

1. TALARIAX END USER LICENCE AGREEMENT

Thank you for selecting the Services (defined below in Section 1.1) offered by TalariaX Pte Ltd. Please review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between TalariaX and you, acting as a corporate representative or entity on whose computer the software is installed or used ("Customer").

1.1 By using the Service, you are confirming that you have read and understood and agree to be bound by the Terms and Conditions for sendQuick services ("Services") which is documented in this document below.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 The Customer acknowledges that all intellectual property rights relating to sendQuick, the Services, the applications and the trade marks, brand names, logos, and brand identifiers used by TalariaX in relation thereto belongs solely to TalariaX. Any infringement of TalariaX's intellectual property rights is punishable under the laws of Singapore and that of all other relevant jurisdictions.

2.2 TalariaX has sole and exclusive ownership of all rights, titles and interests in the Services and applications, trademarks, brand names, logos, and brand identifiers relating thereto (including ownership of all trade secrets, copyrights, and other intellectual property rights pertaining thereto). Customers shall not use the Services in any manner not expressly provided in this agreement. In no case shall the applicant acquire any right, title or ownership in or to the Services, related applications or any other associated intellectual property of TalariaX and shall keep it free and clear of all claims, liens and encumbrances.

3. WARRANTY

3.1 TalariaX will use best efforts to deliver the messages in a timely manner. TalariaX disclaims all liabilities for late, non-delivery, wrong delivery and other errors in delivery, including the message content, of the messages and other liabilities (direct and consequential) that may have resulted from the delivery process of the messages.

4. INDEMNITY & CONFORMITY TO THE SPAM CONTROL ACT

4.1 The Customer agrees and confirms that the messages sent are not unsolicited messages and has obtained consent from the recipient(s) to receive such messages. The Customer further confirms that the mobile numbers of the recipients were obtained in a reasonable method and does not infringe any anti-spam regulations imposed by the Singapore government or other relevant authorities.

4.2 The Customer must provide a mobile telephone number to which the recipient may submit an unsubscribe request by text or multi-media messaging and a statement to the effect that the recipient may use the telephone number or facsimile number, provided in the unsolicited commercial electronic message to submit an unsubscribe request, or a statement to similar effect and ensure that the unsubscribe request is effected as soon as possible.

4.3 The Customer represents and warrants that the mobile numbers of the recipients are not obtained through the use of a dictionary attack as defined in the Spam Control Act ("Act"). Dictionary attack, as defined in the Act means the method by which the electronic address of a recipient is obtained using an automated means that generates possible electronic addresses by combining names, letters, numbers, punctuation marks or symbols into numerous permutations.

4.4 TalariaX reserves the right, at its sole discretion, to remove, delete or refuse to process the materials (messages and phone numbers) that violates or deemed to have violated any provisions of this agreement or when TalariaX in its sole discretion determines that the materials may violate any applicable laws of the Republic of Singapore or do not conform with industry best practices.

4.5 The Customer hereby agrees to indemnify and hold TalariaX free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses including reasonable attorney's fees and court costs, relating to, resulting from or in any way arising out of the Customer's use of the Services and/or any breach by the Customer of this Agreement.

4.6 TalariaX's liability (if any and subject to Clause 3.1 above) for any direct damages resulting from fraud or gross negligence shall not be more than the monetary sums received by TalariaX from the Customer for the period of 6 months prior to the act or omission that caused the said direct damages, less any direct and in-direct cost that had been incurred in the delivery of the service. TalariaX shall not be liable for any legal cost undertaken by the Customer.

4.7 In any event, and notwithstanding anything contained in this agreement, in no circumstances shall TalariaX be liable for (a) any damages other than as a direct result of fraud or gross negligence of TalariaX or (b) the loss of or damage to revenues, profits or goodwill or other special, incidental, indirect or consequential damages to the applicant of any kind, resulting from TalariaX's performance or failure to perform any obligation under this agreement or resulting from the furnishing, performance, use or loss of use of any data, information or other property of the Customer, including without limitation any interruption of the Customer's business, whether resulting from breach of contract or otherwise.

5. GENERAL PROVISIONS

5.1 All messages sent by TalariaX are chargeable, in accordance to the rate specified in this agreement.

5.2 All Pre-Paid values (and messages) will expire after 12 months from the activation date. All unused message credits will be forfeited.

5.3 The Customer shall bear all applicable charges for services required for and/or ancillary to the use of the Service including, but not limited to, Internet charges, SIM card charges and others, where applicable.

5.4 TalariaX reserves the right to store, backup, review and delete the messages in the sendQuick system for the purpose of system administration or as required by regulation or the law of Singapore, when required.

5.5 TalariaX reserves the right, at its sole discretion, to add, change, amend or delete any term or terms in this agreement without prior notice.

5.6 The Customer confirms that the information given herein is true, correct and complete. The Customer further agrees to the terms and conditions as stated in this agreement.

5.7 The Customer agrees that all representations and warranties made in this agreement are continuing obligations and all representations and warranties are deemed to be repeated and true and correct throughout the term of this agreement.

5.8 A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap53B) to enforce any of its terms.

5.9 The Customer is solely responsible for complying with the applicable laws relating to the Customer's use of the Services.