

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. Welcome to Ovvy, a digital marketplace application owned by Ovvy Pte. Ltd. (UEN 201605825D), which matches customers to service providers (hereinafter referred to as the "**Application**").
- 1.2. These General Terms and Conditions (hereinafter referred to as the "**General Conditions**") govern and apply to all users of the Application.
- 1.3. You must unconditionally agree to these General Conditions to use the Application and to offer any services, request any services or purchase any services through it. **IF YOU DISAGREE WITH ANY PART OF THESE GENERAL CONDITIONS, YOU SHOULD NOT PROCEED TO USE THE APPLICATION AND/OR ENTER INTO ANY TRANSACTION VIA THE APPLICATION.**
- 1.4. Ovvy reserves the right to amend, modify or update these terms from time to time. Accordingly, you are encouraged to view these General Conditions prior to using the Application.

2. NATURE OF SERVICE

- 2.1. Ovvy enables individuals or companies interested in fulfilling service requests ("**Service Providers**") made by ordinary users of the Application ("**Customers**", together with Service Providers, hereinafter each referred to as a "**User**" or "**Users**") to bid for service requests made by the Customers. When a Customer selects a particular bid, a direct legal contract is formed between the Service Provider and the Customer (a "**Contract**") at the bid price offered by the service provider ("**Agreed Price**"). These prices will be displayed in the Application in Singapore Dollars (SGD).
- 2.2. Ovvy charges Customers a 10% facilitation fee ("**Facilitation Fee**") which is automatically included in the Agreed Price by the Application.
- 2.3. While Ovvy charges a Facilitation Fee to the Customer, it is not part of the legal relationship established between the Service Provider and the Customer and is merely acting as a broker to facilitate the transaction between the Service Provider and the Customer.
- 2.4. The relevant Service Provider is solely responsible for fulfilling the promises made in a Contract between said Service Provider and a Customer.

3. PROHIBITED CONDUCT

3.1. All transactions on the Platform must be lawful and must also comply with these General Conditions. The following activities are prohibited on the Platform and constitute express violations of the General Conditions:

- Submitting any purposefully inaccurate information, committing fraud or falsifying information in connection with the User's Ovvv account or in order to create multiple Ovvv accounts;
- Attempting to, or actually accessing data not intended for you, such as logging into a server or account which you are not authorized to access to which is not meant for you to access;
- Attempting to scan, or test the security or configuration of the Application or to breach security or authentication measures without proper authorization;
- Tampering or interfering with the proper functioning of any part, page or area of the Application and any and all functions and services provided by Ovvv;
- Attempting to interfere with service to any User in any manner, including, without limitation, by means of submitting a virus to the Application, or attempts at overloading, "flooding", "spamming", "mail bombing" or "crashing" the Application;
- Disseminating or transmitting material which is unlawful, threatening, harmful, abusive, obscene, harassing, defamatory, hateful, racially or ethnically discriminating or otherwise objectionable nature including, but not limited to, any material which encourages conduct that would constitute a criminal offence, violate the rights of others, or otherwise violate any applicable local, state, national or international law or which impersonate any person or entity or to misrepresent your affiliation or association with any person or entity;
- Disseminating, storing or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trade mark, patent, trade secret or other intellectual property right of any person;
- Using the Application or any of its contents to advertise or solicit, for any other commercial, social, political or religious purpose, or to compete, directly or indirectly with Ovvv;
- Reselling or repurposing your access to the Application or any purchases made through the Application;

- Using the Application or any of its resources to solicit Customers, Service Providers or other business partners of Ovvy to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with Ovvy, including without limitation, aggregating current or previously offered service offerings;
- Using any information attained from a Customer or a Service Provider from the Application for any commercial purpose other than in relation to a Contract;
- Accessing, monitoring or copying any content or information from the Application using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Violating the restrictions in any robot exclusion headers on the Application or bypassing or circumventing other measures employed to prevent or limit access to the Application;
- Taking any action that places excessive demand on the Application, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
- Aggregating any live or post-feature content or other information from the Application (whether using links or other technical means or physical records associated with purchases made through the Application) with material from other sites or on a secondary site without any express written permission;
- Deep-linking to any portion of the Application without our express written permission;
- Acting illegally or maliciously against the business interests or reputation of Ovvy or any User;
- Hyperlinking to the Application from any other website without our initial and ongoing consent; or
- Engaging in any other activity deemed by Ovvy to be in conflict with the intent and spirit of these General Conditions.

