably requested by us to verify your identity in connection with your Account, and you authorize us to make, directly or through third parties, any inquiries or background checks we consider necessary to verify your identity. Ablr reserves the right to close, suspend or limit access to the Ablr Services in the event we are unable to obtain or verify any of this information.
- 7.2. All information that we receive about you, including information collected in connection with the verification of your identity, will be collected, used and stored in accordance with our Privacy Policy located on the Ablr website: <https://www.ablr.com>. Without prejudice to the generality of the foregoing, you agree that we may share any information about you (including but not limited to your Payment Method, Payout Bank Account, transaction details, credit history, bank account details and any other such information as may be required in connection with the Ablr Services) with Merchants, third party card providers, payment providers, payment processors and/or any other financial institutions as we may deem appropriate for the purposes of providing the Ablr Services to you.

8. **Prohibited Activities**

- 8.1. Ablr will not provide the Ablr Services with respect to any transaction which is prohibited by applicable laws and regulations or violates Ablr's internal policies, or which will result in Ablr being considered to have breached any applicable laws. In particular, Ablr will not provide the Ablr Services if you are using the Ablr Platform to buy or sell Merchant Services relating to any persons or articles prohibited or restricted under applicable laws and regulations, or if a Merchant or its Merchant Services are listed in Annex A of these Terms, which may be updated by Ablr or by law from time to time ("**List of Prohibited Entities, Goods and/or Services**").

8.2. You agree not to use the Ablr Services for any unlawful or fraudulent activity and to immediately contact us if you believe that your Account may be subject to unauthorised use, account takeover or other type of fraudulent activity or Security Breach. By using the Ablr Services, you agree that you will not and will not assist or enable others to do any of the following:

- Breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or agreements with us, including these Terms;
- Provide false, inaccurate or misleading information to us;
- Provide information belonging to any person other than yourself;
- Use an Ablr Account that belongs to another person for yourself or on behalf of another person unless expressly authorised;
- Use any device, software, routine, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Ablr Services or to surreptitiously intercept or expropriate any system, data or personal information from the Ablr Services;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, “spam” or any other such unsolicited overload technique;
- Commit unauthorised use of the Ablr Services, including but not limited to unauthorised entry into our systems, misuse of passwords, or misuse of any information posted to the Ablr Services; or
- Open or use multiple Ablr Accounts.

9. **Intellectual Property**

9.1. All content included in or made available through the Ablr Services, such as text, graphics, logos, button icons, images, digital downloads, data compilations, and software is protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) are owned by Ablr or its affiliates. The copying, redistribution, use or publication by you of any part of the Ablr Services, unless expressly permitted in these Terms, is strictly prohibited. Use of the Ablr Services does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access. The posting of information or materials on the Ablr Services does not constitute a waiver of any right in such information and materials. For the avoidance of doubt, the use of the term "software" herein shall include its respective components, processes and design in its entirety.

10. **Trademark Notices**

10.1. The trademarks, service marks and logos (the "**Trademarks**") used and displayed on the Ablr Services are registered and unregistered Trademarks of Ablr. Other trademarks, service marks and trade names may be owned by others. Nothing on the Ablr Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark or any other Ablr intellectual property displayed on the Ablr Services. The name "Ablr" and any other Trademarks shall not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Ablr Services, without prior written permission from Ablr.

11. **Consent to Electronic Communications**

- 11.1. By clicking to accept these Terms, you are deemed to have executed these Terms electronically. You consent to electronically receive and access via email or your Ablr Account all records and notices related to your Account or the Ablr Services that we would otherwise be required to provide to you in paper form. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by sending an email to info@ablr.com with "Revoke Electronic Consent" in the subject line. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal.
- 11.2. To ensure that we are able to provide communications to you electronically, you agree to notify us immediately of any change in your email address by updating your Ablr Account or by contacting us via email. Until such time as your new email address has been received by us, any notification or communication provided to you at your previous email address shall be considered to have been delivered to and received by you.
- 11.3. Notices from Ablr to any Member may be sent via email to the email address you have provided in your Account. Notices from any Member to Ablr may be sent via email to info@ablr.com. Such notices shall be deemed received upon successful transmission unless stipulated otherwise.
- 11.4. To view and retain a copy of these Terms and other communications from us, you will need a device (such as a computer or mobile phone) with a web browser and internet access and either a printer or local or cloud-based storage space. By accepting and agreeing to these Terms electronically, you represent that (a) you have read and understand the above consent to receive records and notices electronically; (b) you satisfy the minimum hardware and software requirements specified in

this Clause 11.4 ; and (c) your consent will remain in effect until you withdraw your consent as specified above in Clause 11.1.

