

WEDISCOVERHUB WE BUY TERMS OF SERVICE

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SECTION A: INTRODUCTION

Welcome to Wediscoverhub We Buy platform (the "**Site**"). Please read the following Terms of Service carefully before using this Site or opening a user account ("**Account**") so that you are aware of your legal rights and obligations with respect to Wediscoverhub Pte Ltd and its affiliates and subsidiaries (individually and collectively, "**Wediscoverhub**", "**we**", "**us**" or "**our**").

1. Services Available

1.1 The "Services" we provide or make available include: -

- (a) an online platform that facilitates the matching of persons offering to create online media content that are promotional in nature (each, an "**Influencer**") to the individuals, businesses or companies registered with Wediscoverhub as sellers (each, an "**Seller**") who are interested in engaging the Influencer to create online media content for its goods or services (hereinafter referred to as "**Wediscoverhub Influencer's Platform**");
- (b) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services; and
- (c) an online platform service that provides a place and opportunity for the sale of goods between the user of the Site ("**Buyer**") and the Seller (hereinafter referred to as "**Wediscoverhub Seller's Platform**").

1.2 Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by Wediscoverhub.

1.3 Your use of the Site, Services and tools are governed by the following Terms of Service as applicable to the Site including the applicable policies which are incorporated herein by way of reference. If you transact on the Site, you shall be subject to the policies that are applicable to the Site for such transactions. By mere use of the Site, you shall be contracting with Wediscoverhub and this Terms of Service including the policies constitute your binding obligations with Wediscoverhub.

1.4 When you use any of the Services provided by us through the Site, including but not limited to the information relating to the details, features and specifications on the goods sold by Sellers, Influencers' reviews, latest news and reviews on all categories of goods provided to you on and through this Site, you will be subject to the rules, guidelines, policies, terms and conditions

applicable to such Services, and they shall be deemed to be incorporated into these Terms of Service and shall be considered as part and parcel of these Terms of Service.

2. Changes to the Terms of Service

2.1 Except where prohibited by the applicable laws, these Terms of Service may be amended, modified or updated from time to time by Wediscoverhub without prior notice. It is your responsibility to review these Terms of Service regularly. By using or accessing the Site, you represent and warrant that: -

- (a) you attain 18 YEARS of age and have the legal capacity to abide by these Terms of Service;
- (b) you undertake to accept and be bound by these Terms of Service and to comply with all applicable laws, regulations and rules in relation to your access to and use of the Site;
- (c) if you are accessing or using the Site on behalf of another person or a corporate entity, you represent and warrant that you have the authority to bind such person or entity to these Terms of Service; and
- (d) all information supplied by you to Wediscoverhub is true, accurate, current and complete.

3. Right to Refuse Access or Use

3.1 Wediscoverhub reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason. including, but not limited to, for violation of these Terms of Service.

4. Consent and Acceptance

4.1 Before becoming a user of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data in accordance with Singapore privacy law and regulations.

4.2 By using Wediscoverhub services or opening an Account, you give your irrevocable acceptance and consent to the agreement of these Terms of Service, including those additional terms and conditions and policies referenced herein and/or linked hereto.

4.3 If you do not agree to these terms, please do not use our services or access the Site. If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “**legal age**”), you must get permission from a parent or legal guardian to open an Account and that parent or legal guardian must agree to these Terms of Service. If you do not know whether you have reached the legal age, or do not understand this Section, please do not create an account until you have asked your parent or legal guardian for help. If you are the parent or legal guardian of a minor who is creating an Account, you must accept the Terms of Service on the minor's behalf and you will be responsible for all use of the Account or the Services using such Account, whether such Account is currently open or created later.

SECTION B: WEDISCOVERHUB INFLUENCER'S PLATFORM TERMS OF SERVICE

Subject to the Terms herein contained, the following terms govern Influencer's (collectively "**Influencer**", "**you**", "**your**", or "**Parties**") and Seller's visit/access to and use of the Site for the purpose of creating promotional online media content for the Seller's goods or services (each, a "**Campaign**").

5. **Permitted Use**

5.1 Our Site is provided to: -

- (a) assist you in gathering information about the various types of Campaign opportunities and Sellers available on the Site, including but not limited to profiles, price ranges, and Campaign descriptions (each, a "**Seller's Profile**");
- (b) assist Seller in gathering information about you on the Site, including but not limited to profiles, price quotes, videos of you (each, an "**Influencer's Profile**");
- (c) enable you to post information regarding yourself and to respond to any Campaign opportunities;
- (d) enable Seller to post the goods or services and its Campaign request;
- (e) facilitate communication between the Seller and yourself with the objective of entering into a Campaign agreement ("**Campaign Agreement**"); and
- (f) facilitate the transmission of payments from the Seller to you under a Campaign Agreement.

6. **User Account and Selection of Influencers**

6.1 You will be required to successfully sign up for an Account using the available interfaces at the Site and be issued with a user-id and password login credentials by Wediscoverhub ("**User ID**") in order to use the Site and communicate with the Sellers through the Site. The similar sign-up procedure, if not same, applies to the Sellers before the Sellers can use the Site to upload its goods or services and communicate with you through the Site.

6.2 You agree that Wediscoverhub shall have the sole discretion to undertake any screening process to ensure only Influencers of good standing be selected to maintain an Influencer Account.

6.3 You shall keep own User ID secure and shall not share own User ID with anyone else, and you shall not collect any personal data of any other user of Wediscoverhub, including Account ids.

7. **Suspension and Termination of User Account**

7.1 Wediscoverhub reserves the right to disable, suspend or terminate any Account issued to you at any time at Wediscoverhub's sole discretion without prior notice. If Wediscoverhub disables or suspends access to an Account issued to you, you may be prevented from accessing Wediscoverhub, their account details or any Campaigns that are associated with your Account. You are required to write to us at info@wediscoverhub.com if you wish to enable or uplift the suspension or termination of your Account.

7.2 You may cancel their Account at any time by sending an email to us at info@wediscoverhub.com. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions

of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

8. Terms of Use

8.1 As a user of the Site, you agree, undertake and confirm that your use of Site shall be strictly governed by the following binding principles and is in conformity with applicable laws of Singapore including but not limited to Computer Misuse Act 1993.