The indemnity contained in Paragraph 9 shall apply in the event any of the above prohibited conduct is carried out.

4. CONDITIONS PRECEDENT TO USING THE APPLICATION

4.1. As a condition precedent to your use of Ovvv, you represent and warrant that:

- You are at least 18 years of age;
- You have the authority and legal capacity to enter into a binding contract;
- Should you wish to be a Service Provider, you have to be eligible to be employed in Singapore; and
- All information provided to Ovvv is true and accurate.
- By submitting or transmitting any material on the Application, you further represent and warrant that you are the owner of the material, or have a right to reproduce, display or transmit such material or are making your submission or transmission with the express consent of the owner and that there is no infringement of any intellectual property rights of another.

In the event of your misrepresentation of any of the above matters, the indemnity contained in Paragraph 9 shall apply.

4.2. Customers and Service Providers who wish to trade services on the Application will be first required to register for an account. By creating an account, you agree to the following:

- You are only permitted to create and hold one (1) account;
- You will be solely responsible for the use of your own account as well as the use of your account by anyone else who has access to it;
- Your account is non-transferrable and may not be sold, combined or otherwise shared with any other person.

In the event of a violation of any of these terms, Ovvv reserves the sole and absolute discretion to terminate your account and prevent you from creating a new account on the Application.

5. PAYMENT PROCESS

5.1. Customers will only be able to pay for their purchased services through PayPal..

5.2. Once a Customer has accepted to Service Provider's bid, he or she will have to pay the Agreed Price via PayPal. . Ovvv then holds this sum in escrow on behalf of the Service Provider until the service is completed. Upon completion of the service, a sum equivalent to the Agreed Price less the Facilitation Fee is transferred to the Service Provider. If the Customer has not confirmed the job has been completed within 24 hours after the Service Provider has marked the service as complete; Ovvv will assume the job is complete and transfer the the Agreed Price less the Facilitation Fee to the Service Provider.

6. CANCELLATION AND REFUND POLICY

- 6.1. If the Service Provider makes the cancellation, a full refund of the Agreed Price will be made to the Customer.
- 6.2. Upon a Customer indicating on the Application that a Contract was unfulfilled ("**Unfulfilled Contract**") the related Service Provider shall receive notification that such Customer has indicated that the Contract was unfulfilled. If the Service Provider does not dispute the Unfulfilled Contract within 24 hours of the Customer making such notification, the Agreed Price shall be refunded to the Customer in full.

7. LIMITATION OF LIABILITY

- 7.1. The Users agree and acknowledge that the Contract between the relevant Customer and the relevant Service Provider only, and said Service Provider shall be solely responsible for providing the service agreed upon in the Contract. The Users hereby irrevocably agree and acknowledge that Ovvv shall not be liable for any direct, indirect or consequential loss; loss of profits, revenue, or anticipated savings, even if in each case, the relevant Users have been advised of the possibility of such loss or damage, that may arise in connection with a Contract or the services contemplated in said Contract.
- 7.2. There is no relationship of trust, agency, partnership or employment created by these General Conditions. Therefore, Ovvv is not responsible for any claims for injuries, illnesses, damages, liabilities and costs that any Service Provider or Customer may suffer, directly or indirectly, in full or in part, whether related to the performance of a Contracts.
- 7.3. In addition to Paragraph 7.1 above, all Users hereby irrevocably agree to waive and release Ovvv from any liabilities that may arise from or are in connection to:
 - Any act, inaction or omission by a Service Provider in the provision of any services, including, but not limited to, a Service Provider's failure to comply with the applicable law and/or failure to abide by the agreed terms of any Contract; and/or
 - Any action, inaction or omission by a Customer.
- 7.4. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL OVVV, ITS DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES (I) RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (II) FOR ANY LOST PROFITS, DATA LOSS, OR COST OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES; OR (III) FOR ANY CONDUCT OF CONTENT OF ANY THIRD PARTY ON THE APPLICATION. IN NO EVENT

SHALL OVVY'S LIABILITY FOR DIRECT DAMAGES BE IN EXCESS OF (IN THE AGGREGATE) ONE HUNDRED SINGAPORE DOLLARS (SGD\$100.00).

