

## Terms of Service & Privacy Policy

### Outsource! by MatchWise

(Operated by MatchWise Pte Ltd, UEN: 202406571N) ("Outsource!", "we", "our", "us")

Important – please read these terms carefully. The Terms of Service stated herein (collectively, the "TOS" or this "Agreement") constitute a legal agreement between you and MatchWise Pte Ltd. In order to avail of our services ("Service"), you must agree to the TOS that are set out below. By also availing our service/s, you hereby expressly acknowledge and agree to be bound by the TOS, and any future amendments and additions to the TOS as updated from time to time.

#### 1. Scope of Services

- a. "Outsource! by MatchWise" is primarily engaged in providing business process outsourcing services, including advisory services and consultancy, through collaboration with external entities.
- b. Further information on the scope of services is included in: [outsource.matchwise-sg.com](https://outsource.matchwise-sg.com)

#### 2. Engagement and Acceptance

- a. By availing service of "Outsource! by MatchWise" you agree that you have read, understood, accepted and agreed with the TOS.
- b. You further agree to the representations made by yourself as indicated below. Please discontinue using the service if you do not agree to or fall within the TOS, as stated herein.
- c. The Client agrees to notify us of any modifications to agency-client fees to ensure continued protection under this TOS.

#### 3. Amendments to Terms of Use

We reserve the right to modify, vary and change the TOS or its policies relating to it at any time as it deems fit. Such modifications, variations and or changes to the TOS or its policies shall be effective upon the posting of an updated version at [outsource.matchwise-sg.com](https://outsource.matchwise-sg.com)

#### 4. Use, Representations, and Warranties.

- a. By using the Service, you expressly represent and warrant that you are legally entitled to accept and agree to the TOS. By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the TOS. You further confirm that all the information which you provide shall be true and accurate. Your use of the Service is for your own sole and personal use. When using the Service, you agree to comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Service.
- b. By using the Service, you agree that:
  - (i) You will only use the Service for lawful purposes and for the purpose for which it is intended to be used;
  - (ii) You will not use the website for illegal purposes or for purposes other than obtaining the Service;
  - (iii) You shall not intentionally or unintentionally cause or attempt to cause damage to any third party;
  - (iv) You will not copy, or distribute this site's content without written permission from us, not impersonate us or any person or entity or falsely misrepresent your affiliation with us, or with third parties;
  - (v) You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times. You agree that we may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, we have the right but not the obligation to terminate Service and your use of the Service at any time with or without notice;
  - (vi) You agree that the Service is provided on a reasonable effort basis; and
  - (vii) You agree that your use of the Service will be subject to our Privacy Policy as may be amended from time to time; and
  - (viii) You agree to assume full responsibility and liability for all loss or damage suffered by yourself, us, or any third party as a result of any breach of the TOS.

#### 5. Privacy Policy, Data Collection, Storage, Personal Data Protection.

- a. We reserve the right to collect anonymized information about your usage of our services. Any information that we collect is anonymized and does not include personally identifying information.
- b. You agree and consent to us using and processing your Personal Data for the Purposes and in the manner as identified hereunder.

- c. For the purposes of this Agreement, "Personal Data" means information about you, from which you are identifiable, including but not limited to your name and email address.
- d. The provision of your Personal Data is voluntary. However, if you do not provide us with your Personal Data, your request for the Service may be incomplete which may impede your use of our Service.
- e. By submitting your information to us, you consent to the use of that information.
- f. We remain steadfast in compliance with Singapore's PDPA.

#### **6. Intellectual Property and Ownership.**

- a. All information, content, designs, branding, methods, and features displayed in our website are the copyright and intellectual property of us unless otherwise noted.
- b. You may not collect, save, copy, reshare, publish, or reuse any of this copyrighted material, in original or in modified form, unless given express written consent by us.

