User Terms and Conditions

The following terms and conditions (the "**Agreement**") govern for DigiLeap Platform, all use of products, services, and associated features, including without limitation those found on DigiLeap website (*https://digileap.org/*), The DigiLeap Platform is offered by SEAS subject to your acceptance without modification of all of the terms and conditions contained herein and all other addendums, operating rules, policies and procedures that may be published from time to time through the DigiLeap by SEAS.

By clicking "I Agree" to the applicable sign-up form, or by using or assessing any part of the Service (defined below), you confirm that you have fully read, understood, and agreed to all of the terms and conditions contained herein; if you do not agree, do not use or access the Service.

As used in this Agreement, "**User**", "**you**" or "**your**" refers to individual consumers potentially or actually attending or participating in events or otherwise making use of the DigiLeap for other authorized purposes.

When used in this Agreement, "**SEAS**" refers to Sustainable Energy Association of Singapore (SEAS) (UEN: T06SS0142H), "**DigiLeap**" or "**Service**" refers to DigiLeap (the platform). Depending on where you are located and/or the server you choose, the SEAS entity you are contracting with for purposes of this Agreement is as follows:

If you are using the Service through *https://digileap.org/*, you are contracting with Sustainable Energy Association of Singapore (SEAS) (UEN: T06SS0142H) at <u>180 Kitchener Road</u>, <u>#06-10</u>, <u>City Square Mall Singapore 208539</u>.

SEAS reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time by publishing the updated Agreement on the Site or via the Service ("**Modification**"). Upon Modification, the updated Agreement shall immediately supersede the original Agreement and automatically take effect. If you disagree with any relevant amendment, you should immediately stop using the Service and cancel your DigiLeap account, if you have one. Your continued use of the Service following the Modification constitutes acceptance of those changes.

1. Scope Of Services.

DigiLeap serving as a nexus for professional development, industry-specific networking, and project collaboration, DigiLeap equips both Individuals and Companies with the tools needed for success in their respective fields. By registering on DigiLeap, Users affirm their adherence to the following Terms & Conditions.

Definitions:

- 1. Users
 - User: An entity engaging with the DigiLeap platform, classified into two categories: (1) Individuals professionals seeking networking, skill development, and collaborative opportunities, and (2)
 Companies businesses or organizations aiming to expand their market reach, collaborate on
 projects, and access industry-specific talent and opportunities.
 - b. Individual User: A professional registering on DigiLeap with their personal credentials to access a suite of services focused on personal growth, networking, and participation in industry events and projects.
 - c. Company User: A business or organization registering on DigiLeap with its corporate credentials to engage in networking, seek out talent, initiate projects, tender for opportunities and participate in industry-specific events and discussions.
- 2. Project & Opportunities
 - a. Project: A multifaceted initiative within DigiLeap that may include numerous opportunities for the provision of solutions, services, and financing.
 - b. Opportunity: A specific scope of work, task, or assignment within a Project, available for expression of interest by Users.
 - c. Expression of Interest (EOI): A structured method allowing Users to submit their interest for specific Opportunities within Projects.

- 3. Events, Group, Chat, and Learning Courses
 - a. Events: Events tailored to particular sectors, offering networking, learning, and collaboration opportunities to Users.
 - b. Focus Group: A segment of Users sharing common interests, facilitated by DigiLeap to foster discussions, idea exchange, and collaborative ventures.
 - c. Chat Feature: An in-platform communication tool designed for idea sharing, discussing Projects, and fostering collaborations among Users.
 - d. Learning Courses: Educational and training programs offered to aid the career development of Individual Users and support Companies in enhancing their team's professional skills.

