

Terms of Use

Welcome to the TripAlly website and/or the TripAlly mobile app. Please read these terms and conditions carefully. The following Terms of Use govern your use and access of the Platform (defined below) and the use of the Services.

By accessing the Platform and/or using the Services, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not access and/or use this Platform or the Services.

Access to and use of password protected and/or secure areas of the Platform and/or use of the Services are restricted to Customers with accounts only. You may not obtain or attempt to obtain unauthorized access to such parts of this Platform and/or Services, or to any other protected information, through any means not intentionally made available by us for your specific use. A breach of this provision may be an offence under the Computer Crime Act B.E. 2550 (2007) of Thailand or the laws of various other jurisdictions.

If you are below 20 years old or the age of majority in your country: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms of Use and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use and purchase of any of the Services; and (iii) your acceptance and compliance with these Terms of Use. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Platform and using the Services.

- **Definitions & Interpretation:** Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to these Terms of Use.
- **General use of the Services and/or access of the Platform:**
 - *Guidelines to the use of the Platform and/or the Services:* You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of the Services and/or access to the Platform, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.
 - *Restricted activities: You agree and undertake **NOT** to:*
 - impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
 - use the Platform or Services for illegal purposes;

- attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform or Services;
 - post, promote or transmit through the Platform or Services any Prohibited Materials;
 - interfere with another's utilization and enjoyment of the Platform or Services;
 - use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Platform's data or damage or interfere with the operation of another Customer's computer or mobile device or the Platform or the Services; and
 - use the Platform or the Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.
- *Availability of the Platform and the Services:* We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.
 - *Right to monitor content:* We reserve the right, at its sole discretion, but shall not be obliged to:
 - monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may, in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action it deems appropriate;
 - prevent or restrict access of any Customer to the Platform and/or the Services;
 - report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities; and/or
 - to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.
 - *Privacy Policy:* Your use of the Services and/or access to the Platform is also subject to the Privacy Policy as set out at <https://>

www.tripally.com/privacy-policy/

- *Terms & Conditions of Sale and Voucher Terms & Conditions:* Purchases of any Services would be subject to the Terms & Conditions of Sale as set out at <https://www.tripally.com/terms-conditions/>. If you use a Voucher, the Voucher Terms & Conditions are set out at <http://www.tripally.com/terms-conditions/#voucher> would apply.
- *Additional terms:* In addition to these Terms of Use, the use of specific aspects of the Materials and the Services, more comprehensive or updated versions of the Materials offered by us or our designated sub-contractors, may be subject to additional terms and conditions, which will apply in full force and effect.

- **Use of the Services**

- *Application of this Section:* In addition to all other terms and conditions of this Terms of Use, the provisions in this Section 3 are the additional specific terms and conditions governing your use of the Services.
- *Restrictions:* Use of the Services is limited to the authorized Customers who are of legal age and have the legal capacity to enter into and form contracts under any applicable law. The Customers who have breached or are in breach of the terms and conditions contained herein and the Customers who have been permanently or temporarily suspended from using any of the Services may not use the Services even if they satisfy the requirements of this Section 3.2.
- *General terms of use:* You agree:
 - to access and/or use the Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services in good faith; and
 - to ensure that any information or data you post or cause to appear on the Platform in connection with the Services is accurate and not violate any applicable law. You also agree to take sole responsibility for such information and data.
- *Prices of Services:* All Prices are subject to taxes, unless explicitly stated otherwise. We reserve the right to amend the Prices at any time without giving any reason or prior notice.
- *Third Party Vendors:* You acknowledge that parties other than TripAlly (i.e. Third Party Vendors) may directly or indirectly provide the services purchased through the TripAlly website, TripAlly app, or on the Platform.

- **Customers with TripAlly Accounts**

- *Username/Password:* Certain Services that may be made available on the Platform may require creation of an account with us or

for you to provide Personal Data. If you request to create an account with us, a Username and Password may either be: (i) determined and issued to you by us; or (ii) provided by you and accepted by us in our sole and absolute discretion in connection with the use of the Services and/or access to the relevant Platform. We may at any time in our sole and absolute discretion, request that you update your Personal Data or forthwith invalidate the Username and/or Password without giving any reason or prior notice and shall not be liable or responsible for any Losses suffered by or caused by you or arising out of or in connection with or by reason of such request or invalidation. You hereby agree to change your Password from time to time and to keep the Username and Password confidential and shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorized or not) of the Username and/or Password. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of the Username and/or Password has been compromised or if there has been any unauthorized use of the Username and/or Password or if your Personal Data requires updating. The notice will be deemed to be processed by us seven (7) business days after the receipt of such notice.

