
TERMS & CONDITIONS

This is an agreement between the Customer (as defined below) and SourceSage (Pte Ltd), the owner behind SourceSage Online Store Solution (“Agreement”).

Welcome to <https://sourcesage.co>, a website of SourceSage Online Store (“SourceSage”, “our”, “we”), operated by SourceSage (Pte Ltd). This page explains the terms of use for our website, online services, and promotional materials for SourceSage Online Store. Our services are offered to you on the condition of your full acceptance of the enclosed terms and conditions. By accepting these terms and conditions, you consent to SourceSage collecting, using and disclosing your personal data for the purposes stated in this agreement and hereby agree to the use of SourceSage.

- DEFINITIONS

In this agreement:

- 1.1. “SourceSage” encompasses all intellectual property and promotional materials created by SourceSage (Pte Ltd) on the SourceSage Online Store builder platform.
- 1.2. “Customer” or “You” means one or all of the persons who have visited and/or register and/or open an account and /or purchased “Products” from the Company via SourceSage
- 1.3. “Merchant” means Companies or Individuals who are registered sellers who open Online Stores on SourceSage Online Store platform and parties to this Agreement.
- 1.5. “Offers” refer to the Products listed by Merchants on SourceSage Online Store.
- 1.6. “Order” refer to the Customer’s action of clicking on the “Direct Buy” or “Add to Cart” button on SourceSage.
- 1.7. “Products” shall include all goods and services provided by the Companies or Individuals to the Customer.
- 1.8. “SourceSage Online Store” means all Merchants which set up Online Stores on SourceSage platform.
- 1.9. “Small Medium Enterprise” (“SME”) comprises all companies with an annual sales turnover of not more than SGD 100 million OR an employment size of not more than 200 workers.
- 1.10. “Subscription Payments” refers to monthly or annual subscription fees payable by Merchant for using SourceSage Online Store
- 1.11. “Website” refers to <https://sourcesage.co>.

- **REGISTRATION, PASSWORD, SECURITY AND COOKIES**

If any portion of the Website requires you to register or open an account, you must provide us with accurate, complete and updated registration and company information. You may also be asked to choose a login name and a password. Please select a password that would not be obvious to someone trying to guess your password.

You shall not disclose to any person your password and shall not permit or authorize any person to use your login name or password for any purpose whatsoever.

SourceSage may treat any access to or use of the Website at any time by the use of your login name and password as access to or use of the Website by you, notwithstanding that it may have been used by any other person without your knowledge or authority.

Upon learning that any person has acquired knowledge of your password or has used your password to access or use the Website or effect any transaction (whether with or without your knowledge and consent), you shall:

- A. immediately notify SourceSage thereof;
- B. at SourceSage's request, make a police report thereof;
- C. provide SourceSage with any other information relating thereto as SourceSage may require; and
- D. immediately change the password.

SourceSage takes certain industry-accepted precautions to secure the Website or portions thereof. However, you agree that such precautions do not guarantee that use of the Website is invulnerable to all security breaches, nor does SourceSage make any warranty, guarantee, or representation that use of the Website is protected from all viruses, worms, Trojan horses, and other vulnerabilities.

During your use of the Website, we may issue to, and request from your computer blocks of data known as "cookies" to enable more convenient browsing when you revisit the Website. A cookie is a type of data which is sent from the Website to your Internet browser software, and is stored on your computer. Storing cookies does not have any adverse effect on your computer. You must not alter any cookies sent to your computer from the Website and you must ensure that your computer sends correct and accurate cookies in response to any relevant request from the Website.

- **PRIVACY**

When you access the Site, we may collect the following information:

- Anonymous web statistics collected as you browse the Site
- Personal information you knowingly provide us

Some portions of the Site may require that you provide your personal information.

Personal information refers to all and any information relating to you (including, but not limited to your name, contact number, email address and mailing address) obtained by us via your access to or use of this Site.

We may use your personal information for planning, research, design and marketing of services, rendering assistance to law enforcement, government or regulatory agencies, or complying with any applicable laws or any order of court.

Any information disclosed in the public areas of the Site (such as message boards and forums) becomes public information. You should exercise caution when disclosing your personal information in this way.

- **CONTENT AND RELATED USER CONDUCT**

You understand that you are responsible for any content that you post or transmit on or through the Site.

You agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to SourceSage or any of its customers or users of the Site by any means.

You agree to use the Site in a manner consistent with all applicable laws and regulations. Specifically, you will not use the Site to post, transmit, distribute, link to, or solicit content that:

- contains any advertising and promotional message;
- violates or infringes any laws, regulatory requirements or codes applicable in Singapore;
- infringes or violates any copyright, trademark or any other intellectual property, personal or proprietary rights of any person, or violates any obligation of confidence or any other proprietary right;
- contains any obscene, offensive, defamatory or otherwise actionable material;
- undermines the security or integrity of the Site, including without limitation by importing any viruses, Trojan horses, time bombs or other disabling devices intended to detrimentally

interfere, damage, surreptitiously intercept or expropriate such equipment, systems or networks;

- contains any errors, whether technical or otherwise; or
- contains any material in any form that would otherwise render SourceSage liable or expose SourceSage to any proceedings whatsoever

You may not use any robot, spider, or other automatic or manual device or process to monitor or copy our web pages or any portion of the content contained herein without SourceSage's express written permission.

You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or to impose an unreasonable or disproportionately large load on the servers serving the Site.

SourceSage shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any content that is available via the Site. Without limiting the foregoing, SourceSage shall have the right to remove any content that violates these Terms or is otherwise objectionable.

- **CONTENT POSTED OR SUBMITTED TO SOURCESAGE**

You agree to grant to SourceSage a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to public areas of the Site (such as message boards, forums, member profiles, yellow pages, job folders or other features that allow users to post information that will be accessible by the public or the user population generally) by all means and in any media now known or hereafter developed. You also grant to SourceSage the right (though you acknowledge and agree that SourceSage shall not be so obliged) to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against SourceSage for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us.

Except for any personal, individually identifying information which we have agreed to keep confidential, any feedback, data, answers, questions, comments, suggestions, plans, ideas or the like that you send to us via the Site, via email or otherwise, will be treated as being non-confidential and non-proprietary. We assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others

without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in information that you send us for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information.

- **POSTINGS BY THIRD PARTIES AND HYPERLINKS TO THIRD PARTY**

WEBSITES This Site contains hyperlinks to other websites which are neither maintained nor controlled by SourceSage, or may contain content posted on or via the Site by third parties. Therefore, SourceSage shall not be responsible for any errors or omissions in any content in the Site, or the content, products or services of any hyperlinked website or any hyperlink contained in a hyperlinked web site, nor for the privacy and security practices employed by these other website, and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed via the Site, or arising from access to those websites. Use of the Site and any hyperlinks and access to such hyperlinked websites are entirely at your own risk.

You acknowledge that SourceSage has no control over and excludes all liability for any material on the Internet which can be accessed by using the Site. Neither can we be deemed to have endorsed the content.

- **HYPERLINKS FROM THIRD PARTY WEBSITES**

You agree that caching, hyperlinking to, and framing of the Site or any of the contents are strictly prohibited.

SourceSage reserves all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.

- **INDEMNITY**

You agree to indemnify, defend and hold harmless SourceSage, its directors, officers, employees, suppliers, licensors, agents, and any third party content providers, from and against any losses, damages, claims, costs, expenses, demands, and actions, due to or arising out of your use of the Site, your access or connection to the Site, your violation of these Terms, or your violation of any rights of another. These obligations will survive any termination of your relationship with SourceSage for your use of the Site. SourceSage

reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with SourceSage in asserting any available defences.

- **DISCLAIMER OF WARRANTIES**

You expressly understand and agree that:

You assume total responsibility and risk for your use of the Site and the Internet. SourceSage does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Site, any merchandise, information or service provided through the Site or on the Internet generally, and SourceSage shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. The Site and any software made available on the Site are provided on an "as is, as available" basis.

SourceSage makes no warranty that (i) the Site will meet your requirements or will always be accessible, (ii) the Site will be uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code, (iii) the results that may be obtained from the use of the Site will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Site will meet your expectations, and (v) any errors in the Site will be corrected.

Any content downloaded, uploaded or otherwise obtained through the use of the Site is done at your own discretion and risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site or on the Internet generally.