8.2 You shall not host, display, upload, modify, publish, transmit, update or share any information which: -

- (a) belongs to another person and to which you do not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of applicable obscenity laws of Singapore;
- (c) is misleading in any way;
- (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (e) harasses or advocates harassment of another person;
- (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- (h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
- (i) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (l) provides instructional information about illegal activities such as making, promoting or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (m) contains video, photographs, or images of another person (with a minor or an adult) unless consent has been obtained from the particular person of such disclosure on our Site;

- (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Site or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Site or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (o) engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of “virtual” products related to the Site. Throughout these Terms of Use, Wediscoverhub’s prior written consent means a communication coming from Wediscoverhub support team, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;
- (p) solicits gambling or engages in any gambling activity which we, in our sole discretion, believes is or could be construed as being illegal;
- (q) interferes with another user’s use and enjoyment of the Site or any other individual’s user and enjoyment of similar services;
- (r) refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Site or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Service;
- (s) harm minors in any way;
- (t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (u) violates any law for the time being in force;
- (v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing immature;
- (w) impersonate another person;
- (x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information; and/or
- (y) threatens the unity, integrity, defence, security or sovereignty of the country, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

8.3 You are required to ensure and undertake that the information provided on this Site or any actions of the user(s) on this Site shall: -

- (a) not be false, inaccurate or misleading;
- (b) not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
- (c) not create liability for us or cause us to lose (in whole or in part) the Services of our internet service provider (“**ISPs**”) or other suppliers;

- (d) not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. We reserve our right to bar any such activity;
- (e) not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any server, computer, network, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means;
- (f) not probe, scan or test the vulnerability of the Site or any network connected to the Site nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Site, or any other customer, including any Account on the Site not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site;
- (g) not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the terms of Wediscoverhub, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Wediscoverhub or Sellers on platform or otherwise tarnish or dilute any Wediscoverhub’s trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Wediscoverhub’s systems or networks, or any systems or networks connected to Wediscoverhub;
- (h) not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site;
- (i) not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Site or any Service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity;
- (j) not use the Site or any content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of Wediscoverhub and/or others;
- (k) at all times ensure full compliance with the applicable laws (including but not limited to provisions of the Electronic Transactions Act 1998) and rules made thereunder as applicable and as amended from time to time and also all applicable laws, legislations, statutes, enactments, rules and regulations applicable regarding your use of our service. You shall not engage in any transaction of a goods or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force;

- (l) act in a bona fide manner to enable us to use the information you supply us with, so that we are not violating any rights you might have in your information. You agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your information, in any media now known or not currently known, with respect to your information. We will only use your information in accordance with the Terms of Service and Privacy Policy applicable to use of the Site.
- 8.4 From time to time, you may provide reviews of products or services of your choice on the Site which shall be visible to other users. You shall not exaggerate or over emphasize the attributes of any such products or services reviewed so as to mislead other users in any manner.
- 8.5 We reserve the right, but have no obligation, to monitor the materials posted on the Site. Except where prohibited by law, Wediscoverhub shall have the right to remove or edit any content that in our sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Service without notice.
- 8.6 Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE SITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such content posted does not necessarily reflect Wediscoverhub's views. In no event shall we assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from use of content and/or appearance of content on the Site. You hereby represent and warrant that you have all necessary rights in and to all content which you provide and all information it contains and that such content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.
- 8.7 It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Site and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Site, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Site, you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Site. Please carefully select the type of information that you publicly disclose or share with others on the Site.
- 8.8 Wediscoverhub shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group(s) of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).
- 9. Campaign Agreements with Sellers**
- 9.1 The Site permits you to view Seller's Profiles who have registered on the Seller's Platform. Both Seller and you may communicate with each other through the Site in respect of the Seller's Profile, the Campaign, the description of the content you will provide to the Seller, amounts and types of compensation that you may earn, or other terms and conditions, all of which with the objective of

entering into a Campaign Agreement. You shall receive a confirmation from the Seller if you are selected and approved by the Seller for a Campaign through the Site.

- 9.2 You understand and agree that the Campaign Agreement is separately entered between yourself and the Seller. Wediscoverhub only facilitates communication between the Seller and you with the objective of entering into a Campaign Agreement, and under no circumstances is to be made a party to the said Campaign Agreement.
- 9.3 You further understand that you are performing services for the Seller, and not Wediscoverhub, and that Wediscoverhub is not a party to and will be in no way responsible for the performance of either the Seller or your goodself under any Campaign Agreement, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such Campaign Agreement save and except for facilitating the transmission of payment from the Seller to you on instructions in accordance with these Terms of Service.
- 9.4 Wediscoverhub does not make any representations or warranties of any kind in respect of a Seller or a Campaign Agreement. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such Campaign Agreement or as the result of the presence of such Sellers on the Site. You also agree to act in good faith when negotiating and performing your obligations under each Campaign Agreement.
- 9.5 The Seller is responsible for managing, inspecting, accepting and paying for services and deliverables provided under a Campaign Agreement in accordance with the terms and conditions thereof.
- 9.6 You hereby represent and warrant that the content created by you for the purpose of performing services for the Seller will be an original work of yours and that the content will not infringe or misappropriate the intellectual property rights of any third party.

10. Trademark, Copyright and Restriction

- 10.1 You shall be responsible for any notes, messages, emails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Site including the ones you created for the purpose of performing the Campaign Agreement (collectively, “**User Content**”). Such User Content will become our property and you grant us the worldwide, perpetual and transferable rights in such User Content. We shall be entitled to, consistent with our Privacy Policy as adopted in accordance with applicable law, use the User Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now, known or hereafter devised, including the creation of derivative works that may include the User Content you provide. You agree that any User Content you post may be used by us, consistent with our Privacy Policy and rules of conduct on the Site as mentioned herein, and you are not entitled to any payment or other compensation for such use.

