



BACKBONE

18 January 2025

TERMS OF USE

These terms of use (this "Agreement") constitute a binding agreement between you and Backbone Pte. Ltd. (UEN 202300023W) ("Backbone", "we", "our" or "us"). This Agreement describes the terms upon which you may use the web application hosted at backbone.sg, its sub-domains, or any other domains owned and operated by Backbone (collectively, the "Platform") and the features provided by Backbone via the Platform (the "Features"). The Platform and Features together constitute our services (the "Services"). You should review the entire Agreement carefully, as all terms are essential and together form this Agreement applicable to you.

By accepting this Agreement or using any of the Services, you acknowledge and agree to all of these terms. If you do not agree to comply with these terms, you must not use the Services.

1. Usage

- 1.1. **Use right:** We grant you a non-exclusive, non-transferable and non-sublicensable right to use the Services (the "Use Right"), provided that you comply with all the terms of this Agreement.
- 1.2. **Jurisdictional restrictions:** The Use Right is offered and governed solely under the laws of Singapore. By using the Services, you represent and warrant that you are not accessing the Services from a jurisdiction where additional legal or regulatory requirements, including the European Union's General Data Protection Regulation, would apply to this Agreement. We are not obligated to comply with any laws, regulations, or governmental requirements of jurisdictions other than Singapore.
- 1.3. **Ownership:** All title and intellectual property rights (including patents, trademarks, service marks, copyrights, and know-how) in the Services and any related documentation remain our exclusive property or that of our licensors.
- 1.4. **Restrictions:** We reserve all rights not expressly granted in this Agreement. For clarity, you may not:
 - 1.4.1. Copy, reproduce, or duplicate the Services;
 - 1.4.2. Sell, resell, rent, lease, lend, sublicense, distribute, transfer, or commercialise the Services or Use Right in any way;

BACKBONE PTE. LTD.

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- 1.4.3. Allow access to the Services through unauthorised means;
- 1.4.4. Circumvent, disable, or interfere with security features or access controls;
- 1.4.5. Use the Services in a manner that could damage, disable, overburden, or impair functionality;
- 1.4.6. Modify, alter, or tamper with any aspect of the Services;
- 1.4.7. Reverse engineer, decompile, disassemble, or attempt to derive the source code;
- 1.4.8. Use automated scripts, bots, or other automated methods to access or interact with the Platform;
- 1.4.9. Use the Services for competitive analysis or to develop competing products or services;
- 1.4.10. Use the Services in high-risk activities where failure could lead to death, personal injury, or environmental damage;
- 1.4.11. Conduct security testing without our prior written consent; or
- 1.4.12. Use the Services for any unlawful purposes or in violation of any applicable laws.

2. Security

- 2.1. **Login credentials:** Your login credentials must not be shared with others or used by more than one individual.
- 2.2. **Permitted Users:** You may authorise individuals ("Permitted Users") to access and use the Services only if they are your employees, contractors, or agents, and provided that:
 - 2.2.1. The total number of Permitted Users does not exceed your subscription limits, if any;
 - 2.2.2. Each Permitted User is made aware of and complies with this Agreement; and
 - 2.2.3. You remain fully responsible for all acts and omissions of your Permitted Users.
- 2.3. **Access:** You must implement and maintain controls to ensure that usage of the Services is strictly limited to you and Permitted Users, including promptly revoking access to the Platform and associated email services as necessary.