- *Purported use/access:* You agree and acknowledge that any use of the Services and/or any access to the Platform and any information, data or communications referable to your Username and Password shall be deemed to be, as the case may be:
 - access to the relevant Platform and/or use of the Services by you; or
 - information, data or communications posted, transmitted and validly issued by you.

At all times, you agree to be bound by any access of the Platform and/or use of any Services (whether such access or use are authorized by you or not, except for any unauthorized access of the Platform after the notice of unauthorized use of the Username and/or Password has been received and processed by us, as per Section 4.1, above). You agree that we shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you. You further agree and acknowledge that you shall be bound by and agree to fully indemnify the TripAlly Indemnitees against any and all Losses attributable to any use of any Services and/or or access to the Platform referable to your Username and Password.

- **Intellectual property**

- *Ownership:* The Intellectual Property in and to the Platform and the Materials are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce the right of the Intellectual Property to the fullest extent of the law without regard to any other dispute resolution provisions contained in this or any other agreement.
- *Restricted use:* No part or parts of the Platform, or any of the Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any server, system or

equipment without our prior written permission or that of the relevant copyright owners. Subject to Section 5.3, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

- *Trademarks:* The Trademarks shall have the meaning as set out in the attached schedule herein. Nothing on the Platform and in these Terms of Use shall be construed as granting, by implication, estoppel, or otherwise grant, any license or right to use (including as a meta tag or as a “hot” link to any other website) any Trademarks displayed on the Services, without our written permission or any other applicable trademark owner.

- **Our Limitation of Responsibility and Liability**

- *No representations or warranties:* The Services, the Platform and the Materials are provided on an “as is” and “as available” basis. All data and/or information contained in the Platform, the Services or the Materials are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of third-party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, are given in conjunction with the Platform, the Services or the Materials. Without prejudice to the generality of the foregoing, we do not warrant:
 - the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the Platform, the Services or the Materials;
 - that the Platform, the Services or that any of the Materials will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;
 - that the Platform, the Services or the Materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
 - the security of any information transmitted by you or to you through the Platform or the Services, and you accept the risk that any information transmitted or received through the Services or the Platform may be accessed by unauthorized third parties and/or disclosed by us or our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.
- *Exclusion of liability:* TripAlly Indemnitees shall not be liable to you for any Losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

- any access, use and/or inability to use the Platform or the Services;
 - reliance on any data or information made available through the Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;
 - any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and
 - any use of or access to any other website or webpage linked to the Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.
- *At your own risk:* Any risk of misunderstanding, error, damage, expense or Losses resulting from the use of the Platform is entirely at your own risk and we shall not be liable therefor.
- **Hyperlinks, Alerts and Advertising**
 - *Hyperlinks:* For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.
 - *Advertising:* We may attach banners, java applets and/or such other materials to the Platform for the purposes of advertising our or our Third Party Vendors' products and/or services. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials.
- **Your Submissions and Information**
 - *Submissions by you:* You grant us a non-exclusive license to use the materials or information that you submit to the Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews to the Platform, you also grant us the right to use the name that you submit or your Username in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to,

publish, remove or edit your Submissions.

- *Consent to receive e-mails:* You consent to and authorize the use by us of any information provided by you (including Personal Data) for the purposes of sending informational and promotional e-mails to you. Your agreement to the provisions of this Section 8.2 shall constitute your consent for the purpose of the provisions of any spam control laws (whether in Thailand or elsewhere). You may subsequently opt out of receiving promotional e-mails by clicking on the appropriate hyperlink in any promotional e-mail.
- *Privacy Policy:* You acknowledge that you have read and agree to the Privacy Policy at <https://www.tripally.com/privacy-policy/> and consent to our collection, use and disclosure of your Personal Data for the purposes as set out in the Privacy Policy.

- **Termination**

- *Termination by us:* In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the Platform and/or Services and/or disable your Username and Password. We may bar access to the Platform and/or Services (or any part thereof) for any reason whatsoever, including a breach of any of these Terms of Use or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the services relating to the Platform.
- *Termination by you:* You may terminate these Terms of Use by giving seven (7) days' advance notice in writing to us.

- **Notices**

- *Notices from us:* All notices or other communications given to you if:
 - communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or
 - sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left.
- *Notices from you:* You may only give notice to us in writing sent to our designated address or e-mail address at 33 Ubi Avenue 3 #08-13 Vertex, Singapore 408868 and www.tripally.com/contact, and we shall be deemed to have received such notice only upon receipt. While we endeavor to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed.
- *Other modes:* Notwithstanding Sections 10.1 and 10.2, we may from time to time designate other acceptable modes of giving notices (including but not limited to e-mail or other forms of electronic communication) and the time or event by which such

notice shall be deemed given.