#### **7. Disclaimer of Warranties and Limitation of Liabilities.**

- a. The use of the service is at your own risk. Our service is provided "as is". You understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages. Such limitation of liability shall apply whether the damages arise from the use of or inability to use the service, reliance on the service, or from the interruption, suspension, or termination of the service.
- b. We make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the service. We do not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free, (b) the service will meet your requirements or expectations, (c) the quality of any service, information, or other materials obtained by you through our website will meet your requirements or expectations, (d) errors or defects in the website will be corrected, or (e) the website available are free of viruses or other harmful components. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent.
- c. You acknowledge and agree that the entire risk arising out of your use of the service, and any third-party service or products remain solely and absolutely with you and you shall have no recourse whatsoever to us.
- d. The service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you being faulty, not connected, out of range, switched off or not functioning. We are not responsible for any delays, delivery failures, damages or losses resulting from such internet delays, and/or connectivity problems.

#### **8. Notice.**

We may give notice by means of a general notice on the website or electronic mail to your email address in our records. Such notice shall be deemed to have been given 1 hour after sending (if sent by email). You may give notice to us (such notice shall be deemed given when received by us) by letter sent by courier or registered mail to us using the contact details as provided in the website.

#### **9. Assignment.**

This Agreement as constituted by the TOS as modified from time to time may not be assigned by you without the prior written approval of us but may be assigned without your consent by us. Any purported assignment by you in violation of this section shall be void.

#### **10. Severability.**

In the event that any provision hereof is found invalid or unenforceable, the remainder of the TOS shall remain valid and enforceable.

#### **11. Waiver.**

The failure of us to exercise or enforce any of the provisions herein shall not constitute a waiver of such right.

#### **12. Governing law.**

This TOS shall be construed in accordance with, and governed in all respects by, the laws of Singapore without regard to conflicts of law principles.

### **13. Payment & Refund Policy**

- a. Payment must be received within 14 days (2 weeks) from the issuance of a notice for the next monthly payment, in accordance with our specified acceptable modes of payment. If payment is not received within this period, a late payment fee of 8% will be applied and will accrue monthly until the outstanding amount is fully paid.
- b. Refunds: Refunds for any given month are not applicable once payment is received, due to pre-allocation of resources. Refunds may only be considered if a reimbursement arrangement is mutually agreed upon in writing between the agency and the client.
- c. Refund Processing Time: Should a refund be agreed upon, the processing time will range between 15 to 30 business days, starting from the date of the written agreement on the refund.

### **14. Confidentiality**

Both parties agree to keep confidential all non-public information exchanged during the provision of Services.

- a. Agency Obligations: We shall not disclose Client information to third parties without prior written consent. Additionally, your servicing agency is bound by an NDA under their contract with us.
- b. Client Obligations: Clients shall not disclose our internal processes and operations without prior written consent.

### **15. Termination**

- a. By the Client: Written notice of termination must be provided before the next billing cycle. Failure to provide timely notice will result in billing for the subsequent month. The specific number of days for which a notice must be made differs between services and is made known in each service-specific Terms of Service.
- b. By us: We may terminate services with advanced written notice for any reason. Any pre-paid fees for unused services will be refunded on a pro-rata basis. The specific number of days for which a notice must be made differs between services and is made known in each service-specific Terms of Service.

### **16. Payment Terms & Late Payment Fee**

- a. Final Month Payment Upon Termination: Upon termination of the subscription, payment for the final month of engagement must be settled within 30 days from the last day of engagement. If payment is not received within this period, a late payment fee of 8% will be applied and will accrue monthly until the outstanding amount is fully paid.

### **17. Administrative Savings**

Where customers opt for a bulk upfront payment, we will offer administrative savings via campaigns from time to time. For recurring administrative savings, you may refer to service-specific Terms of Service for more information.

- a. Pro-rated Refunds under the Administrative Savings Clause: Clients who have paid for multiple months in advance, and who wish to terminate the subscription early, may be eligible for a pro-rated refund of the unused portion. This is subject to a minimum engagement period of 3 months. The pro-rated refund will be calculated based on the remaining balance after deducting the applicable discount for the utilised months.

### **18. Entire Agreement**

This TOS constitutes the entire agreement between the Client and us regarding "Outsource! by MatchWise" and supersedes all prior agreements or understandings.

**MatchWise Pte Ltd**