



Terms of Service

Thank you for partnering SiteSpade. These terms of service (the “Terms”) govern your access to and use of SiteSpade (“we” or “our”) websites and services (the “Services”). Please read them carefully before using the Services.

By using the Services you are agreeing to these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and representing that you have the authority to bind that organization to these terms. In that case, “you” and “your” will refer to that organization.

You may use the Services only in accordance with these Terms. You may use the Services only if you have the legal power and capacity to form a contract with SiteSpade. The Services will continue to evolve as we refine features and functionality. We may terminate, suspend, or modify the Services, in general or with respect to you, from time to time without cause or prior notice. We may also delete any content or data from the Services at our discretion.

All documents and information on the SiteSpade website are protected by copyright. Except as specifically permitted herein, no portion of the documents or information on this website may be reproduced in any form or by any means without the express written consent of SiteSpade.

Content and Liability Disclaimer

SiteSpade shall not be responsible for any errors or omissions contained on any SiteSpade website and reserves the right to make changes anytime without notice. Mention of non-SiteSpade products or services is provided for informational purposes only and constitutes neither an endorsement nor a recommendation by SiteSpade. All SiteSpade and third-party information provided on any SiteSpade website is provided on an “as is” basis.

SITSPADE DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION (INCLUDING ANY SOFTWARE, PRODUCTS, OR SERVICES) PROVIDED ON ANY SITSPADE WEBSITE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Some jurisdictions do not allow the exclusion of implied warranties, so the

above exclusion may not apply to you.

IN NO EVENT SHALL SITESPADE BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR SITESPADE SHALL NOT BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE OR LOSS OF USE, COST OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE ANY SITESPADE WEBSITE, ANY SITESPADE PRODUCT OR SERVICE. THIS INCLUDES DAMAGES ARISING FROM USE OF OR IN RELIANCE ON THE DOCUMENTS OR INFORMATION PRESENT ON ANY SITESPADE WEBSITE (INCLUDING ANY INFORMATION POSTED OR PLACED BY ANYONE OTHER THAN SITESPADE), EVEN IF SITESPADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Release of Information For Legal Reasons

We may release information concerning your use of the website as required by law and when we believe in good faith that such release is appropriate to protect our rights and/or comply with a judicial proceeding, court order or legal process served on us or the website.

Feedback Information

Any information provided to SiteSpade in connection with any SiteSpade website shall be provided by the submitter and received by SiteSpade on a non-confidential basis. Such information shall be considered non-confidential and property of SiteSpade. By submitting any such information to SiteSpade you agree to a no-charge assignment to SiteSpade of all worldwide rights, title, and interest in copyrights and other intellectual property rights to the information. SiteSpade shall be free to use such information on an unrestricted basis.

License to Use Our Services

Subject to these Terms, we grant to you a limited, non-exclusive, non-transferable license to use our Services for your internal use and not for resale or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms. Except for your pre-existing

rights and this license granted to you, we and our licensors retain all right, title and interest in and to our Services, including all related intellectual property rights. Our Services are protected by applicable intellectual property laws, including Singapore copyright law and international treaties. Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our Services; (ii) rent, lease or sublicense access to any of our Services; or (iii) circumvent or disable any security or technological features or measures of our Services.

Certain of our Services are provided at no cost and certain Services are subject to various fees. You must provide current, complete and accurate billing or credit card information. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on SiteSpade's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. You will make all required payments to SiteSpade free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to SiteSpade will be your sole responsibility, and you will, upon SiteSpade's request, provide SiteSpade with official receipts issued by appropriate taxing authorities, or such other evidence as SiteSpade may reasonably request, to establish that such taxes have been paid.

Access to Our Services

We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services (e.g., charges by Internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services.

We also reserve the right, in our sole discretion, to reject, refuse to post, or

remove any material that you post or submit for posting, and to restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

Restrictions

You must comply with all applicable laws when using our Services. Except as may be expressly permitted by applicable law, or as SiteSpade may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on our Services (collectively, “Service Content”) or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use our Services or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Services to another person; (iv) use any Services or Service Content for any purpose except for your own internal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Services; (vi) use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or (vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Services or any Service Content.

Privacy Policy

Our Services are designed to allow you to know your customers better and also assign tasks to field workers, communicate with your field workers and customers (“Users”), and view information pertaining to your field workers’ activity. SiteSpade does this in part using GPS and other sensors on devices running SiteSpade applications. Some information is automatically collected from or about your Users and field workers when you use our Services and may include, for example, geographic coordinates, phone numbers, names, and addresses.