3. Data and privacy

- 3.1. **User Data:** When you upload or input data into the Platform ("User Data"), we do not claim ownership of such data. However, you grant us and our affiliates a free, non-exclusive, global licence to use, copy, transmit, store, analyse, back up, host, reproduce, modify, and create derivative works from the User Data as necessary to provide and improve the Services.). User Data includes personal data belonging to you or others and allows you to access and use the Services. It also enables us to enhance, develop, and protect our products and services, create new offerings, communicate with you, send information aligned with your marketing preferences, and share data with third-party service providers and partners to support these objectives.
- 3.2. **Data retention:** We will retain User Data for a maximum of 7years. Data exceeding this retention period may be discarded without prior notice. Additionally, upon termination of this Agreement, we may discard User Data 30 days after the termination date. In the case of data associated with paid Features, such data may be discarded if the corresponding Fees remain outstanding for 30 days.
- 3.3. **Derived Data:** We may use User Data to compile anonymous statistics and train our systems ("Derived Data"). We own all rights in:
- 3.3.1. The Derived Data;
 - 3.3.2. Any systems, models, or algorithms trained using the Derived Data;
 - 3.3.3. Any improvements to our existing systems; and
 - 3.3.4. All resulting products, services, or derivative works.
- 3.4. **Feedback:** Notwithstanding Clause 3.1, If you provide suggestions or feedback ("Feedback") about our Services, all rights in the Feedback belong exclusively to us. You hereby irrevocably transfer and assign to us all such rights. You also agree not to assert any moral rights against us solely to enable us to exercise the rights granted under this Agreement.
- 3.5. **Data loss:** Data loss is an unavoidable risk when using any technology. While we perform regular backups, these are for our administrative purposes and are not guaranteed. You are responsible for maintaining your own copies of the data.
- 3.6. **Privacy Policy:** Our Privacy Policy, as updated periodically and published on our website, forms part of this Agreement and is incorporated by reference.

4. Maintenance and downtime

- 4.1. **Availability:** While we strive for continuous availability of the Services, we do not guarantee uninterrupted access. Temporary suspensions may occur due to:



- 4.1.1. Planned maintenance, where we will endeavour to notify you in advance;
 - 4.1.2. Circumstances beyond our reasonable control, including technical failures, acts of war, acts of terror or other civil unrest, acts of vandalism, natural disaster or other acts of god, strikes, unavailability of energy sources, acts of government, pandemics, epidemics or acts undertaken by third parties, including without limitation, distributed denial of service attacks ("Force Majeure Events").
- 4.2. **Downtime compensation:** At our sole discretion, we may provide compensation for system-wide downtimes exceeding eight consecutive hours in the form of service credits. Such compensation:
- 4.2.1. Excludes planned maintenance and Force Majeure Events;
 - 4.2.2. Does not establish precedent for future cases; and
 - 4.2.3. Applies only to paid Features.
- 4.3. **Modifications:** We frequently update and enhance the Services. In some cases, features may be discontinued. We will endeavour to notify you in advance of material changes.

5. Integrated Applications or Services

- 5.1. **Third-party integration:** The Platform may integrate with third-party applications or services ("Integrated Services") to enhance functionality. These Integrated Services are provided by their respective providers and are subject to separate terms and conditions.
- 5.2. **No endorsement:** The inclusion of Integrated Services does not imply endorsement or affiliation.
- 5.3. **Disclaimer of liability:** We are not liable for issues arising from the use of Integrated Services, including data loss, security breaches, or service disruptions caused by third-party providers.

6. Warranty & disclaimer

- 6.1. **As-is basis:** The Services are provided "as is" and at your own risk.
- 6.2. **No warranty:** We disclaim all warranties to the maximum extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that:
 - 6.2.1. The Services will meet your requirements or that it will be suitable for any particular purpose;

- 6.2.2. The Services is error free or uninterrupted; and
- 6.2.3. The Platform is free from viruses or other harmful components.
- 6.3. **No professional advice:** The use of the Services does not constitute the receipt of professional advice. Any content within the Platform or published in relation to the Services, including any correspondence (email or otherwise), brochure, explanations, wordings, formulas, functions and computational logics is for general informational purposes only and does not constitute accounting, tax, or other professional advice. Consult your advisors for specific advice.
- 6.4. **Liability exclusion:** To the maximum extent permitted by law, we exclude all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Services. If the law allows you to recover damages from us, even though this Agreement does not, you cannot recover more than you paid for the specific Feature or in the 12 months immediately preceding the date on which the claim giving rise to the liability arose, whichever lower.
- 6.5. **Indemnity:** You indemnify us against claims, costs, and losses arising from breaches of this Agreement by you or your Permitted Users.
- 7. Fees and payments**
 - 7.1. **Free Services:** Certain Features may be free. However, we reserve the right to modify, limit, or discontinue them at our discretion.
 - 7.2. **Fees:** Payment for paid Features must be made promptly:
 - 7.2.1. **Subscription fees:** Subscription fees are billed and payable in advance at the start of each billing cycle. Non-payment may result in the suspension or termination of your access to the specific Feature.
 - 7.2.2. **Pay-per-use fees:** For transactional features or pay-per-use Features, the applicable fees will either be payable or deducted from your available credits prior to execution.
 - 7.3. **Prepayments:** Prepayments are converted into non-refundable and non-transferable credits. These credits expire after 24 months from the date of prepayment.
 - 7.4. **Non-refundable payments:** All payments made to us are non-refundable under all circumstances.