- **LIMITATION OF LIABILITY**

SourceSage does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed on the Site or other contents accessible from the Site. In no event shall SourceSage be liable for any incidental, consequential, direct, indirect or any losses or damages whatsoever (including, but not limited to, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or business interruption, or any other loss, whether in an action of contract, negligence or other tortious action), arising out of or in connection with the use of or inability to use the Site, delays, inaccuracies or errors in the information or in the transmission of the Site, or any information or transactions provided on

or over the Site or downloaded or hyperlinked from the Site, or performance of the content on this Site, even if SourceSage has been advised of the possibility of such damages.

If you are dissatisfied with any portion of the Site, or with any of the Terms, your sole and exclusive remedy is to discontinue using the Site.

- **INTELLECTUAL PROPERTY RIGHTS**

Content (including, but not limited to, information, communications, software, images and sounds contained on or available through the Site) is provided by SourceSage, its content providers and third party licensors. The intellectual property rights to or over the contents contained in each Site belong to SourceSage, its content providers and/or third party licensors. All rights are reserved. The contents of the Site cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of SourceSage. Without prejudice to the foregoing, you agree that the material and content contained within or available through the Site may not be used for commercial purposes or distributed commercially.

Your access to or use of the Site should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the trademarks, tradenames, logos or service marks appearing on the Site without SourceSage's prior written consent. You may not, without SourceSage's prior written consent, use any of such trademarks, tradenames, logos or service marks as a hyperlink to the Site or any other website.

You may not modify, translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operate the Site or create derivative works based on the Site. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms or encryption devices of the Site's underlying technology.

- **PRODUCT OFFER DETAILS, ORDERS, DELIVERY & TRANSACTIONS**

- Offer Details

- All Offers made are based on the original prices of the Merchant. Any discounts found by SourceSage to be sham or deceptive and any promotions that are not appropriate will be disqualified by SourceSage in its sole discretion.

-
- All Offers shall not contravene any applicable law
 - Prices quoted are subject to prevailing GST and Service Charge where applicable.
 - SourceSage reserves the right to amend, reject or remove all submitted Offers without prior notification.
 - All Offers are bound by the terms and conditions of the respective Merchants but subject always to the terms and conditions of this Agreement.
 - SourceSage is not an agent of the Merchant and makes no representation as to the quality of the Products provided.
 - All disputes about quality or performance of the Products should be resolved directly between the Customer and the Merchant.
 - The Merchant shall ensure that they handle all enquiries and provide feedback to the Customers with regard to the quality of their Products.
 - SourceSage and the respective Merchants reserve the right to vary the terms and conditions governing the Offers.
 - The Customer and Merchant shall remain subject to this Agreement at all times until the termination of the SourceSage platform for any reasons.
 - Images used on the Website, if any, are for illustration purposes only
- Orders
 - For the purpose of this Clause 12, “Information” means information collected during the registration process from the Customers which may contain personal data. Customer shall ensure the accuracy of the information when submitting Orders. The Orders shall be deemed final & binding once payment is made.
 - Merchants acknowledge and agree that Information collected is for the sole purpose of identity verification and Order fulfilment by the Merchants or SourceSage.
 - Merchants shall not use the Information for any other purpose whatsoever other than for the fulfilment of the Orders.
 - Merchants shall not bypass SourceSage when it comes to collection of payments from Orders.
 - Merchants are required to seek Customers’ consent should they wish to reach the Customers for any other purposes other than for the fulfilment of the orders (e.g. marketing, EDM, etc)