- **General**

- *Cumulative rights and remedies:* Unless otherwise provided under these Terms of Use, the provisions of these Terms of Use and our rights and remedies under these Terms of Use are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these Terms of Use, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms of Use or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.
- *No waiver:* Our failure to enforce these Terms of Use shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms of Use. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use.
- *Severability:* If any term, provision, covenant or condition of this Agreement is held by a body of competent jurisdiction to exceed the limitations permitted by applicable law, as determined by such body in such action, then the provisions will be deemed reformed to the maximum limitations permitted by applicable law and you and TripAlly hereby expressly acknowledge their desire that in such event such action be taken. Notwithstanding the foregoing, the you and TripAlly further agree that if any term, provision, covenant or condition of this Agreement is held by a body of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.
- *Rights of third parties:* A person or entity who is not a party to these Terms of Use shall have no right under any legislation in any jurisdiction to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Section shall affect the rights of any permitted assignee or transferee of these Terms of Use.
- *Governing law and Dispute Resolution:* Use of the Platform and/or the Services and these Terms of Use shall be governed by and construed in accordance with the laws of Singapore. Except as otherwise explicitly provided for in this Agreement or by applicable law, any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof may be settled by arbitration in accordance with the Rules for Arbitration of the Singapore International Arbitration Center (SIAC). The arbitral tribunal shall consist of a sole arbitrator, to be appointed in accordance of the rules thereof. The place of arbitration shall be in Bangkok, Thailand. Any award by the arbitration tribunal shall be final and binding upon the parties.
- *Injunctive relief:* We may seek immediate injunctive relief if we make a good faith determination that a breach or non-

performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.

- *Amendments:* We may by notice through the Platform or by such other method of notification as we may designate (which may include notification by way of e-mail), vary the terms and conditions of these Terms of Use, such variation to take effect on the date we specify through the above means. If you use the Platform or the Services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop access or using the Platform and the Services and terminate these Terms of Use. Our right to vary these Terms of Use in the manner aforesaid will be exercised with may be exercised without the consent of any person or entity who is not a party to these Terms of Use.
- *Correction of errors:* Any typographical, clerical or other error or omission in any acceptance, invoice or other document on our part shall be subject to correction without any liability on our part.
- *Currency:* Money references under these Terms of Use shall be in United States Dollars (USD), unless explicitly stated otherwise.
- *Language:* In the event that these Terms of Use is executed or translated in any language other than English (“Foreign Language Version”), the English language version of these Terms of Use shall govern and shall take precedence over the Foreign Language Version.
- *Entire agreement:* These Terms of Use, including such other agreements, documents, schedules or attachments that are explicitly incorporated herein, shall constitute the entire agreement between you and us relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.
- *Binding and conclusive:* You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by us or our service providers relating to or in connection with the Platform and the Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.
- *Sub-contracting and delegation:* We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Platform and/or Services and reserve the right to use any service providers, sub-contractors and/or agents on such terms as we deem appropriate. We shall not be liable to you for the breach of any of our sub-contractors’ actions, including without limitation, any breach of privacy or personal data protection, provided that such subcontractor represents and warrants to us their compliance with such obligations.

- *Assignment:* You may not assign your rights under these Terms of Use without our prior written consent. We may assign our rights under these Terms of Use to any third party without your consent.
- *Force Majeure:* We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms of Use (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Platform's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

Schedule 1

Definitions and Interpretation

- **Definitions.** Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms of Use:
 - “Customer” has the same meaning as in the Terms & Conditions of Sale.
 - “Intellectual Property” means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
 - “TA Indemnitees” means TripAlly and all of its respective officers, employees, directors, agents, contractors and assigns.
 - “TripAlly”, “TA”, “we”, “our” and “us” refer to TripAlly Technologies Pte. Ltd., a company incorporated pursuant to the laws of Singapore with a registered address of 33 Ubi Avenue 3 #08-13 Vertex, Singapore 408868.
 - “Price” means the price of the Services listed for sale to Customers, as stated on the Platform.
 - “Losses” means all penalties, losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.
 - “Materials” means, collectively, all web pages on the Platform, including the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available on the Platform and the functionalities or services provided

on the Platform.