8. DISPUTE RESOLUTION

- 8.1. The Users agree and acknowledge that in the event of any dispute between a Service Provider and Customer in relation to the provision of a service pursuant to a Contract, whether or not also in relation to the Agreed Price, if such dispute is brought to the attention of Ovvly, the relevant Users shall use best efforts to provide Ovvly with any information requested, and shall accept any decision made by Ovvly to resolve such dispute.
- 8.2. For avoidance of doubt, the reference to any decision made by Ovvly in Paragraph 8.1 above shall include any decision made by Ovvly in relation to the release or return of part of or all of the Agreed Price.
- 8.3. The Users hereby irrevocably agree and acknowledge that Ovvly shall be the final arbiter in relation to any dispute between a Service Provider and Customer in relation to the Contract. The Users shall unconditionally accept Ovvly's decision in such a dispute.
- 8.4. For avoidance of doubt, Paragraph 9 shall apply in the event of any breach of the terms contained in this Paragraph 9.

9. INDEMNITY

- 9.1. Each User shall indemnify and hold harmless Ovvly, its affiliates, and Ovvly's and its affiliates' owners, shareholders, officers, directors, associates, agents, successors, and assigns (each a "**Indemnified Party**") from and against any and all claims, losses (including without limitation, all damages, expenses, fees, fines, penalties, court costs, and attorneys' fees), liabilities, demands, suits and causes of action of every kind and character ("**Losses**"), regardless of the form of action brought against any Indemnified Party, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising from or through any act or omission of the User in connection to the use of the Application and/or the User's breach of the General Conditions other than any Losses due solely to the gross negligence or wilful misconduct of any Indemnified Party.

10. INTELLECTUAL PROPERTY

- 10.1. Ovvly is the sole owner of all right, title and interest in the Application and any associated intellectual property in any form or embodiment thereof and also is the sole owner of the goodwill attached to the Application. No right, title or interest in or to the Application is granted to the Users.
- 10.2. Any copyright created in these General Conditions, the Applications and/or any related website, shall be the sole property of Ovvly.

11. DISRUPTIONS

- 11.1. The Users acknowledge and accept that there may be interruptions in the availability and/or functionality of the Application or events that are beyond our control. While we use reasonable efforts to keep the Application assessable, the Application may be unavailable

from time to time for any reason including, without limitation, routine maintenance or upgrading.

12. ENTIRE AGREEMENT CLAUSE

- 12.1. These General Conditions and other materials referenced in them are the entire agreement between the Users and Ovvly in connection with its subject matter and supersedes all previous agreements or understanding between the Users and Ovvly in connection with its subject matter.

13. CHOICE OF LAW

- 13.1. Unless specified otherwise, these General Conditions are governed by, and shall be construed in accordance with the laws of the Republic of Singapore.

14. PRIVACY POLICY

- 14.1. Ovvly has established a Privacy Policy (as set out below) that explains to Users how their information is collected and used. This Privacy Policy, laid out below, is hereby incorporated into these General Conditions.
- 14.2. Ovvly values the information you have provided us or permitted us to collect. We strive to protect your privacy while providing you with the best service and experience we can provide. All such personal information in our possession is valued and is collected, used, disclosed and protected in accordance with the Singapore Personal Data Protection Act 2012 ("**PDPA**"). This Privacy Policy is intended to help you understand what information we collect, how we use it, and what you can do with that information. It applies to the Application as well as all other relevant webpages on which this Privacy Policy or a link to this Privacy Policy appears, as well as all our activities to the extent that you have been notified that such activities are subject to this Privacy Policy.
- 14.3. By visiting or using this Application or relevant web pages on which this Privacy Policy or a link to this Privacy Policy appears, you are deemed to have agreed to the terms of this Privacy Policy. Please review this Privacy Policy carefully prior to visiting or using the Application or otherwise providing any personal data.
- 14.4. If you do not consent to the collection or use of your data (as prescribed under Section 1 and 2 of the Privacy Policy set out below), you should not proceed to use the Application and/or enter into any transaction via the Application.**

PRIVACY POLICY

1. PERSONAL INFORMATION AND OTHER DATA WE COLLECT

Personal data as defined in the PDPA refers to data about an individual who can be identified from either that particular data, or from that data and other information which we have or likely have access to. Personal data is collected where reasonably necessary for our functions and activities. Personal data that we may hold includes but is not limited to the following:

- (A) name, username, profile image, address and contact details;
- (B) date of birth;
- (C) NRIC number, FIN number, driver's licence, passport number, or work permit number;
- (D) employment and income details;
- (E) bank account details, or payment/ billing information;
- (F) details of services provided to an individual by us;
- (G) details of an individual's dealings with us, including telephone records, email and online interactions;
- (H) credit-related personal information;
- (I) messages sent using the chat inbuilt within the Application ("**Chat Messages**")
- (J) should you log into the Application via Facebook, we may automatically record information gleaned from your Facebook profile, including, but not limited to, data of your Facebook friends;
- (K) when you visit the Application, we may automatically record information that your browser sends whenever you visit a website or use the applications ("**Log Data**").; and
- (L) other personal data as may be provided by an individual from time to time.