Service Overview:

DigiLeap is committed to providing an extensive range of services to boost networking, project involvement, and continuous education for both Individual and Company Users:

- 1. Personalized User Profiles: Profiles showcasing users' professional background, project history, and achievements to promote individual talents or company capabilities.
- 2. Collaborative Projects: An arena for both Individual and Company Users to initiate, join, or contribute to projects encompassing multiple opportunities suited for diverse talents and business needs.
- 3. Simplified EOI: A dynamic process enabling users to express their interest in specific project opportunities, fostering a competitive yet collaborative business environment.
- 4. Customized Events and Workshops: A series of events designed for various industries, providing avenues for learning, networking, and industry insight exchange tailored to the needs and interests of both user groups.
- 5. Exclusive Focus Groups: Niche community groups bringing together like-minded users to engage in meaningful discussions, share insights, and collaborate on innovative ideas.
- 6. Direct Messaging and Collaboration: A real-time chat feature facilitating direct communication and collaboration opportunities between Individual and Company Users.
- 7. Enhanced Learning Opportunities: A diverse collection of training sessions, courses, and workshops aimed at fostering personal growth for Individual Users and professional development for Company Users.

2. Account And Access

- 1. SEAS may require you to register to use the Service. You hereby acknowledge that when you complete the registration procedures or otherwise use the Service in such a manner as permitted by SEAS, you represent and warrant that you meet all the requirements under this Agreement and are in full compliance with all applicable laws and regulations of your local jurisdiction. Please create a strong password according to best practices and keep your account and password information private. You agree to notify SEAS immediately if your password or account is used without authorization or in case of any other security incident, and except for otherwise stipulated by laws, you agree and acknowledge that SEAS will not be liable for any direct or indirect loss or damages caused under such circumstance. Unless allowed under applicable laws or judicial rulings and expressly approved by SEAS, your account name and password may not be assigned, bestowed or inherited in any manner. You agree to immediately notify SEAS of any unauthorized use of your password or account or any other breach of security. You are responsible for (and we will hold you responsible for) any activities that occur under your account.
- 2. SEAS may change, suspend or discontinue any aspect of the Service at any time for any reason. SEAS may also impose limits on certain features and services or restrict User's access to parts or all of the Service without notice. You agree that SEAS will not be liable to you or any third-party as a result of its termination of your access to the Service. Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all the data associated with it.
- You represent and warrant that if you are an individual, you are at least 13 years old. If you are under 13 years old, you may only use the Service under the supervision of a parent or legal guardian who manages your use and/or account.
- 4. User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to and access the Service, including, without limitation, modems, hardware, software, computers, internet

service, and long distance or local telephone service. User shall be responsible for ensuring that such equipment or ancillary services are compatible with the Service.

3. Site Content

- 1. Except as otherwise specified in this Agreement, User agrees that all content and materials delivered via the Service by SEAS or event organizers or otherwise made available by SEAS or event organizers as part of the Service on the Site or elsewhere (collectively, "Content") may be protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized by the Content owner in writing, User agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or Content whether expressly protected or not. However, User may print or download a reasonable number of copies of the materials or Content provided as part of the Service for User's own informational purposes; provided, that User retains all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any Content, materials or design elements on the Service for any other purpose is strictly prohibited without the express prior written permission of SEAS.
- 2. SEAS acknowledges and agrees that the intellectual property rights with respect to the content generated by the User belong solely to the User.
- 3. Use of Content for any purpose not expressly permitted in this Agreement is prohibited. Any rights not expressly granted herein are reserved.

4. Use of the DigiLeap Service

- User represents and warrants (i) User's use of the Service will comply with all applicable laws and regulations (including with respect to privacy, cyber security and data protection), (ii) no content (such as documents, discussions, data, information, trademarks/logos, etc.) or User submissions to the Service ("User Content") will infringe or otherwise violate any third party intellectual property rights or any applicable laws or regulations, and (iii) User's use of the Service will not conflict with any obligations User has to any third party.
- 2. SEAS reserves the right to remove any User Content from the Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content or upon the request by such User), or for no reason at all.

5. Restrictions

- 1. User shall not submit any information to the Service that is false, misleading or inaccurate.
- 2. User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Content, or in any way reproduce or circumvent the navigational structure, security controls or presentation of the Service or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service. SEAS reserves the right to bar any such activity.
- 3. User shall not attempt to modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, sublicense or distribute any software program or applications providing the Service.
- 4. User shall not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any SEAS server, or to any of the services offered on or through the Service, by hacking, password "mining", or any other illegitimate means.
- 5. User shall not probe, scan or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service. User shall not reverse look-up, trace or seek to trace any information of any other user or visitor to the Service, or any other customer of SEAS, including any SEAS account not owned by User, to its source, or exploit the

Service or any service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the Service.