- “Order” means your order for Services sent through the Platform in accordance with the Terms & Conditions of Sale.
- “Password” refers to the valid password that a Customer who has an account with TripAlly may use in conjunction with the Username to access the relevant Platform and/or Services.
- “Personal Data” means data, whether true or not, that can be used to identify, contact or locate you. Personal Data can include your name, e-mail address, billing address, shipping address, phone number and credit card information. Personal Data shall be deemed to include any data that you have provided to us when placing an Order, regardless of whether you have an account with us.
- “Platform” means (a) both the web and mobile versions of the website operated and/or owned by TripAlly which is presently located at www.tripally.com; and (b) the mobile applications made available from time to time by TripAlly, including the iOS, Android and any other versions.
- “Privacy Policy” means the privacy policy set out at <https://www.tripally.com/privacy-policy/>.
- “Prohibited Material” means any information, graphics, photographs, data and/or any other material that:
 - contains any computer virus or other invasive or damaging code, program or macro;
 - infringes any third-party Intellectual Property or any other proprietary rights;
 - is defamatory, libelous or threatening;
 - is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law; and/or
 - is or may be construed as offensive and/or otherwise objectionable, in our sole opinion.
- “Services” means services, information and functions made available by us at the Platform.
- “Submission” is as defined in Section 8.1 of these Terms of Use.
- “Terms & Conditions of Sale” means the terms and conditions governing a Customer’s purchase of the Services and are set out at <https://www.tripally.com/terms-conditions/> and are explicitly incorporated by reference in the Terms of Use.
- “Terms of Use” means the recitals, Sections 1 to 11 and any Schedules to these terms and conditions.

- “Trademarks” means the trademarks, service marks, trade names and logos used and displayed on the Platform, whether registered or unregistered, and owned by TripAlly or any third party.
 - “Username” refers to the unique login identification name or code which identifies a Customer who has an account with TripAlly.
 - “Voucher” means a voucher for credit which may be used by a Customer, subject to Voucher Terms & Conditions and other terms and conditions, towards the payment of purchases on the Platform.
 - “Voucher Terms & Conditions” are set out at <http://www.tripally.com/terms-conditions/#voucher> and are explicitly incorporated by reference herein.
 - “you” and “your” refer to the individuals over the age of 20 or otherwise under the supervision of a parent or legal guardian.
- **Interpretation:** Any reference in these Terms of Use to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. In the Agreement, whenever the words “include”, “includes” or “including” are used, they will be deemed to be followed by the words “without limitation”. Unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well as all references to a number of months means calendar months. Section headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use. In the event of a conflict or inconsistency between any two or more provisions under these Terms of Use, whether such provisions are contained in the same or different documents, such conflict or inconsistency shall be resolved in favor of TripAlly and the provision which is more favorable to TripAlly shall prevail.

Terms & Conditions of Sale

- **Definitions & Interpretation:** Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to these Terms & Conditions of Sale.
- **Purchase of Services**
 - *Your compliance:* You agree to comply with any and all the guidelines, procedures, warnings, notifications, notices, operating rules and policies, and instructions pertaining to the purchase and use of Services through the Platform, as well as any amendments to the aforementioned, issued by TripAlly (whether as part of use of the Platform or in relation to the purchase of

Services), from time to time (collectively, the “Instructions”). TripAlly reserves the right to revise the Instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform. Your failure to follow the Instructions, in detail, may result in your incurring additional charges from third-parties, including TripAlly’s vendors and sub-contractors as well as your mobile service provider. TripAlly shall not be responsible for any charges incurred by your failure to follow the Instructions.

- *Third Party Vendors and Sub-Contractors:* The Services are provided by Third Party Vendors and Sub-Contractors. TripAlly may directly provide selected Services.
- *Placing your Order:* You may place an Order by completing the Order form on the Platform and clicking on the “Confirm Order” button. TripAlly will not accept Orders placed in any other manner. You shall be responsible for ensuring the accuracy of the Order.
- *Orders are irrevocable and unconditional:* All Orders will be deemed to be irrevocable and unconditional upon transmission through the Platform and TripAlly shall be entitled (but not obliged) to process such Order(s) without your further consent and without any further reference or notice to you. Nevertheless, in certain circumstances as stated in Sections 5.5 and 8, you may request to refund, cancel or amend the Order, which TripAlly will endeavor to give effect to on a commercially reasonable basis. However, notwithstanding the foregoing, TripAlly is not obliged to give effect to any request to cancel or amend any Order.
- *Termination by TripAlly in the event of pricing error:* TripAlly reserves the right to terminate the Order, in the event that a Service has been mispriced on the Platform, in which event TripAlly shall notify you of such cancellation by giving three days’ notice. TripAlly shall have such rights whether or not payment has been charged to you.
- *Services Warranty:* Except as expressly provided, TripAlly excludes (unless expressly prohibited by applicable mandatory law) any and all expressed or implied terms, warranties or conditions with respect to the Services.
- *Customer’s acknowledgement:* You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of TripAlly which has not been stated expressly or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by TripAlly. You also acknowledge and agree that the exclusion of warranties, exclusion of liability and exclusion of remedies in these Terms & Conditions of Sale allocate risks between the parties and permit TripAlly to provide the Services at lower fees or prices than TripAlly otherwise could and you agree that such exclusions on liability are reasonable.
- *No representations or warranties:* Without prejudice to the generality of the foregoing Section 2.6:
 - TripAlly binds itself only to deliver Services in accordance with the general description under which they were sold,

whether or not any special or particular description shall have been given or shall be implied by law. Any such special or particular description shall be taken only as the expression of TripAlly's opinion. TripAlly gives no warranty as to the quality, state, condition or fitness of the Services;