- 10.2 Except as expressly provided in these Terms of Service, all proprietary content including but not limited to trademarks, designs, illustrations, software, video, sound, ids, words, phrases, logos, images, tracks, titles, descriptions marks and other intellectual property displayed on the Site are the property of Wediscoverhub and where applicable, third-party proprietors identified in the Site. No part of the Site and no proprietary content including but not limited to the third-party content and/or User Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Wediscoverhub's express prior written consent. You may use information on the products and Services purposely made available on the Site for downloading, provided that you:
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- (a) do not remove any proprietary notice language in all copies of such documents;
 - (b) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media;
 - (c) make no modifications to any such information; and
 - (d) do not make any additional representations or warranties relating to such documents.
- 10.3 In addition, you agree not to use any robot, spider or any other automatic device or manual process to monitor or copy the Site or our content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Site).
- 10.4 You are welcome to link to the Site from your website/social media account, provided that your website/social media account does not imply any endorsement by or association with Wediscoverhub. You acknowledge that Wediscoverhub may, in our sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

11. Facilitated Payments Withholding Consent and Terms

- 11.1 If Wediscoverhub facilitates the transmission of any payments from the Seller to you in connection with a Campaign Agreement (each, a “**Facilitated Payment**”), Wediscoverhub may in its sole discretion withhold from any such Facilitated Payment any amounts that are payable to Wediscoverhub by the applicable Seller in connection with that Campaign Agreement.
- 11.2 Wediscoverhub is not your trustee or fiduciary in respect of any Facilitated Payments or any Campaign Agreements and shall not be responsible for any late payment or non-payment by the Seller to you. Wediscoverhub reserves the right, in its sole discretion, to place a hold on a Facilitated Payment, if Wediscoverhub determines that the funds may be subject to a breach of applicable law (e.g. fraud or money laundering), or if Wediscoverhub is required to cooperate with law enforcement.
- 11.3 You must provide all applicable and accurate personal and bank account information for payment purposes. Otherwise, additional fees may be imposed on you should there be a request for payment re-issuance due to wrong information provided by you.

11.4 As an Influencer, you agree to follow Inland Revenue Authority of Singapore (IRAS) guidelines on tax filing matters, income received from posting as well as the value of items received. You are responsible for your own declaration for the purpose of income filing. More details here: - <https://www.iras.gov.sg/irashome/uploadedFiles/IRASHome/Businesses/Social%20Media%20Influencer.pdf>

12. **Payment by Sellers**

12.1 Sellers hereby agree to pay Wediscoverhub a specified percentage (which we will communicate through our Site) as sales commissions based on the sales proceeds received by the Sellers . . .

12.2 Both the Facilitated Payment payable to you and our sales commissions will be deducted from the Sellers' Account which stores the monies the Sellers receive from their sales proceeds made on the Site ("**Seller's Wallet**" which is defined hereunder), Wediscoverhub is not the trustee or fiduciary of the Sellers in respect of any Facilitated Payments or any Campaign Agreements. Wediscoverhub reserves the right, in its sole discretion, to place a hold on a Facilitated Payment, if we determine that the funds may be subject to a breach of applicable law (e.g. fraud or money laundering), or if Wediscoverhub is required to cooperate with law enforcement.

12.3 We reserve the right at any time to change our sales commissions rates. Unless otherwise agreed by Wediscoverhub's management, our sales commissions, once paid, is not refundable under whatsoever circumstances.

13. **Privacy**

13.1 We may collect and use information about you in accordance with the applicable privacy law. In gist, by using the Services or providing information on the Site, you: -

- (a) consent to Wediscoverhub's collection, use, disclosure and/or processing of your content, personal data, information associated with your Account and/or your use of the Services ("**User Information**") in accordance with the applicable law;
- (b) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and Wediscoverhub; and

shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without Wediscoverhub's prior written consent.

13.2 Users in possession of another user's personal data through the use of the Services (the "**Receiving Party**") hereby agree that, they will: -

- (a) comply with all applicable personal data protection laws with respect to any such data;
- (b) allow the user whose personal data the Receiving Party has collected (the "**Disclosing Party**") to remove his or her data so collected from the Receiving Party's database; and

- (c) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

13.3 If you are an Influencer, please note that Sellers may have additional privacy policies or statements which govern their practices in collecting, storing, using and disclosing your personal information. You hereby represent and warrant to Wediscoverhub that you have familiarized yourself and agree with those privacy policies or statements imposed by any Seller with whom you elect to deal through the Site. Similarly, if you are a Seller, please note that Influencers may have additional privacy policies or statements which govern their practices in collecting, storing, using and disclosing your personal information. You hereby represent and warrant to Wediscoverhub that you have familiarized yourself and agree with those privacy policies or statements imposed by any Influencer with whom you elect to deal through the Site.

14. Disclosures

14.1 The Advertising Standards Authority of Singapore requires any party that makes public written statements regarding a person, company, or product and that receives consideration of any type from that person, company, or product to properly disclose such relationship in such post.

14.2 This means you are required to include the required hashtags or other indication of the relationship between yourself and the Seller in the Campaign Agreement Site posts. Take for instance, for still and animated images, the disclosure is to be included in the picture or the caption. For video formats, the disclosure is to be included in a visible form within the video. For audio format, the disclosure is to be included in an audible form within the recording. Subject to the Campaign Agreement, written disclosures, amongst others, may take the following forms: -

“This post was brought to you by...”

“This post includes affiliate links”

“#adv”

“#endorsed”

“#sponsored”

14.3 You hereby agree to comply with these disclosure requirements and acknowledge sole responsibility for any failure to comply with the disclosure requirements.

15. Disclaimer of Warranties and Limitations of Liability

15.1 The Site and the content are provided “as is” without warranty or condition of any kind. Use of the Site or the content is at your own risk. Wediscoverhub does not make any representations, warranties or conditions about the quality, accuracy, reliability, completeness, currency, or timeliness of the Site or the content. The Site and the content may include errors, omissions and inaccuracies, including, without limitation, pricing errors. Wediscoverhub does not assume any responsibility for any errors, omissions or inaccuracies in the Site or the content. In addition, Wediscoverhub expressly reserves the right to correct any pricing errors on the Site.