- 11.5. For a paper copy of these Terms or other communications provided by us to you, you may send an email to info@ablr.com with contact information and the address for delivery.

12. **Short Message Service (“SMS”) Communications**

- 12.1. If you choose to open an Account, Ablr may send you SMS messages. You agree to receive SMS messages to each telephone number provided by you to Ablr, regardless of whether such telephone number is on a do-not-call registry. You certify, represent and warrant that the telephone number that you have provided to us is your number and not someone else's. You represent that you are permitted to receive SMS at the telephone number you have provided to us. You agree to alert us whenever you stop using a particular telephone number.
- 12.2. Any such SMS messages sent to you by Ablr will be to verify your phone number or service any upcoming or overdue payments associated with the Instalment Payment Structure. Ablr will not send you advertisements or marketing-related SMS. You understand that such SMS may be placed using an automatic telephone dialling system or may include automated SMS messages. You agree that you are responsible for any message, data rates or fees that your telephone service provider charges in relation to SMS messages sent and received by you. If you have any questions regarding those rates, please contact your wireless carrier.

13. **Transfers or Assignments**

- 13.1. You shall not transfer or assign any rights and/or obligations you may have under these Terms without our prior written consent.
- 13.2. We may transfer, assign or novate these Terms, and any rights, obligations and conditions under these Terms, to a third party without your consent or notice.

14. **Changes to these Terms**

- 14.1. We reserve the right to vary or amend these Terms from time to time without requiring express or implied consent and without prior notice of such variations or amendments. Such variations or amendments to these Terms shall be effective upon such updated version being uploaded on our Ablr Platform at <https://www.ablr.com>. You agree that it shall be your responsibility to review this Terms regularly whereupon the continued use of the Ablr Services after such variation or amendment of these Terms shall constitute your consent and acceptance of such variation or amendment, regardless of whether you have reviewed the updated version of the Terms.
- 14.2. Your continued use after such change and/or variation will constitute your acceptance and agreement to be bound by such change and/or variation of these Terms.

15. **Dispute Resolution**

- 15.1. In the event of a controversy, dispute or claim between the Parties arising from or relating to these Terms or the enforcement of any provision of these Terms or the Privacy Policy (a "**Dispute**"), Parties shall first:
 - issue a written notice of the Dispute ("**Notice**") to the other Party;
 - and

- attempt to resolve such Dispute for at least thirty (30) calendar days upon receipt of such Notice.
- 15.2. Your address for such Notices is the email address you have provided in your Account. Our address for such Notices is: by email to info@ablr.com.
- 15.3. All Notices must include:
- name of the Party issuing the Notice;
 - pertinent Account information;
 - a brief description of the Dispute; and
 - contact information of the Party issuing the Notice.
- 15.4. If the Parties are unable to resolve the Dispute by negotiation in accordance with Clause 15.1 above within thirty (30) calendar days upon receipt of such Notice, the Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause 15.4. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

16. **Applicable Law and Jurisdiction**

- 16.1. Except as expressly provided otherwise, these Terms are governed by, and will be construed under, the laws of the Republic of Singapore, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

17. **Limitation of Liability**

- 17.1. To the extent permitted by law, under no circumstances shall Ablr or its subsidiaries, partners, affiliates, employees, directors, officers, agents, representatives and/or any third parties providing services for and/or on behalf of Ablr ("**Indemnified Parties**") be liable to you for any indirect, incidental, consequential, special or exemplary damages (whether in contract, tort, equity or otherwise), arising out of or relating to the use of the Ablr Platform or of opening an Account on the Ablr Platform, the use of or inability to use an Account, the use of the Instalment Payment Structure or related Ablr Services, or our or your liabilities to third parties arising from any source.
- 17.2. You agree that the aggregate liability of the Indemnified Parties to you for all claims arising out of or related to this Contract or your use or inability to use the Instalment Payment Structure will not exceed the greater of: (a) the amount you any affected order(s) giving rise to such damages, or (b) the amount of five hundred Singapore dollars (S\$500). These limitations will apply even if the above stated remedy fails of its essential purpose.