7.5. **Pricing variations:** Fees may vary depending on the region associated with your account or features enabled. We reserve the right to review and update the selected region if it is determined that the Services are primarily being used outside the selected region or to benefit organisations or individuals outside the selected region.

7.6. **Fee changes:** We reserve the right to modify the fees or pricing applicable to the Services. We will endeavour to provide notice in advance.

7.7. **Taxes:** Unless otherwise stated, all fees indicated are exclusive of goods and services tax and any other applicable taxes. You agree to bear and pay all applicable taxes including goods and service tax and withholding tax (if any) at the prevailing rate imposed or levied on the service and our fees and other charges. You will pay us the full amount of fees, regardless of any deduction that you are required by law to make.

8. Termination

8.1. **Termination with notice:** This Agreement may be terminated by providing a 30-day advance written notice.

8.2. **Termination without notice:** We reserve the right to terminate this Agreement with immediate effect and without prior notice, if:

8.2.1. You breach any provision of this Agreements;

8.2.2. Your actions pose a risk of harm or liability to us or other users;

8.2.3. Required to do so by law or instructed by a regulatory authority; and

8.2.4. We reasonably believe there is a legal or regulatory risk in continuing to provide the Services, including situations where you or any Permitted Users:

(a) use the Services from a jurisdiction referred to in Clause 1.2 or a sanctioned country;

(b) are sanctioned, or your organisation is sanctioned; and

(c) make a payment using a stolen payment card or funds from a sanctioned person or sanctioned country.

8.3. **Consequences:** Upon termination, your access to the Services will be terminated. You are reminded of your statutory duties or obligations for record-keeping. You should export relevant data before the termination date. Your rights under this Agreement will immediately cease; however, this does not relieve you of any outstanding obligations under this Agreement.

9. General

- 9.1. **Definitions:** In this Agreement, unless the context requires otherwise:
- 9.1.1. words importing the singular number shall include the plural and vice versa;
 - 9.1.2. references to natural persons shall include bodies corporate and vice versa; and
 - 9.1.3. references in this Agreement to “including” shall mean “including without prejudice to the generality of the foregoing” and “including, but without limitation”.
- 9.2. **Changes these terms:** We reserve the right to amend these terms of use from time to time. Amendments will not be applied retrospectively. In the event of material changes to these terms, we will endeavour to provide you with notice before the changes become effective, except where immediate changes are necessary due to circumstances beyond our control. Notice will be provided via email. If any modified term is unacceptable to you, you may terminate this Agreement in accordance with its provisions. Continued use of the Services after the effective date of any changes constitutes your acceptance of those changes.
- 9.3. **Marketing:** We may refer to you and use your company logo when citing our experience in proposal documents, on our website, or in other marketing materials. You agree that we may do so, provided we do not disclose your confidential information.
- 9.4. **Waiver:** If either party waives any breach of any terms in this Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.
- 9.5. **Delays:** Neither party will be liable for any delay or failure in performance of its obligations under this Agreement if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.
- 9.6. **No third party rights:** We have no responsibility to any person other than you. Nothing in this Agreement intends to grant to any third party (including Permitted User, your clients or your contractors) any right to enforce any term of this Agreement or confers, or purports to confer, on any third party (including the Permitted Users) any benefits under this Agreement. The application of Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore, and any re-enactment thereof, is hereby excluded.
- 9.7. **No assignment:** You may not assign or transfer any rights to any other person without our prior written consent.
- 9.8. **Governing law:** This Agreement is governed by the laws of Singapore.



- 9.9. **Dispute resolution:** The courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). You and we agree to resolve disputes through binding arbitration or small claims tribunals. Disputes must be brought in the parties' individual capacities and not as part of a class or representative proceeding.
- 9.10. **Severability:** If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.
- 9.11. **Notices:** Any notice given under this Agreement by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to us must be sent to hello@backbone.sg or to any other email address notified by email to you by us. Notices to you will be sent to the email address which you provided when creating login credentials.