- 15.2 Sellers and Campaign reviews displayed on the Site are intended as only general guidelines, and Wediscoverhub does not guarantee the accuracy of the reviews. Wediscoverhub makes no guarantees about the availability of specific Sellers or businesses, Campaigns or types of Campaigns.
- 15.3 To the fullest extent permitted by law, Wediscoverhub disclaims all warranties, representations and conditions of any kind with respect to the Site and the content whether express, implied, statutory or collateral, including, without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement or that the Site or the content are or will be error-free or will operate without interruption. In no event will Wediscoverhub be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any damages of any kind (including, without limitation, direct, indirect, incidental, consequential, special, exemplary or punitive damages, lost profits, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities), whether or not Wediscoverhub is advised of the possibility of such damages, resulting from or related to the use of, or the inability to make use of, the Site or the content or any campaign agreement.
- 15.4 Sellers who engage Influencers' services through the Site are independent organizations and not contractors, agents or employees of Wediscoverhub. Wediscoverhub is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any Seller or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom and takes no responsibility whatsoever related to any Campaigns or Campaign Agreements.
- 15.5 To the extent that the foregoing limitation does not apply, in no event will the total aggregate liability of Wediscoverhub in connection with or under these Terms of Service, including from a Campaign Agreement, or your use of, or inability to make use of, the Site or the content, or for any other claim related in any way to a Campaign Agreement exceed One Hundred Singapore Dollars (SGD100) or the equivalent in local currency. For greater certainty, the existence of one or more claims under these Terms of Service will not increase the maximum liability amount.
- 15.6 The limitation above reflects the allocation of risk between the Parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.
- 16. Indemnity**
- 16.1 You shall indemnify and hold harmless Wediscoverhub, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Terms of Service, Privacy Policy and other policies, or your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

SECTION C: WEDISCOVERHUB SELLER'S PLATFORM

The following Terms of Service govern the Services provided by Wediscoverhub the sale of goods or services between the buyer (“**Buyer**”) and the seller (“**Seller**”) (Seller and Buyer may collectively be referred to as “**you**”, “**your**”, or “**Parties**”). The actual contract for sale is directly between Buyer and Seller and Wediscoverhub is not a party to that or any other contract between Buyer and Seller and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. Wediscoverhub is not involved in the transaction between the Buyer and Seller and will not be responsible for the sales contract between the Seller and Buyer, loss, damage, merchantability, fitness, performance or any warranty of purchase. Wediscoverhub may or may not pre-screen Sellers or the content or information provided by Sellers. Wediscoverhub reserves the right to remove any content or information posted by the Sellers on the Site in accordance to Section 21.4 herein. Wediscoverhub cannot ensure that Sellers will actually complete a transaction.

Wediscoverhub reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. Wediscoverhub may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. Wediscoverhub may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

Wediscoverhub reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

By using Wediscoverhub services or opening an Account, you give your irrevocable acceptance of and consent to the terms of this agreement, including those additional terms and conditions and policies referenced herein and/or linked hereto.

If you do not agree to these terms, please do not use our services or access the site. If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “**Legal age**”), you must get permission from a parent or legal guardian to open an account and that parent or legal guardian must agree to the terms of this agreement. If you do not know whether you have reached the Legal age, or do not understand this section, please do not create an account until you have asked your parent or legal guardian for help. If you are the parent or legal guardian of a minor who is creating an account, you must accept the terms of this agreement on the minor’s behalf and you will be responsible for all use of the account or company services using such account, whether such account is currently open or created later.

17. **Privacy**

17.1 We may collect and use information about you in accordance with the applicable privacy law. By using the Services or providing information on the Site, you: -

- (a) consent to Wediscoverhub's collection, use, disclosure and/or processing of your content, personal data, information associated with your Account and/or your use of the Services ("**User Information**") in accordance with the applicable law;
- (b) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and Wediscoverhub; and

shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without Wediscoverhub's prior written consent.

17.2 Users in possession of another user's personal data through the use of the Services (the "**Receiving Party**") hereby agree that, they will: -

- (a) comply with all applicable personal data protection laws with respect to any such data;
- (b) allow the user whose personal data the Receiving Party has collected (the "**Disclosing Party**") to remove his or her data so collected from the Receiving Party's database; and
- (c) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

18. **License Grant**

18.1 Wediscoverhub grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary content, trademarks, service marks, brand names, logos and other intellectual property displayed in the Site are the property of Wediscoverhub and where applicable, third party proprietors identified in the Site. No right or licence is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

18.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with Wediscoverhub. You acknowledge that Wediscoverhub may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

19. **Software**

19.1 Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. Wediscoverhub reserves all rights to the software not expressly granted by Wediscoverhub hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by Wediscoverhub.

20. Accounts and Security

20.1 Some functions of our Services require registration for an Account by selecting a unique User ID and password, and by providing certain personal information. If you select a User ID that Wediscoverhub, in its sole discretion, finds offensive or inappropriate, we have the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. Wediscoverhub has not reviewed, and assumes no responsibility for any third-party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.

20.2 You agree that Wediscoverhub may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the Site any content associated with your Account and User ID, cancel any transactions or Campaign associated with your Account and User ID, temporarily or in more serious cases permanently withhold any sale proceeds or refunds, and/or take any other actions that Wediscoverhub deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour (d) having multiple user Accounts, (e) buying products on the Site for the purpose of commercial re-sale, (f) abnormal or excessive purchasing of products from the same Seller or related group of Sellers, (g) voucher abuse (including, but not limited to, selling of vouchers to third parties, selling of vouchers or other credits at a significant markup above face value, and/or abnormal or excessive use of vouchers on the Site), or (h) behaviour that is harmful to other users, third parties, or the business interests of Wediscoverhub. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, Wediscoverhub may terminate your Account immediately with or without notice.

20.3 You may cancel your Account if you notify in writing (including via email at info@wediscoverhub.com) of your desire to do so. Notwithstanding any such termination, you remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and you must contact Wediscoverhub after you have promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. Wediscoverhub shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. You hereby waive any and all claims based on any such action taken by Wediscoverhub.