- User shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or SEAS' systems or networks, or any systems or networks connected to the Service or to SEAS.
- 7. User shall not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person's use of the Service.
- 8. User shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal User sends to SEAS on or through the Service. User shall not, in connection with the Service, pretend (e.g., through impersonation) that User is any other individual or entity.
- 9. User shall not use the Service for any purpose that is unlawful or prohibited by this Agreement, or which infringes the rights of SEAS or others.
- 10. User shall not use the Service for any purpose that violates any applicable law or regulation, in any jurisdiction.

6. Service Availability

SEAS will use commercially reasonable efforts to ensure proper backups and maintain the hardware and/or software involved in providing the Services with a high level of quality and performance consistent with industry standards. SEAS reserves the right to designate time periods during which it may limit or suspend the availability of the Services to perform necessary backup, maintenance or upgrades. SEAS and its subcontractors reserve the right to perform any required, emergency maintenance work outside of the scheduled maintenance without prior electronic mail or other notice to User.

7. Third Party Sites

The Service may permit Users to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site or the Service. These other websites are not under SEAS' control, and User acknowledges that SEAS is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by SEAS. User further acknowledge and agrees that SEAS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, information, or services available on or through any such website or resource. SEAS may delete any link, using its reasonable discretion.

8. Intellectual Property Sites

DigiLeap and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by Singapore and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. If you wish to make any use of material on DigiLeap other than that set out in this Terms and Conditions, please contact us.

- 1. The terms of this Agreement permit you to use DigiLeap for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on DigiLeap, except as follows:
 - a. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - b. You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - c. You may print one copy of a reasonable number of pages of SEAS for your own personal, noncommercial use and not for further reproduction, publication or distribution. 1.4 If we provide desktop,

mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

- 2. You must not:
 - a. Modify copies of any materials from this site.
 - b. Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
 - c. Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
 - d. Access or use for any commercial purposes any part of SEAS unless otherwise agreed upon or any services or materials available through SEAS.
- 3. Trademarks:
 - a. The Company name, DigiLeap, and all related names, logos, product and service names, designs and slogans are trademarks of the Company. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this DigiLeap are the trademarks of their respective owners.

9. Indemnification

User is responsible for all of its activity in connection with the Service. User shall defend, indemnify, and hold harmless SEAS, and each of its employees, contractors, directors, suppliers and representatives from all liabilities, claims, expenses, and damages (whether direct, indirect, incidental, consequential or otherwise), including reasonable attorneys' fees, that arise from or in connection with (i) your use or misuse of the Service, (ii) your access to any part of the Service, (iii) your Content and/or links, (iv) your dispute(s) with any third party(ies), (v) your violation of this Agreement, or (vi) your violation of any applicable law.

10. Disclaimer, Limitation Of Liability

- 1. Disclaimer of Warranties. The service is provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. SEAS makes no warranty that (i) the service is free of viruses or other harmful components, or (ii) the results of using the service will meet user's requirements. In the event that some jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.
- 2. Limitations of Liabilities. In no event shall SEAS, its officers, directors, employees, agents, payment processing partners, vendors or suppliers be liable under contract, tort, strict liability, negligence or any other legal theory with respect to the Service (or any content or information available through the Service): (i) any failure to perform its obligations hereunder where such failure results from any cause beyond SEAS' reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference), (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), (iii) or for any errors or omissions in any content or information or for any loss or damage of any kind incurred as a result of user's use of any content or information posted, emailed, transmitted or otherwise made available at or through the Service.
- 3. In no event will SEAS' aggregate liability (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from or related to this Agreement, exceed the amount of fees received by seas under this Agreement during the 12 months preceding the date on which such liability arose, less aggregate damages previously paid by user under this Agreement. No action, regardless of form, arising out of any acts or omissions relating to this Agreement may be brought by user more than one year after the occurrence of such act or omission.
- 4. No indirect damages. In no event will SEAS be liable for any indirect, incidental, special or consequential, damages (including without limitation, liabilities related to a loss of use, profits, goodwill or savings or a loss or damage to any systems, records or data, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, even if advised in advance or aware of the possibility of any such loss or damage.