- TripAlly shall be under no liability in respect of any defect arising from unsuitable or improper use, defective installation or commissioning by the Customer or third parties, willful damage, negligence, abnormal working conditions, defective or negligent handling, electro-technical/electronic or electric influences, the Customer or third parties' failure to follow the Instructions (whether oral or in writing) or misuse of the Services;
- TripAlly is not liable for any Losses suffered by any third party directly or indirectly and the Customer shall indemnify the TripAlly Indemnitees against all Losses arising out of such claims;
- *Intellectual Property:*
 - Where software applications, drivers or other computer programs and/or all other design details, technical handbooks or manuals, drawing or other data (all collectively referred to as "Service Materials") are supplied to the Customer by Seller in connection with the Order, the use and retention of the Service Materials are subject to the terms and conditions of license or use (such as end-user licenses, restrictions or conditions of use) as may be prescribed by TripAlly or its licensors and must not be used other than strictly in accordance with such terms and conditions.
 - The Customer agrees and acknowledges that the Service Materials shall remain the property of Seller or its licensors. The Customer further agrees that any and all Intellectual Property embodied in or relating to the Service Materials shall remain the sole and exclusive property of Seller or its licensors. Unless otherwise expressly provided in the Order or the prior written consent of TripAlly has been obtained, the Customer undertakes to return the Service Materials and/or any copies thereof upon TripAlly's request.
- **Delivery and Activation of Services**
 - *Process for Delivery:* Upon receipt of Payment for the Services, TripAlly will deliver to you instructions for activation of the services once you reach your intended destination within arrival date specified in your Order.
 - *Process for Activation:* Once you have arrived at your intended destinations, you must follow the Instructions in order to activate the Services. Failure to properly follow the Instructions may result in your inability to utilize the Services or connection to an unauthorized service provider. TripAlly shall not be responsible for any charges or damages incurred by failure to properly connect to the authorized Sub-contractor or Third Party Vendor.

- *Deemed receipt:* In the event you do not use the Services by the arrival date specified in your Order, if TripAlly does not hear from you within 3 days from such arrival date, you shall be deemed to have received the Services.
- *Voucher from TripAlly:* If there failure of any nature in the delivery of the Services, TripAlly may in its sole discretion offer a Voucher to the Customer. Upon the acceptance of a Voucher by the Customer, the Customer shall have no further claim against TripAlly.
- **Prices of Services**
 - *Price:* The price of the Services payable by a Customer shall be the Price at the time at which the Order placed by the Customer is transmitted to TripAlly (through the Platform).
 - *Taxes:* All Prices are subject to taxes, unless otherwise stated. TripAlly reserves the right to amend the Prices at any time without giving any reason or prior notice.
- **Payment**
 - *General:* You may pay for the Services using any of the payment methods prescribed by TripAlly from time to time. When you place an Order, actual payment will be only charged upon TripAlly's acceptance of your Order. All payments shall be made to TripAlly and you acknowledge that TripAlly is entitled to collect payments from you on behalf of Third Party Vendors or Sub-contractors.
 - *Additional terms:* The payment methods may be subject to additional terms as prescribed by TripAlly from time to time.
 - *Payment methods:* You agree that you are subject to the applicable user agreement of your payment method. You may not claim against TripAlly or any of its agents (which may include TripAlly), for any failure, disruption or error in connection with your chosen payment method. TripAlly reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
 - *Failure to pay:* If the Customer fails to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to TripAlly, TripAlly shall be entitled to cancel the Order or suspend delivery of the Suspend until payment is made in full, not less than three business days prior to the arrival date specified in your Order.
 - *Refund of Payment:*
 - Refunds shall only be available for Customers in cases where the Customer has not used the Services within one (1) year

of purchase or was unable to use the Services due to a technical issue occurring due to the failure of the network (“**Technical Issue**”):