Upon any termination, discontinuation or cancellation of user Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

- 20.4 You agree to (a) keep your password confidential and use only your User ID and password when logging in; (b) ensure that you log out from your Account at the end of each session on the Site; (c) immediately notify Wediscoverhub of any unauthorised use of your Account, User ID and/or password; and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. Wediscoverhub will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.
- 20.5 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

21. Term of Use

- 21.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, Wediscoverhub may effect such termination with or without notice to you.
- 21.2 You agree not to: -
- (a) upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - (b) violate any laws, including without limitation any laws and regulation in relation to export and import restrictions, third party rights or prohibited restricted items;
 - (c) upload, post, transmit or otherwise make available any content featuring an unsupervised minor or use the Services to harm minors in any way;
 - (d) use the Services or upload content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
 - (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;
 - (f) remove any proprietary notices from the Site;
 - (g) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of Wediscoverhub;
 - (h) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
 - (i) use the Services or upload content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
 - (j) open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;

- (k) access the Wediscoverhub platform, open a user Account, or otherwise access your user Account using any non-official Wediscoverhub hardware or software, including but not limited to an emulator, simulator, bot or other similar hardware or software;
- (l) manipulate the price of any item or interfere with other user's listings;
- (m) take any action that may undermine the feedback or ratings systems (if applicable);
- (n) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by Wediscoverhub with respect to the Services and/or data transmitted, processed or stored by Wediscoverhub;
- (o) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- (p) upload, email, post, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (q) upload, email, post, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (r) upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;
- (s) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;
- (t) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- (u) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other user's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- (v) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
- (w) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;
- (x) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;
- (y) infringe the rights of Wediscoverhub, including any intellectual property rights and any passing off of the same thereof;
- (z) use the Services to collect or store personal data about other users in connection with the prohibited conduct and activities set forth above;

- (aa) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others; and/or
 - (bb) direct or encourage another user to conduct a transaction other than on the Site.

- 21.3 You understand that all content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such content originated. This means that you, and not Wediscoverhub, are entirely responsible for all content that you upload, post, email, transmit or otherwise make available through the Site. You understand that by using the Site, you may be exposed to content that you may consider to be offensive, indecent or objectionable. To the maximum extent permitted by applicable law, under no circumstances will Wediscoverhub be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any content posted, emailed, transmitted or otherwise made available on the Site.

- 21.4 You acknowledge that Wediscoverhub and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any content, including without limitation any content or information posted by you, that is available on the Site without any liability to you. Without limiting the foregoing, Wediscoverhub and its designees shall have the right to remove any content (a) that violates these Terms of Service; (b) if we receive a complaint from another user; (c) if we receive a notice or allegation of intellectual property infringement or other legal instruction or request for removal; or (d) if such content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our users, or otherwise enforce the provisions of these Terms of Service. You agree that you must evaluate, and bear all risks associated with, the use of any content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any content created by Wediscoverhub or submitted to Wediscoverhub, including, without limitation, information in all other parts of the Site.

- 21.5 You acknowledge, consent to and agree that Wediscoverhub may access, preserve, and/or disclose your Account information and content to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law, pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over Wediscoverhub, or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties, including intellectual property rights; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Wediscoverhub, its users and/or the public.

- 21.6 If you believe a user on our Site is violating these Terms of Service, please contact info@wediscoverhub.com.

22. Seller's Fees and Payment

22.1 Depending on the type and/or number of listings you choose to post and any additional services you may request in relation to your Account or listing, you may be charged subscription fees, listing, and/or fees and charges otherwise in relation to your Account or subscription (collectively, the “**Wediscoverhub Fees**”) in accordance with Wediscoverhub’s prevailing fees’ rules and charges, (which we will communicate through our Site) and forms a part of these Terms. You may pay your Wediscoverhub Fees using a credit card, debit card, cheque or by way of telegraphic or other electronic means of transfer. You may also pay your Wediscoverhub Fees through any of the methods as may be made available on the Site or as may be notified to you from time to time.

22.2 You acknowledge and agree that:

- (a) in the event of a subscription or recurring payment, you shall ensure that all payments are made and cleared by your bank before each monthly and/or annual recurring payment is due. For payments by credit card, your credit card account must be in good standing and remain valid for the monthly/annual charge(s) to be debited successfully. In the event of an unsuccessful payment, your subscription will automatically be suspended and/or terminated if payments are not received within ten (10) days from due date;
- (b) if your credit card has expired, or if you wish to use a different credit card, please notify us promptly by sending an email to info@wediscoverhub.com at least fourteen (14) days before your next subscription fee payment is due. Please indicate “Expiry/Change of CC details” at the subject header;
- (c) save as set out in this Clause, all Wediscoverhub Fee paid by you to us with respect to your Account or otherwise for your access to and use of the Services, are non-refundable. For the avoidance of doubt, there will be no refunds of any Wediscoverhub Fees in the event that: (i) your Account is suspended or terminated due to a breach of these Terms; and/or (ii) any Content has been removed in accordance with these Terms;
- (d) you shall make prompt payment of all Wediscoverhub Fees, in full before the due date stipulated by Wediscoverhub for such payment (where applicable) and in accordance with our payment instructions. In the event of late payment or non-payment of amounts due to Wediscoverhub, without prejudice to any other rights or remedies available to us, Wediscoverhub shall be entitled to: (i) terminate and/or suspend your Account and/or your access to the Services; and/or (ii) charge you a late payment fee on the overdue amount at the rate of 1.5% per month, or, if lower, the maximum rate allowed by applicable law. You shall pay such fees together with the overdue Wediscoverhub Fees and any legal fees and collection costs incurred by Wediscoverhub in collecting any past due amounts. These fees will be applied on the day after the payment due date and will applied each month until the overdue amount is paid;

- (e) in the event your Account is suspended or terminated for any reason any amounts due on your Account will immediately become due and payable. Wediscoverhub reserves the right to immediately charge any amounts you have not previously disputed to the billing method that you are using and shall be entitled to terminate your Account, without prejudice to any other rights or remedies available to us;
 - (f) you are responsible for collecting and paying any taxes associated with using and making sales through the Services. Depending on the tax legislation of your country of residence, goods and services tax or similar consumption tax might apply in addition to your Wediscoverhub Fees; and
 - (g) Wediscoverhub does not represent or warrant that any Wediscoverhub Fees paid or payable will lead to a like, offer, chat and by extension, sale.
- 22.3 We reserve the right at any time to change our Wediscoverhub Fee rates. Unless otherwise agreed by Wediscoverhub's management, our Wediscoverhub Fee, once paid, is not refundable under whatsoever circumstances.

23. Purchase and Payment

- 23.1 Wediscoverhub supports one or more of the following payment methods in each country it operates in: -
- (a) Credit Card -- Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in; and
 - (b) Transfer of fund by way of Fast and Secure Transfer (FAST) or Interbank Funds Transfer.
- 23.2 Buyer may only change their preferred mode of payment for their purchase prior to making payment.
- 23.3 Wediscoverhub takes no responsibility and assume no liability for any loss or damages to Buyer arising from shipping information and/or payment information entered by Buyer or wrong remittance by Buyer in connection with the payment for the items purchased. We reserve the right to check whether Buyer is duly authorised to use certain payment method, and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

24. Seller Wallet

- 24.1 Your Account allows the storage of money you receive from your sales proceeds made on the Site ("**Seller Wallet**"). The sum of this money, minus any withdrawals of sales commissions, and/or Facilitated Payment payable to the Influencers (if you engage one) and/or any refund of a purchase to the Buyer, will be reflected as your Seller Wallet's balance.