5. The foregoing limitations shall not apply to the extent prohibited by applicable law.

11. Term; Termination

- SEAS may terminate User's access to all or any part of the Service at any time, with or without cause, effective upon notice thereof to User. SEAS may immediately suspend the Service in the event User breaches this Agreement or otherwise takes an action that SEAS determines (in its discretion) may harm SEAS or the Service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability and dispute resolution provisions.
- 2. You may terminate your access to the Service by contacting us through info@digileap.org to delete your account or delete it yourself from the settings. If you are a User using the Service without a registered account and you want to terminate this Agreement, you should stop accessing the Service, and this Agreement will no longer apply to you.

12. Data and Privacy

- 1. SEAS takes a variety of reasonable physical, electronic and administrative measures to protect your information and prevent your information and communication contents stored during the use of Service from being divulged, damaged or lost, including but not limited to SSL encrypted information storage.
- Please keep your account and password information confidential and protected. SEAS will not be held liable for lost or stolen data or for deletion or storage failure of relevant data on the Service for reasons that are attributable to you.
- 3. SEAS may use your data after anonymization for internal business purposes, including without limitation, to help us improve the content and functionality of the Service, to better understand our Users, to improve the Service, to protect against, identify or address wrongdoing, to enforce the terms of this Agreement, to provide you with customer service, and to generally manage the Service.
- 4. SEAS may use your data to contact you in the future for our marketing and advertising purposes, including without limitation, to inform you about services or events SEAS believe might be of interest to you, to develop promotional or marketing materials and provide those materials to you, and to display content and advertising on or off the Service that SEAS believe might be of interest to you.
- 5. If SEAS intends to use any data in any manner that is not consistent with the terms of this Agreement, you will be informed of such anticipated use prior to or at the time the data is collected, and SEAS will obtain your consent for such use.
- 6. In an ongoing effort to understand and serve our Users better, SEAS often conduct research on User demographics, interests and behavior based on data that SEAS has collected. This research is typically conducted on an aggregate basis only that does not identify you. SEAS may share aggregated non-identifiable data with third parties for a variety of reasons, including, without limitation, to improve the Service and identify User needs.
- 7. Please refer to the SEAS Privacy Policy for more detail on privacy terms and SEAS' use of data. You are obligated to comply with all applicable laws and regulations with respect to privacy related issues in your use of the Service.
- 8. The User represents and warrants User's use of the Service will comply with all applicable laws and regulations (including with respect to privacy, cyber security and data protection).

13. Miscellaneous

1. No Waiver.

The failure of either User or SEAS to exercise in any respect any of their rights provided herein shall not be deemed a waiver of those rights or any other rights hereunder.

2. Severability.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

- Assignment. SEAS may transfer, assign or delegate this Agreement and its rights and obligations hereunder without consent.
- 4. Governing Law And Dispute Resolution.

If you are using the Service through <u>https://digileap.org/</u>, this Agreement shall be governed by and construed in accordance with the laws of Singapore. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) then in effect, which rules are deemed to be incorporated by reference in this clause. The arbitration proceedings shall be conducted in English. The seat of arbitration shall be Singapore. The arbitration award shall be final and binding upon both parties, and the parties agree to be bound by the award and to act accordingly. Judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

5. Entire Agreement.

This Agreement shall constitute the entire agreement between you and SEAS and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement.

6. No Partnership Or Agency.

No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and User does not have any authority of any kind to bind SEAS in any respect whatsoever.

7. Contact Information.

We appreciate your feedback and suggestions. If you are using the Service through https://digileap.org/, you may contact us via email at info@digileap.org, or by mail at the following address: 180 Kitchener Road #06-10, City Square Mall (Sky Park) Singapore 208539