- Non-use of Services. Customers who have not activated the Services shall be entitled for a refund/credit within TripAlly’s platform provided that the request for such refund is made within one (1) year after purchasing the Services. For requests made later than one (1) year after purchase, the Customer will only be eligible for a voucher in the amounts paid.
 - Technical Issue. Customers encountering a Technical Issue shall be entitled to a refund provided that: (i) the Customer has notified TripAlly within three (3) days of encountering the Technical Issue; (ii) TripAlly can verify the Technical Issue, and (iii) such request for a refund is made within thirty (30) days of encountering the Technical Issue. If the refund request is not made within thirty (30) days Customer shall only be eligible to receive a voucher in an amount subject to TripAlly’s sole discretion and applicable towards the purchase of the Services in the future.
 - Processing Fees. The Customer shall receive cashback within six (6) months after submission of your request, subject to processing fees at the rate of 12% of the total amount paid by the Customer.
 - Delayed Requests. Requests made later than two (2) years after the dates specified herein shall not be eligible for a refund or voucher.
- All refunds shall be processed, to the person who made the original payment via an approved payment method.
 - We offer no guarantee of any nature for the timeliness of the refunds reaching your account. The processing of payment may take time and it is subject to the TripAlly’s internal processing timeline.
 - All refunds are conditional upon our acceptance of a valid reason for the request of such refund.
 - We reserve the right to modify the mechanism of processing refunds at any time without notice.
 - TripAlly may, subject to Section 7.1, in its sole discretion, issue the Customer a Voucher for the value of the Services purchased by the Customer, rather than processing a refund.
- **Questions and complaints:** If you have any questions or complaints, please contact TripAlly using the “Contact Us” page on the Platform. TripAlly will liaise with Sub-contractors and Third Party Vendors, as it deems appropriate in its sole discretion, on your questions and complaints regarding the Services.

- **Termination**

- *Cancellation by you:* You may cancel your Order before your Customer Contract by written notice to TripAlly at any time prior to the arrival date specified in your Order and receive a refund. If you have already activated the Services, you may not cancel your Order but may apply for a refund pursuant to Section 5.5, if applicable.
- *Cancellation by TripAlly or Sub-Contractor or Third Party Vendor:* Without prejudice to any other right of termination elsewhere in these Terms & Conditions of Sale, TripAlly acting on its own or acting on Sub-Contractor's or Third Party Vendor's behalf, along with the Sub-contractor or Third Party Vendor acting on their own behalf, may stop, cease, disconnect or refuse to provide any Services in and/or terminate the Order with immediate effect by written notice to the Customer on or at any time after the occurrence of any of the following events:
 - the Customer being in breach of an obligation to TripAlly, the Sub-Contractor or Third Party Vendor;
 - the Customer being in violation of any local law or regulation in the country where the services are provided, including without limited to, laws relating to computer crimes, cybersecurity, personal data, defamation, libel, harassment, or lese majeste; or
 - the Customer engaging in any activity using the Services that TripAlly, the Sub-Contractor or Third Party Vendor deem unsuitable.

- **LIMITATION OF LIABILITY**

- *SOLE REMEDIES OF CUSTOMER:* THE REMEDIES SET OUT IN SECTION 5.5 AND 7.1 ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR NON-PERFORMANCE OF THE SERVICES.
- *MAXIMUM LIABILITY:* NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS & CONDITIONS OF SALE, TRIPALLY'S, ANY SUB-CONTRACTOR'S OR THIRD PARTY VENDOR'S MAXIMUM CUMULATIVE LIABILITY TO YOU OR TO ANY OTHER PARTY FOR ALL LOSSES UNDER, ARISING OUT OF OR RELATING TO THE SALE, USE AND PROVISION OF THE SERVICES UNDER EACH ORDER, WILL NOT EXCEED THE SUMS THAT YOU HAVE PAID.
- *EXCLUSION OF LIABILITY:* TRIPALLY INDEMNITEES SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES WHATSOEVER OR HOWSOEVER CAUSED (REGARDLESS OF THE FORM OF ACTION) ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH: (I) AMOUNTS DUE FROM OTHER USERS OF THE PLATFORM IN CONNECTION WITH THE PURCHASE OF ANY SERVICE; (II) THE SALE OF THE SERVICES TO YOU, OR ITS USE OR RESALE BY YOU; AND (III) ANY DEFECT ARISING MISUSE, NEGLIGENCE, ACCIDENT, ALTERATION OR MODIFICATION OF THE SERVICES OR FAILURE TO COMPLY WITH SELLER'S INSTRUCTIONS ON THE

ACTIVATION OR USE OF THE SERVICES (WHETHER ORAL OR WRITTEN).