- 24.2 You may transfer funds from your Seller Wallet (up to the amount of your Seller Wallet balance) to your linked bank account (“**Linked Account**”) by submitting a transfer request (“**Withdrawal Request**”) a maximum of once per day. Wediscoverhub may also automatically transfer funds from your Seller Wallet to your Linked Account on a regular basis, as determined by Wediscoverhub. Wediscoverhub shall only process such transfers on business days and such transfers may take up to two business days to be credited to your Linked Account. Wediscoverhub is only able to make payment to Sellers via bank transfer. Hence, Sellers are required to provide Wediscoverhub with their bank account details in order to receive payments from their Seller Wallet.
- 24.3 Sellers are entitled to one (1) free Withdrawal Request per week (“**Weekly Withdrawal Limit**”). Wediscoverhub may impose a fee of SGD0.20 for each additional Withdrawal Request made in excess of the Weekly Withdrawal Limit (“**Withdrawal Fee**”). The Weekly Withdrawal Limit and the Withdrawal Fee are subject to change at Wediscoverhub’s sole discretion.
- 24.4 Money from your sale of items on the Site shall be credited to your Seller Wallet within three (3) days after the item is delivered to Buyer or immediately after Buyer has acknowledged that they have received the item.
- 24.5 Once submitted, you may not modify or cancel a Withdrawal Request.
- 24.6 If there is an error in the processing of any transaction, you authorize us to initiate debit or credit entries to your designated bank account, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. If we are unable to debit your designated bank account for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that you have on file with us or to deduct the debit and applicable fees from your Seller Wallet in the future.
- 24.7 You authorize us to initiate debit or credit entries to your Seller Wallet: -
- (a) to correct any errors in the processing of any transaction;
 - (b) where Wediscoverhub has determined that you have engaged in fraudulent or suspicious activity and/or transactions;
 - (c) in connection with any lost, damaged or incorrect items;
 - (d) in connection with any rewards or rebates;
 - (e) in connection with any uncharged fees;
 - (f) in connection with the settlement of any transaction dispute, including any compensation due to, or from, you;
 - (g) in connection with any change of mind agreed to by both Buyer and Seller; and
 - (h) to deduct our Fee and the Facilitated Payment as stipulated in Section 11 and 12 above.
- 24.8 If, for any reason, the Seller's bank account cannot be credited and/or the Seller cannot be contacted, Wediscoverhub will use reasonable endeavours to contact the Seller using the contact details provided by him/her. In the event that the Seller cannot be contacted and the monies in the Seller’s

Wallet remain unclaimed for more than twelve (12) months after they become due to the Seller, Wediscoverhub will deal with such unclaimed monies in accordance with any applicable laws.

25. Return and/or Refund

25.1 Return and/or refund mechanism is a service provided by Wediscoverhub or its authorised agent to protect purchases. To protect against the risk of liability, payment for purchases made to Seller using the Services will be held by Wediscoverhub or its authorised agent (“**Wediscoverhub Shop Account**”) until: -

- (a) Buyer sends confirmation to Wediscoverhub that Buyer has received his/her goods, in which case, unless Section 24.2(d) applies, Wediscoverhub will release Buyer’s purchase monies [less the Seller’s proportion of the shipping fee (if applicable), tax amount, (if applicable) the cross-border fee, Wediscoverhub Fee and Facilitated Payment (if applicable)] in Wediscoverhub Shop Account to Seller;
- (b) Seven (7) days period which is computed from the date of delivery or attempt delivery by the Seller expires without any return or refund request from the Buyer, in which case, unless Section 24.2(c) or 24.2(d) applies, Wediscoverhub will release Buyer’s purchase monies [less the Seller’s proportion of the shipping fee (if applicable), tax amount, (if applicable) the cross-border fee, Wediscoverhub Fee and Facilitated Payment (if applicable)] in Wediscoverhub Shop Account to Seller;
- (c) Wediscoverhub determines that Buyer’s application for a return of goods and/or refund is successful, in which case, unless Section 24.2(d) applies, Wediscoverhub will provide a refund to Buyer, subject to and in accordance with the return and/or refund mechanism herein mentioned; and/or
- (d) such other time as Wediscoverhub reasonably determines that a distribution of Buyer’s Purchase Monies [less the Seller’s proportion of the shipping fee (if applicable), tax amount, (if applicable) the cross-border fee (defined below), Wediscoverhub Fee and Facilitated Payment (if applicable)] is appropriate, including, without limitation, where it deems reasonably necessary to comply with applicable law or a court order or to enforce these Terms of Service.

25.2 Seller will not receive interest or other earnings from the sum you have paid into Wediscoverhub Shop Account.

25.3 Buyer may apply for the return of the purchased item and refund prior to the expiry of the 7 days period from the date of delivery or attempt delivery by the Seller, if applicable, subject to and in accordance with this return and/or refund mechanism as herein mentioned. We reserve the right to cancel any transaction on the Site and Buyer agrees that Buyer’s sole remedy will be to receive a refund of the Buyer’s purchase monies paid into Wediscoverhub Shop Account.