Collection of personal data

Wherever possible, we will collect personal data directly from you. We will only collect, use and disclose personal data with your consent, your deemed consent or as may be otherwise permitted under the PDPA or other applicable laws.

In addition to the personal data you provide to us, certain information related to you that is not considered personal data under the PDPA may also be collected. We collect this information to improve our website. Such non-personal data may include information such as your IP address, the internet browser you use, details of your interaction with our website and other types of non-personal data.

You can choose not to provide us with any or all of the information we specify or request, but then you may not be able to create an account or take advantage of some or all of the features of the Platform.

Use of cookies

Cookies are small files which require user permission in order to be installed on a computer's hard drive. Cookies will only start to perform their functions after such permission is granted. By collecting and analysing data on the user's browsing patterns, cookies allow web applications to respond to the user as an individual by tailoring a web application's operations to the user's specific needs and preferences.

Permission for cookies is granted by default in most web browsers. You can however choose to disable this function in your browser's settings. This may prevent you from taking full advantage of our website.

We may use traffic log cookies to identify which pages are being used. This use is designed to assist us in gathering data on web page traffic. The gathered data is used only for statistical purposes and is removed from our database shortly after.

Overall, the data collected by the cookies is used for the purpose of improving your browsing experience on our website. Cookies do not grant us access to your computer or any information about you outside of your browsing activity on our website.

2. USE OF YOUR PERSONAL DATA

We collect personal data from our existing and prospective Users, business associates and employees for various reasons. Without limitation, these purposes include:

- (A) providing customer support;
- (B) supplying you with information that is relevant to your existing relationship with us;
- (C) processing employment applications;
- (D) for fraud prevention and detection; or
- (E) in our sole discretion, in exceptional circumstances such as national emergency, security concerns, or other situations in which we deem that such disclosure is prudent.

We may, for the above purposes, contact you via electronic mail or other forms of communication through mobile applications. Should you wish to opt-out of our contact list for any reason, please refer to the below section 6 for the relevant procedure.

3. SHARING YOUR PERSONAL DATA

In the course of providing our services and products to you, we may need to disclose your personal data with external organisations. The reasons for which we may disclose your personal data are set out under the section 2 above. The possible parties we may share your personal data with include our group companies, our affiliates, partners, principals, third party service providers (for the purpose of providing us administrative or marketing support), and governmental or regulatory authorities. If any of our businesses are sold or transferred to another entity, your personal data may be transferred along with the business.

In the event that any of the above parties receiving your personal data are located or are operating outside of Singapore, we will take reasonable steps to ensure that the overseas recipient provides a standard of protection to your personal data so transferred that is comparable to the protection under the PDPA.

4. SECURITY

We will protect your personal data using industry standard precautions. While the transference of electronic data over the internet has inherent risks, we use reasonable precautions to ensure your personal data is not subject to unnecessary risks.

5. RETENTION

We will retain your Personal Data for as long as necessary in order to fulfil the purpose for which it was collected, or as required by the relevant laws.

6. ACCESS, UPDATE, WITHDRAWAL OF CONSENT

You must obtain, fill out, and submit to us the prescribed form if you subsequently decide to request access of, update or withdraw your consent for us to collect, use and/or disclose your personal data. Please note that it may take up to **[30 business days]** after receipt of your form for us to process your request. For details on how to obtain such a form, please contact us.

7. RIGHTS TO AMEND THIS PRIVACY POLICY

We reserve the right to amend this Privacy Policy at any time. If material changes are made to this Privacy Policy, they will be posted on this page and date stamped. We encourage you to review this page periodically in order for you to stay notified of any changes.

Your continued use of this website and acceptance of our services after any changes to this Privacy Policy constitutes your consent to any such changes, to the extent such consent is not otherwise provided.

8. CONTACT US

If you have comments or questions about this Privacy Policy statement, or wish to obtain a form mentioned in section 6, please contact our us at: contact@ovvyapp.com.