- **General**

- *References to “TripAlly”*: References to “TripAlly” in these Terms and Conditions of Sale apply both to TripAlly’s actions on its own behalf as Seller and/or as the operator of the Platform or as the agent of Sub-contractors or Third Party Vendors in respect of each and every Order.
- *Right to subcontract*: Sub-contractors and Third Party Vendors shall be entitled to delegate and/or subcontract any rights or obligations under these Terms & Conditions of Sale to TripAlly or any of TripAlly’s designated service providers, subcontractors and/or agents.
- *Cumulative rights and remedies*: Unless otherwise provided under these Terms & Conditions of Sale, the provisions of these Terms & Conditions of Sale and TripAlly’s, any Sub-contractor’s or Third Party Vendor’s rights and remedies under these Terms & Conditions of Sale are cumulative and are without prejudice and in addition to any rights or remedies TripAlly, any Sub-contractor or Third Party Vendor may have in law or in equity, and no exercise by TripAlly, any Sub-contractor or Third Party Vendor of any one right or remedy under these Terms & Conditions of Sale, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms & Conditions of Sale or at law or in equity) operate so as to hinder or prevent TripAlly’s, any Sub-contractor’s or Third Party Vendor’s exercise of any other such right or remedy as at law or in equity.
- *No waiver*: TripAlly’s failure to enforce these Terms & Conditions of Sale shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms & Conditions of Sale. TripAlly would still be entitled to use its rights and remedies in any other situation where you breach these Terms & Conditions of Sale.
- *Severability*: If any term, provision, covenant or condition of this Agreement is held by a body of competent jurisdiction to exceed the limitations permitted by applicable law, as determined by such body in such action, then the provisions will be deemed reformed to the maximum limitations permitted by applicable law and you and TripAlly hereby expressly acknowledge their desire that in such event such action be taken. Notwithstanding the foregoing, the you and TripAlly further agree that if any term, provision, covenant or condition of this Agreement is held by a body of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.
- *Rights of third parties*: A person or entity who is not a party to these Terms & Conditions of Sale shall have no right under any legislation in any jurisdiction to enforce any term of these Terms & Conditions of Sale, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt,

nothing in this Section shall affect the rights of any permitted assignee or transferee of these Terms & Conditions of Sale.

- *Governing law:* These Terms & Conditions of Sale shall be governed by, and construed in accordance with the laws of Singapore and you hereby submit to the exclusive jurisdiction of Singapore.
- *Dispute Resolution:* Except as provided for in Section 11.7, any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof may be settled by arbitration in accordance with the Rules for Arbitration of the Singapore International Arbitration Center (SIAC). The arbitral tribunal shall consist of a sole arbitrator, to be appointed in accordance with the SIAC Rules. The place of arbitration shall be held in Bangkok, Thailand. Any award by the arbitration tribunal shall be final and binding upon the parties.
- *Injunctive relief:* TripAlly may seek immediate injunctive relief if Seller makes a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.
- *Amendments:* TripAlly may by notice issued jointly with TripAlly through the Platform or by such other method of notification as TripAlly may designate solely through TripAlly (which may include notification by way of e-mail), vary the terms and conditions of these Terms & Conditions of Sale, such variation to take effect on the date Seller specifies through the above means. If you use the Platform or the Services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop access or using the Platform and the Services and terminate these Terms & Conditions of Sale. TripAlly's right to vary these Terms & Conditions of Sale in the manner aforesaid will be exercised with the joint involvement of TripAlly (either via the Portal or such other means as TripAlly prescribes) and subject to the foregoing, may be exercised without the consent of any person or entity who is not a party to these Terms & Conditions of Sale. The version of Terms & Conditions of Sale applicable to any particular Order is the latest version in force.
- *Correction of errors:* Any typographical, clerical or other error or omission in any acceptance, invoice or other document on Seller's part shall be subject to correction without any liability on TripAlly's part.
- *Currency:* Money references under these Terms & Conditions of Sale shall be in United States Dollars (USD), unless otherwise specified.
- *Language:* In the event that these Terms & Conditions of Sale is executed or translated in any language other than English ("Foreign Language Version"), the English language version of these Terms & Conditions of Sale shall govern and shall take precedence over the Foreign Language Version.
- *Entire agreement:* These Terms & Conditions of Sale, and such amendments, schedules and other documents explicitly

incorporated herein, shall constitute the entire agreement between you and TripAlly relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.

- *Binding and conclusive:* You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by Seller or its service providers relating to or in connection with the Platform and Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between TripAlly and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.
- *Subcontracting and delegation:* TripAlly reserves the right to delegate or subcontract the performance of any of its functions in connection with the performance of its obligations under these Terms & Conditions of Sale and reserves the right to use any service providers, subcontractors and/or agents on such terms as TripAlly deems appropriate.
- *Assignment:* You may not assign your rights under these Terms & Conditions of Sale without TripAlly's prior written consent. TripAlly may assign its rights under these Terms & Conditions of Sale to any third party.
- *Force Majeure:* Neither TripAlly nor the Sub-contractors nor the Third Party Vendors shall be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms & Conditions of Sale (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Platform's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond TripAlly's or the Subcontractors nor the Third Party Vendors reasonable control.

