

## Terms & Conditions

### **Important:**

**1) All prices are exclusive prevailing GST charges. Billing for monthly or annually fee is done one (1) month or (1) Year in advance (where applicable).**

2) We may require further documents to be submitted or a prepayment to be made for the processing of this application, on a case-by-case basis. TalariaX reserves the right to reject the application without assigning any reason whatsoever. Please email the completed application form to [jasminelim@talariax.com](mailto:jasminelim@talariax.com).

### **By signing this application form, the applicant hereby agrees to the following Terms and Conditions:**

1. The applicant acknowledges that he has read and understood and agrees to be bound by the Terms and Conditions for Clouvera services ("Services") which is documented in this document below.
2. The applicant acknowledges that the Annual fee, Monthly fee and SMS Package (Pre-Paid) are non-refundable. Any early termination by the applicant will automatically forfeit the Annual fee, Monthly fee and SMS package. If there is(are) outstanding payment(s), the applicant is liable for such fee(s) regardless of early service termination.
3. The applicant further acknowledges that should the applicant cancel his application after it has been accepted by TalariaX Pte Ltd ("TalariaX") but before the Service commences, the applicant shall be liable for one-time administration fee of S\$100, where applicable.
4. The applicant acknowledges that all intellectual property rights relating to the Clouvera, the Services, the applications and the trade marks, brand names, logos, and brand identifiers used by TalariaX in relation thereto belong 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.
5. 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.) Applicant 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 the applicant shall keep it free and clear of all claims, liens and encumbrances.
6. All messages sent by TalariaX are chargeable, in accordance to the rate or package specified in this agreement. The charges will be billed monthly or annually to the applicant, except for Pre-Paid services which will be deducted immediately.
7. TalariaX will use its best efforts to deliver the checks and 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.
- 8 The applicant agrees and confirms that the messages sent are not unsolicited messages and has obtained consent from the recipient(s) to receive such messages. Applicant further confirms that the mobile numbers of the recipients were obtained in a reasonable method and does not infringe the Personal Data Protection Act 2012 (No. 26 of 2012) (hereinafter referred to as the "PDPA") and any anti-spam regulation imposed by Singapore government or other relevant authorities.**
- 9. The applicant represents and warrants that the provision of the Services are as per the applicant's instructions, and the Applicant's instructions to TalariaX to use, disclose and/or collect (as the case may be) the recipients' personal data are in full compliance with all the provisions contained in the latest version of the PDPA and all regulations issued thereunder, or such similar statute that may replace the PDPA in the future; and the applicant shall at all times, use its best endeavours to ensure compliance of the PDPA, or such similar statute that may replace the PDPA in the future.**
- 10. 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.**
11. TalariaX may impose a charge if its employees or agents are called to attend to a technical fault or provide other forms of servicing, and such fault or servicing is not directly attributable to a fault in TalariaX's equipment or networks or services.

12. There is no refund for the annual fees, monthly fees, number of checks and SMS Package (Pre-Paid) once it is paid, even if the applicant has no intention to use the Service till the expiry date. All Pre-Paid SMS will expire after 24 months from the activation date. All checks will expire after the subscribed period from the activation date; no carry forward of checks to the next subscribed period is allowed. All unused message credits and checks will be forfeited.
13. Pre-Paid message credit will only be effective upon receipt of payment by TalariaX. TalariaX reserves the right to reverse or cancel any credits if the payment is deemed to have not been paid. Receipt of payment is defined as when the payment is actually received in TalariaX bank account and is non-reversible by the bank or collection agent.
14. TalariaX may charge a penalty or administrative fee if the applicant fails to pay any sum by its due date.
15. All prices quoted are subject to change at the sole discretion of TalariaX without prior notice.
16. All prices quoted are not inclusive of Internet services and other charges payable to other service providers, where applicable.
17. The applicant 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.
18. TalariaX reserves the right to store, backup, review and delete the messages in the Clouvera system for the purpose of system administration or as required by regulation or the law of Singapore, when required.
19. TalariaX's liability (if any and subject to Clause 7 above) for any direct damages resulting from fraud or gross negligence shall not be more than the monetary sums received by TalariaX from the applicant 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 applicant.
20. 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 (c) the applicant's incompliance and/or breach of the PDPA and all regulations issued thereunder or such similar statute that may replace the PDPA in the future 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 applicant, including without limitation any interruption of the applicant's business, whether resulting from breach of contract or otherwise.
21. The applicant consents to the use of the information provided herein by TalariaX for the development and marketing of its other goods and services. Should the applicant wish to withdraw its consent, it may do so by writing to the following email: sales@talariax.com. The applicant must include in the email its account number, name, registration number and address.
22. The applicant confirms that the information given herein is true, correct and complete. The applicant further agreed to the terms and conditions as stated in this Agreement.
23. The applicant 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.
24. TalariaX reserves the right at any time to modify this agreement and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this agreement. Your continued use of the Services will be deemed acceptance thereof.
25. Applicant is solely responsible for complying with the applicable laws relating to the applicant's use of the Services.
26. The applicant 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 applicant's use of the Services and/or any breach by the applicant of this agreement.
27. 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.
28. Either party can terminate this agreement by giving at least 30 days' notice in writing. All unpaid fees and services incurred (that have yet to be billed) will be payable to TalariaX.
29. All service types purchased are non-refundable (in cash).
30. After verification of the payment by TalariaX, TalariaX will endeavor to activate the account within 7 working days. Should TalariaX not deliver, please do not hesitate to contact TalariaX at 6280 2881 or email to jasminelim@talariax.com.