18. **Indemnification**

- 18.1. You agree to release, indemnify and hold harmless the Indemnified Parties from and against any claims, liabilities, damages, losses and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way related to:
- your access to, use of, or inability to use your Account or Ablr's Services;
 - your breach or alleged breach of these Terms;

- your violation of any rights of a third party, including but not limited to any negligence or wilful misconduct of you, your employees, contractors, representatives or agents, if relevant and as the case may be, or a breach of any contracts or other relationships between you and third parties;
- inability to repay your debts and/or any amounts due;
- your violation of any applicable law; or
- your failure to provide and maintain true, accurate, current and complete information when creating and registering for an Account. You shall cooperate as fully and as reasonably required in the defense of any such claim.

18.2. Ablr reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of Ablr. For the avoidance of doubt, this Clause 18 will survive these Terms and the termination of your Account.

19. **Disclaimer of Warranties**

19.1. The Ablr services are provided “as is” without representation or warranty, whether it is express, implied, or statutory. Without limiting the foregoing, Ablr specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

19.2. Ablr does not warrant or guarantee that the Ablr services are accurate, reliable or correct; That the Ablr services will meet your requirements; That the Ablr services will be available at any particular time or location, uninterrupted, error-free, without defect or secure; That any defects or errors will be corrected; Or that the Ablr services are free of viruses or other harmful components.

19.3. Ablr does not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a Merchant. Ablr does not have control of, or liability for, Merchant Services that are bought or sold through the Ablr Platform.

20. **Miscellaneous**

20.1. These Terms, as amended from time to time, are effective until you terminate your Account or in the case of a Customer, until all amounts due under the Purchase Payment Contract are paid in full or otherwise cancelled or refunded. The following provisions of these Terms shall survive termination of your use or access to the Ablr Services: Clauses 15 (Dispute Resolution), 16 (Applicable Law and Jurisdiction), 17 (Limitation of Liability), 18 (Indemnification), 19 (Disclaimer of Warranties) , 20 (Miscellaneous) , and any other provision that by its terms survives termination of your use or access to the Ablr Services.

20.2. If any provision of these Terms (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of these Terms shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in these Terms.

20.3. These Terms constitute and contain the entire agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements. You and we acknowledge and agree that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

20.4. No failure on our part to exercise and no delay on our part in exercising any right under the Terms will operate as a release or waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise of it.

- 20.5. Unless indicated otherwise, a person who is not subject to these Terms shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce or enjoy the benefit of any terms under these Terms.
- 20.6. Nothing in these Terms shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms.
- 20.7. Neither Party shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that party, except for payment obligations. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 20.8. Without prejudice to any other rights or remedies a Party may have, the Parties each acknowledge and agree that damages may not be an adequate remedy for any breach of these Terms and the Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief (but for the avoidance of doubt no right of rescission or, unless expressly permitted, termination) for any threatened or actual breach of these Terms.

21. **Questions**

- 21.1. If you have any questions, complaints or claims with respect to the Ablr Services, please contact us at info@ablr.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

ANNEX A: Prohibited Entities, Goods and/or Services

1. Anonymous or fictitious entities;
2. Any entities and individuals on sanction lists including but not limited to the such lists maintained by the United Nations and the Monetary Authority of Singapore or associated with such countries and territories on such sanction lists;
3. Any entities affiliated with terrorists and individuals designated as terrorists;
4. Confidential numbered accounts;
5. Entities related to blacklisted persons;
6. Shell banks or shell financial institutions;
7. Bearer share companies;
8. Unlicensed money lending
9. Unlicensed casinos and online casinos;
10. Casino cruise ships;
11. Unlicensed casino junkets;
12. Cryptocurrencies;
13. Firearms / weapons;
14. Ammunition;
15. Drugs, drug paraphernalia and drug test circumvention aids;
16. Fireworks and hazardous materials;
17. Miracle Cures;
18. Currency and FOREX;

19. Pornography, obscene and adult content;
20. Sexually oriented materials or services;
21. Counterfeit and replica goods;
22. Items or downloads infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
23. Pyramid or Ponzi scheme, matrix program and other "get rich quick" schemes;
24. Telemarketing and investment scheme;
25. Gold;
26. Items that promote hatred, racism, religious persecution or contain offensive content;
27. Items encouraging illegal activity;
28. Human remains and body parts;
29. Unlicensed multi-level marketing;
30. Stolen goods including digital and virtual goods;
31. Involves the sale of products or services identified by government agencies to have a high likelihood of being fraudulent; and
32. Gambling, and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, (whether or not it is legally defined as a lottery) and sweepstakes.