Schedule 1

Definitions and Interpretation

- **Definitions.** Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms of Use:
 - "Business Day" means a day (excluding Saturdays, Sundays and public holidays) on which banks generally are open for business in Singapore.
 - "Customer" means an authorized user of the Platform and/or the Services.

- “Intellectual Property” means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- “TripAlly Indemnitees” means TripAlly and all of its respective officers, employees, directors, agents, contractors and assigns.
- “TripAlly” refers to TripAlly Technologies Pte Ltd, a company incorporated pursuant to the laws of Singapore and having its registered address at 33 Ubi Avenue 3 #08-13 Vertex, Singapore 408868.
- “Price” means the price of Services listed for sale to Customers, as stated on the Platform.
- “Losses” means all losses, settlement sums, costs (including legal fees and expenses), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.
- “Order” means your order for Services sent through the Platform in accordance with the Terms & Conditions of Sale.
- “Password” refers to the valid password that a Customer who has an account with TripAlly may use in conjunction with the Username to access the relevant Platform and/or Services.
- “Personal Data” means data, whether true or not, that can be used to identify, contact or locate you. Personal Data can include your name, e-mail address, billing address, shipping address, phone number and credit card information.
- “Platform” means (a) both the web and mobile versions of the website operated and/or owned by TripAlly which is presently located at the following URL: www.tripally.com; and (b) the mobile applications made available from time to time by TripAlly, including the iOS, Android and any other versions.
- “Refund Policy” means the refund policy set out at <https://www.tripally.com/helpcenter/refunds>.
- “Third Party Vendor” or “Sub-contractor” means any provider which, with TripAlly’s permission, uses the Platform to provide the Services to the Customer and excludes TripAlly.
- “Services” means services, information and functions made available by Seller on the Platform.
- “Terms & Conditions of Sale” means Sections 1 to 11 and any Schedules to these terms and conditions.

- “Terms of Use” means the terms and conditions governing the Customer’s use of the Platform and/or Services and are set out at <https://www.tripally.com/terms-conditions/>.
 - “Trademarks” means the trademarks, service marks, trade names and logos used and displayed on the Platform.
 - “Username” refers to the unique login identification name or code which identifies a Customer who has an account with TripAlly.
 - “Voucher” means a voucher for credit which may be used by a Customer, subject to other terms and conditions, towards the payment of purchases on the Platform.
 - “Voucher Terms & Conditions” are set out at <http://www.tripally.com/terms-conditions/#voucher>.
 - “you” and “your” refer to the individuals over the age of 20 or otherwise under the supervision of a parent or legal guardian.
- **Interpretation:** Any reference in these Terms & Conditions of Sale to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. In these Terms & Conditions of Sale, whenever the words “include”, “includes” or “including” are used, they will be deemed to be followed by the words “without limitation”. Unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well as all references to a number of months means calendar months. Section headings are inserted for convenience only and shall not affect the interpretation of these Terms & Conditions of Sale. In the event of a conflict or inconsistency between any two or more provisions under these Terms & Conditions of Sale, whether such provisions are contained in the same or different documents, such conflict or inconsistency shall be resolved in favor of TripAlly and the provision which is more favorable to TripAlly shall prevail.

Terms & Conditions for Voucher

- The following terms and conditions (T&Cs) apply to your use and redemption of promotional vouchers or voucher codes distributed by TripAlly
- Vouchers are valid only on the TripAlly website or mobile application.
- In order to use the vouchers, voucher codes must be entered at the checkout page.
- Vouchers codes are to be used for a one time purchase only.
- Customers are only allowed to redeem one voucher per day.

- TripAlly reserves the right to cancel or modify orders, or revoke the use of voucher codes, where the vouchers are used in the following circumstances:
 - suspicious or fraudulent voucher use;
 - voucher abuse, including vouchers redeemed using multiple accounts or multiple checkouts associated with the same customer or group of customers; or
 - vouchers used in bad faith (including resold vouchers, or use of vouchers on orders made and intended for resale).
- Unless otherwise stated, vouchers or other promotional discounts are not valid in conjunction with other tactical promotions or discounts, with the exception of pre-discounted services on TripAlly.
- Additional terms and conditions may be specified in relation to specific voucher codes (for example, duration, discount amount and services covered), and will govern the use and redemption of those vouchers in addition to these terms.
- Vouchers are not exchangeable for cash.
- TripAlly reserves the right to change these terms or cancel any promotions at any time without notice.