- 25.4 The return and/or refund mechanism is only offered to Buyers who have made payment through the channels provided by Wediscoverhub into Wediscoverhub Shop Account and orders with tracked delivery only, which covers (a) item not received (b) item not as listed (c) the item is of a different variation, such as size, colour, model or version (d) the item is incomplete or has missing parts (e) the item is damaged or there is one or more undisclosed defect(s). Offline arrangements between Buyer and Seller will not be covered under this mechanism.
- 25.5 An item that is materially similar with subjective and non-significant variations from the Seller's listing and description will not be covered under Wediscoverhub return or refund mechanism. This includes but not limited to: -
- (a) item with signs of wear but was correctly listed as being in used condition;
 - (b) non-significant variations, including quality, for example: -
 - (i) item listed as light pink but received as rose pink;
 - (ii) item listed as palm-sized but received at 15cm; or
 - (iii) item listed as 8/10 used condition but receiver claims it is more of a 6/10.
- 25.6 There are 2 ways a Buyer can receive a refund: -
- (a) when item is not received or item received is not as listed, raise an issue in the chat and let your Seller know what went wrong. Both the Buyer and Seller have seven (7) days to resolve the dispute among themselves. The Seller may choose to "Offer refund" and the Buyer may choose to "Accept refund". Once accepted, both Seller and Buyer are required to notify Wediscoverhub via info@wediscoverhub.com pertaining to the refund and where applicable, the return of item(s). The refund will then be processed.
 - (b) If both the Buyer and Seller are unable to reach a resolution within 7 days, please contact us via info@wediscoverhub.com. We may contact both Buyer and Seller for further information, such as proof of delivery. A refund will only be processed if the criteria are met.
- 25.7 Seller/Buyer must be the beneficial owner of the Account and conduct transaction on the Site only on behalf of him or herself. Wediscoverhub may require Seller or Buyer to provide his or her personal data such as recent identity photograph, bank account details and/or any other such documentation necessary, for verification purposes, including verification required by third party payment processing and logistic service providers. Seller/Buyer hereby grants Wediscoverhub his/her consent to use or provide to third party his/her personal data to facilitate his/her use of the Site. Further, Seller/Buyer authorises Wediscoverhub to use his/her personal data to make any inquiries we consider necessary to validate his/her identity with the appropriate entity such as his/her bank.
- 25.8 Buyer and Seller acknowledge and agree that Wediscoverhub's decision (including any appeals) in respect of and relating to any issues concerning the return and/or refund is final.

25.9 For the avoidance of doubt, Wediscoverhub does not monitor return and/or refund process for any offline payment and transaction not conducted on the Site.

26. Delivery

26.1 Wediscoverhub will inform Seller when Wediscoverhub receives Buyer's purchase monies. Unless otherwise agreed with Wediscoverhub, Seller should then make the necessary arrangements to have the purchased item delivered to Buyer and provide details such as the name of the delivery company, the tracking number, etc. to Buyer through the Site.

26.2 Seller must use his/her best effort to ensure that Buyer receives the purchased items within, whichever applicable, the time period specified by Seller on Seller's listing.

26.3 Buyer understand that Seller bears all risk attached to the delivery of the purchased item(s) and warrants that he/she has or will obtain adequate insurance coverage for the delivery of the purchased item(s). In the event where the purchased item(s) is damaged, lost or failure of delivery during the course of delivery, Buyer acknowledge and agree that Wediscoverhub will not be liable for any damage, expense, cost or fees resulted therefrom and Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute.

26.4 For cross-border transaction, Buyer understand and acknowledge that, where a product listing states that the product will ship from overseas, such product is being sold from a Seller based outside of Singapore, and the importation and exportation of such product is subject to local laws and regulations. Buyer should familiarise themselves with all import and export restrictions that apply to the designating country. Buyer acknowledge that Wediscoverhub cannot provide any legal advice in this regard and agrees that Wediscoverhub shall not bear any risks or liabilities associated with the import and export of such products to Singapore.

26.5 The Seller shall at his/her own discretion determine bearing of the shipping cost/fee payable to the delivery company/logistic service provider for item purchased by the Buyer.

27. Seller's Responsibilities

27.1 Seller shall properly manage and ensure that relevant information such as the price and the details of items, inventory amount and terms and conditions for sales is updated on Seller's listing and shall not post inaccurate or misleading information.

27.2 Seller shall be entirely responsible for the loss, damage, merchantability, fitness, performance of the goods or services provided, the listing of goods or services, warranty of purchase and the like. The price of items/goods for sale will be determined by the Seller at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc. and Seller shall not charge Buyer such amount additionally and separately.

- 27.3 Seller agrees that Wediscoverhub may at its discretion engage in promotional activities to induce transactions between Buyer and Seller by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustment is applied to.
- 27.4 For the purpose of promoting the sales of the items/goods listed by Seller, Wediscoverhub may post such items/goods (at adjusted price) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign) operated by Wediscoverhub.
- 27.5 Seller shall issue receipts, credit card slips or tax invoices to Buyer on request.
- 27.6 Seller acknowledges and agrees that Seller will be responsible for paying all taxes, customs and duties for the item/goods sold and Wediscoverhub cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.
- 27.7 Seller acknowledge and agrees that Seller's violation of any of Wediscoverhub's polices and the Terms of Service will result in a range of actions as stated in Section 20.2 and 21.4.

28. Purchase and Sale of Alcohol

- 28.1 If you are buyer of alcoholic products ("**Alcohol**") ("**Alcohol Buyer**"): -
- (a) you represent and warrant that you and (if applicable) the person receiving the Alcohol ("**Recipient**") are aged 18 or above;
 - (b) you shall not request delivery of Alcohol to any public place (as that term is defined in the Liquor Control (Supply and Consumption) Act 2015 as amended from time to time); and
 - (c) if requested by an Alcohol Seller or Wediscoverhub (or its agents), you and/or the Recipient shall provide photo identification for age verification purposes.
- 28.2 If you are an Alcohol Seller, you represent and warrant that: -
- (a) you hold all necessary licences and/or permits to sell Alcohol through the Site, and shall provide a copy of such licences and/or permits and supporting documents to Wediscoverhub immediately upon request for verification purposes; and
 - (b) all information and documents provided to Wediscoverhub are true and accurate.
- 28.3 When delivering Alcohol to an Alcohol Buyer: -
- (a) the delivery agent reserves the right to request for valid photo identification for age verification purposes; and
 - (b) Wediscoverhub (via the delivery agent) reserves the right to refuse the delivery of Alcohol if the Alcohol Buyer and/or the Recipient appears intoxicated or is unable to provide valid photo identification for age verification purposes.

28.4 Each Alcohol Buyer and Alcohol Seller severally agrees to indemnify, defend and hold harmless Wediscoverhub, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the “**Indemnified Parties**”) from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any inaccuracy or breach of its representations in Section 28 (as applicable); and (b) its breach of any law or any rights of a third party.

29. Disputes

29.1 In the event a problem arises in a transaction, such problem shall be resolved according to Wediscoverhub’s policies and Terms of Service.

29.2 Each Buyer and Seller covenants and agrees that it will not bring suit or otherwise assert any claim against Wediscoverhub or its affiliates in relation to any transaction made on the Site or any dispute related to such transaction.