-
- Merchant reserves the right to accept or reject submitted Orders. When an Order is rejected, the Merchant shall immediately notify the customer (such date of notification, the “Notification Date”)
 - Merchants shall indicate their refund policy to the Customers as either: (1) Full Refund based on Customers’ purchased value, (2) Partial Refund. Refund can occur due to Customers’ cancellation of orders placed (if such option is enabled by Merchants) or Merchants’ cancellation of orders. Merchants and Customers shall reach an agreement on refunds, and SourceSage shall not be liable for such disputes or claims thereafter. Example, Customers paid \$100 to Merchant's online store via Credit Card. Merchant will receive \$96.80 (2.6%+0.60 less due to Payment Gateway charges as per indicated in Terms of Use). Merchant has to determine whether to refund in full to Customers (i.e. \$100 or partial i.e. \$96.80)
 - To ensure that they shall make reconstitution where applicable within the timeframe as agreed with the Customer.
- Delivery
 - The Merchant shall ensure to make arrangements with SourceSage or appointed logistics partner for the delivery of their Products.
 - SourceSage is not an agent of the Merchant and makes no representation as to the quality of the delivery service provided.
 - The Merchant shall ensure to resolve any disputes with regards to the quality or performance of their Products directly with the Customer
 - The Merchant shall ensure to directly handle all feedback by the Customer or any third party with regards to their Products’ quality
- Transactions
 - The Merchant will be subjected to “Revenue Share” charges of 2.6% + 0.60 SGD per transaction, which will be deducted from the total amount remitted to Merchant
 - The “Revenue Share” charges might change but SourceSage will make known to Merchant before any changes
- SUBSCRIPTION ACCOUNT
 - When using the SourceSage Online Store, the Merchant may choose between a Start, Grow or Scale Package
 - With the **Start Package**, the Merchant may create 1 online store, create unlimited products, get unlimited staff accounts, create product listings, manage orders (i.e. creating invoice from Purchase Order, view order details, payment

and delivery statuses), enable promo codes, analytics on store visits, custom store URL domain (i.e. with your own purchased URL), gets pre-integration to selected payment and logistics gateways, email marketing (up to 1,500 emails per month), and enable English and Chinese languages on store.

- With the **Grow Package**, the Merchant may create 1 online store, create unlimited products, get unlimited staff accounts, create product listings, manage orders (i.e. creating invoice from Purchase Order, view order details, payment and delivery statuses), enable promo codes, display product listings on MNC procurement platform, analytics on store visits, custom store URL domain (i.e. with your own purchased URL), gets pre-integration to selected payment and logistics gateways, email marketing (up to 10,000 emails per month), and enable English and Chinese languages on store.
- With the **Scale Package**, the Merchant may create 1 online store, create unlimited products, get unlimited staff accounts, create product listings, manage orders (i.e. creating invoice from Purchase Order, view order details, payment and delivery statuses), enable promo codes, display product listings on MNC procurement platform, analytics on store visits, custom store URL domain (i.e. with your own purchased URL), gets pre-integration to selected payment and logistics gateways, email marketing (up to 18,000 emails per month), pre-integration to selected Accounting Software, enable website crawling for Dropship Model, SEO & Tagging Support, UI/UX Store Design Support, and enable English, Chinese plus a Third language on store.

- OBLIGATIONS OF CUSTOMER

- The Customer shall ensure that the information submitted in the Order is correct and accurate;
- The Customer shall accept that their Order is only deemed accepted after the Merchant acknowledged the order with an acceptance.
- The Customer shall ensure that they are of legal age and capacity to place Order under the applicable law.
- The Customer shall ensure to maintain and keep their information listed and/or uploaded on the website current.

- TERMINATION

- SourceSage reserves the right to terminate the SourceSage Online Store platform without prior notice.
- If Merchant has delay in subscription payments to SourceSage, SourceSage reserves the right to terminate the Merchant Online Store without prior notice, including its contents
- SourceSage will not be held responsible for any losses and or cost incurred from the Customer's participation in the SourceSage Online Store platform arising from its termination.
- This Agreement shall automatically terminate when the SourceSage Online Store is terminated.
- SourceSage reserves the right to terminate this Agreement at any time with written notice to the Customer.

- FAILURE TO COMPLY

Should the Customer fail to comply with the terms and conditions of this Agreement, SourceSage reserves the right to terminate and/or suspend the Customer's account on SourceSage Online Store without prior notice.

- MODIFICATION OF TERMS OF USE

SourceSage reserves the right to modify the terms of this Agreement at any time without prior notice to the Customer.

- GENERAL

Your access to or use of the Site, as well as these Terms shall be governed by, and construed in accordance with Singapore laws and you agree to submit to the exclusive jurisdiction of the Singapore courts.

SourceSage's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

If any part of these Terms is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.

These Terms are for the benefit of SourceSage and its directors, officers, employees, suppliers, licensors, agents, and any third party content providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

SourceSage is committed to ensuring that all content made available via this site is appropriate for our customers and not offensive. If you have any concerns over the content available on this website, please contact us at onlinestore@sourcesage.co. We will endeavour to investigate all matters brought to our attention.