You agree to comply with all applicable privacy and data protection regulations. Further, you agree to not use our service to send us sensitive information where unauthorized disclosure could cause material, severe, or catastrophic harm or impact to SiteSpade, any data subjects or relying parties. Sensitive Information includes:

- Passwords, authentication/authorization credentials
- Information under strict regulatory or contractual handling requirements including:
 - Credit Card Information including credit card numbers, CIV numbers (three digit codes for Visa and MasterCard, four digit code for American Express) and magnetic stripe information
 - NRIC / Social Security Numbers
 - Drivers License Numbers
 - Passport Numbers
 - Government Issued Identification Numbers
 - Financial Account Information
 - Health data
 - Biometric data
 - Personally identifiable information knowingly collected from children under the age of 13 or from online services directed toward children and
 - Real time geolocation data which can identify an individual.
- Business secrets deemed highly confidential (e.g., highly-confidential business strategies and communications, sensitive attorney-client privileged and confidential communications).

We collect, store, and use your User data on our servers to provide you with the ability to better maintain and improve your Services. We may also use data in an aggregated form for our own purposes. Our Services transfer data to servers that store User data in the Singapore and outside of Singapore. We only share User information with others under special circumstances as follows:

- With third parties who work on our behalf to provide your services;
- To comply with laws or to respond to lawful requests and legal process (provided that SiteSpade will endeavor to notify you if SiteSpade has received a lawful request for your information);
- To protect the rights and property of SiteSpade, our agents, customers, and others including to enforce our agreements, policies, and terms of use;
- In an emergency, including to protect the personal safety of any person; and
- For the purposes of a business deal (or negotiation of a business deal) involving sale or transfer of all or a part of our business or assets (business deals may include, for example, any merger, financing, acquisition, divestiture, or bankruptcy transaction or proceeding).

We provide you with access to your User data and ability to delete any of your User data. We also take commercially reasonable steps to safeguard User data.

You agree to provide appropriate notices to your Users about, and if required by applicable laws obtain appropriate consent from Users for, your information collection and use practices relating to your use of our Services and your use of cookies for tracking purposes. Appropriate notices may include notice in the form of a privacy policy posted on your site, in your mobile application.

We may also collect registration and other information about you as our customer through our Site. Our collection and use of information collected about you on our website is governed by our Privacy Policy, available at <http://SiteSpade.com/privacy/>. Our Privacy Policy does not cover information we collect about your Users on your behalf from your mobile and web properties. It is your obligation to provide your own privacy policy or notice to your users.

Restricted Areas of the Services

Certain parts of our Services, including account management features, may be password-restricted to registered users or other authorized persons (“Password-Protected Areas”). If you are authorized to gain access to any Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or our Services that is known to you.

Solutions

Information contained in this site may contain references to SiteSpade solutions or programs that are not announced or available in all countries. Such references do not imply that SiteSpade intends to announce such solutions, programs or services in any particular country. Consult your local SiteSpade representative or email SiteSpade at findout@SiteSpade.com for

information regarding the solutions and services that are available to you. SiteSpade's obligations with respect to its products and services are governed solely by the license and/or service agreements under which they are provided. If you obtain a product or service from SiteSpade from this website that is provided without an agreement, that product or service is provided "AS-IS" with no warranties whatsoever, express or implied, and your use of that product or service is at your own risk.

Links to Third-Party Sites

The SiteSpade websites may contain links to third-party sites. Access to any website linked to any SiteSpade website is not the responsibility of SiteSpade and SiteSpade is not responsible for the accuracy, or reliability of any content on such websites. Further, the presence of a link to a third-party site does not mean that SiteSpade endorses that site, its products, or views expressed there. SiteSpade provides these links merely for convenience and the presence of such third-party links are not an endorsement or recommendation by SiteSpade. LIMITATION OF LIABILITY IN NO EVENT WILL SITESPADE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THIS WEBSITE, OR ON ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF SITESPADE IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law and Jurisdiction

Enforcement of any dispute relating to these Terms will be governed by the laws of Singapore, excluding its conflict and choice of law principles. Any dispute arising hereunder shall be submitted to confidential binding arbitration in the Arbitration Centre, Singapore for the maximum judgment enforceable, except that to the extent Customer has in any manner violated or threatened to violate SiteSpade's intellectual property rights, SiteSpade may seek injunctive or other appropriate relief in the courts of Singapore. Customer hereby consents to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the courts of Singapore. Arbitration under this Agreement

shall be conducted pursuant to the existing International Arbitration Rules at the Singapore Arbitration Centre. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The parties each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim is initiated in court rather than in arbitration we each waive any right to a jury trial. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. The terms and conditions which by their nature are intended to survive termination of these Terms shall survive, including Restrictions, Disclaimer of Warranties, Feedback, Indemnity, and Limitation of Liability.

Trademarks

The trademarks, logos, and service marks (collectively “Trademarks”) appearing on the SiteSpade website are the property of SiteSpade Pte Ltd. Nothing contained on the SiteSpade website should be construed as granting any license or right to use any Trademark without the prior written permission of the party that owns the Trademark. In particular, the SiteSpade logo is a trademark of SiteSpade Pte Ltd. in the Republic of Singapore.

Contacting Us

If you have any questions or concerns about our Services or these Terms, you may contact us at:

SiteSpade Pte Ltd

Paya Lebar Square

60 Paya Lebar Road

#10-35, Singapore 409051

or by email at sales@SiteSpade.com.

Sept 2016