29.3 Buyer covered under return and/or refund mechanism may send written request to Wediscoverhub to assist them in resolving issues which may arise from a transaction upon request. Wediscoverhub may, at its sole discretion and with absolutely no liability to Seller and Buyer, take all necessary steps to assist Users resolving their dispute.

29.4 To be clear, the services provided under this Section 28 are only available to Buyers covered under return and/or refund mechanism. Buyer using other payment means for his/her purchase should contact Seller directly.

30. Disclaimers

30.1 The Services are provided “as is” and without any warranties, claims or representations made by Wediscoverhub of any kind either expressed, implied or statutory with respect to the Services, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. Without limiting the foregoing and to the maximum extent permitted by applicable law, Wediscoverhub does not warrant that the Services, this Site or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this site and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.

30.2 You acknowledge that the entire risk arising out of the use or performance of the Site and/or the Services remains with you to the maximum extent permitted by applicable law.

30.3 Wediscoverhub has no control over and, to the maximum extent permitted by applicable law, does not guarantee or accept any responsibility for: (a) the fitness for purpose, existence, quality, safety

or legality of items available via the services; or (b) the ability of Sellers to sell items or of Buyers to pay for items. If there is a dispute involving one or more users, such users agree to resolve such dispute between themselves directly and, to the maximum extent permitted by applicable law, release Wediscoverhub and its affiliates from any and all claims, demands and damages arising out of or in connection with any such dispute.

31. Exclusions and Limitations of Liability

31.1 To the maximum extent permitted by applicable law, in no event shall Wediscoverhub be liable whether in contract, warranty, tort (including, without limitation, negligence (whether active, passive or imputed), product liability, strict liability or other theory), or other cause of action at law, in equity, by statute or otherwise, for: -

(a) loss of use; (b) loss of profits; (c) loss of revenues; (d) loss of data; (e) loss of good will; or (f) failure to realise anticipated savings, in each case whether direct or indirect; or (g) any indirect, incidental, special or consequential damages, arising out of or in connection with the use or inability to use this site or the services, including, without limitation, any damages resulting therefrom, even if Wediscoverhub has been advised of the possibility of such damages.

31.2 You acknowledge and agree that your only right with respect to any problems or dissatisfaction with the Services is to request for termination of your Account and/or discontinue any use of the Services.

31.3 If, notwithstanding the previous Sections, Wediscoverhub is found by a court of competent jurisdiction to be liable (including for gross negligence), then, to the maximum extent permitted by applicable law, its liability to you or to any third party is limited to the lesser of: (a) any amounts due and payable to you pursuant to the value of the item you purchased; and (b) one hundred (SGD100).

31.4 Nothing in these Terms of Service shall limit or exclude any liability for death or personal injury caused by Wediscoverhub's negligence, for fraud or for any other liability on the part of Wediscoverhub that cannot be lawfully limited and/or excluded.

32. Links to Third Party Sites and Sharing Videos from YouTube

32.1 Third party links provided throughout the Site by the Seller are provided as a courtesy only, and the sites they link to are not under the control of in any manner whatsoever and you therefore access them at your own risk. Wediscoverhub is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. Wediscoverhub is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by Wediscoverhub of any linked site and/or any of its content therein.

32.2 Wediscoverhub allows Sellers to share videos from YouTube on the Site ("**YouTube Content**"). By sharing YouTube Content, you hereby agree to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>).

33. Seller’s Contributions to the Services

33.1 By submitting content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to Wediscoverhub. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any content contribution. You hereby grant Wediscoverhub and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.

33.2 Any content, material, information or idea you post on or through the Services, or otherwise transmit to the Site by any means (each, a “**Submission**”), is not considered confidential by Wediscoverhub and may be disseminated or used by Wediscoverhub without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By making a Submission to Wediscoverhub, you acknowledge and agree that Wediscoverhub and/or other third parties may independently develop software, applications, interfaces, products and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant Wediscoverhub and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the items identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our Privacy Policy except to the extent that you make such personal information publicly available on or through the Services.

34. Fraudulent or Suspicious Activity

34.1 If Wediscoverhub, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect Wediscoverhub, other Buyers or Sellers, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following: -

- (a) we may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;
- (b) we may suspend your eligibility for return and/or refund mechanism;

- (c) we may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Singapore or elsewhere and directed to Wediscoverhub;
- (d) we may refuse to provide the Services to you now and in the future;
- (e) we may hold your funds for a period of time reasonably needed to protect against the risk of liability to Wediscoverhub or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

34.2 For the purposes of this Section: -

- (a) “Chargeback” means a request that a Buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment;
- (b) “Claim” means a challenge to a payment that a Buyer or Seller files directly with Wediscoverhub;
- (c) “Reversal” means the reversal of a payment by Wediscoverhub because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by Wediscoverhub, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated these Terms of Service or any other Wediscoverhub policy, or (e) Wediscoverhub decided a Claim against you.

35. Indemnity

You agree to indemnify, defend and hold harmless Wediscoverhub, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the “**Indemnified Parties**”) from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction, (b) the return and/or refund mechanism, (c) the hosting, operation, management and/or administration of the Services by or on behalf of Wediscoverhub, (d) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (e) your use or misuse of the Services, (f) your breach of any law or any rights (including infringement of intellectual property rights) of a third party, or (g) any content uploaded by you.

SECTION D: GENERAL

36. Severability

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

37. Governing law

These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Singapore without regard to its conflict of law rules and shall be subject to the exclusive jurisdiction of Singapore courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, to the extent applicable, are expressly disclaimed.

38. General provisions

38.1 Wediscoverhub reserves all rights not expressly granted herein.

38.2 We may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

38.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

38.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and Wediscoverhub, nor does it authorise you to incur any costs or liabilities on Wediscoverhub's behalf.

38.5 The failure of Wediscoverhub at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

38.6 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for Wediscoverhub's affiliates and subsidiaries (and each of Wediscoverhub's and its affiliates and subsidiaries' respective successors and assigns).

38.7 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

38.8 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the UK Bribery Act, the US Foreign Corrupt Practices

Act and the Singapore Prevention of Corruption Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.

38.9 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at: info@wediscoverhub.com.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE “SIGN UP” OR “CONNECT WITH FACEBOOK” BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.