



TERMS OF USE

Version: 2.0

Effective Date: 28. September 2026

Document Owner: Greenhouse IT Pte. Ltd.

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Service (as that term is defined below). By *setting up an account*:
 - a you agree to these Terms; and
 - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Service, and you must immediately stop doing so.
- 1.3 These Terms, together with any applicable order, subscription confirmation, statement of work, Data Processing Agreement ("DPA") and any other written agreement expressly incorporated into these Terms or agreed between you and us in relation to the Service, form the agreement governing your access to and use of the Service (the Agreement).
- 1.4 If there is any conflict or inconsistency between these Terms and another document forming part of the Agreement, the following order of precedence applies to the extent of the conflict:
 - a) any applicable order, subscription confirmation or statement of work, solely in relation to commercial terms expressly stated in that document;
 - b) the DPA, solely in relation to the Processing of Personal Data;
 - c) these Terms; and
 - d) any other document incorporated into the Agreement,
 - e) except that, where applicable, the Standard Contractual Clauses incorporated into or entered into pursuant to the DPA prevail to the extent required by those Standard Contractual Clauses.

2 CHANGES

- 2.1 We may amend these Terms from time to time to reflect changes to the Service, applicable law, regulatory requirements, security requirements, our business or operational practices, or to clarify or correct these Terms.
- 2.2 We will notify you of any material amendment to these Terms by email, through the Service, or by another reasonable electronic means before the amendment takes effect. The notice will identify the effective date of the amended Terms and provide access to the amended Terms.
- 2.3 An amendment that materially changes your rights or obligations during a current paid Subscription Term will not apply to that Subscription Term without your agreement, unless the amendment is reasonably necessary to comply with applicable law, a binding regulatory requirement, or to address an urgent security or legal risk. Otherwise, such material amendment will apply from your next Renewal Date.
- 2.4 Non-material amendments, including corrections, clarifications and administrative changes that do not materially reduce your rights or increase your obligations, may take effect on the date stated in the notice.
- 2.5 If you do not agree to a material amendment that is to apply from your next Renewal Date, you may prevent renewal by cancelling your Subscription in accordance with clause 12 before that Renewal Date.
- 2.6 **These Terms were last updated on 28. September 2026.**

3 INTERPRETATION

In these Terms:

Add-on means an additional product, feature, extension, capacity upgrade or other optional component purchased in addition to a Subscription, including additional storage capacity and optional aniSYS extensions.

aniSYS Software means the software owned by us (and our licensors) that is used to provide the Service.

Billing Period means the recurring period for which Fees are charged under your Subscription, as specified when you purchase or renew the Subscription.

Confidential Information means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Service. Our Confidential Information includes Intellectual Property owned by us (or our licensors), including the aniSYS Software. Your Confidential Information includes the Data.

Data means all data, content, and information (including Personal Data) owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Service.

DPA means the Data Processing Agreement applicable to the Processing of Personal Data by us on your behalf in connection with the Service.

Fees means the applicable fees set out on our pricing page on the Website at www.anisys.tech/shop or as agreed otherwise in writing between you and us, as may be updated from time to time in accordance with clause 7.10.

Force Majeure means an event that is beyond the reasonable control of a party, excluding:

- an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- a lack of funds for any reason.

including and similar words do not imply any limit.

Intellectual Property Rights includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. *Intellectual Property* has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Monthly Availability means the percentage availability of the production environment of the Service during a calendar month, calculated in accordance with clause 4.6.

Monthly Equivalent Subscription Fee means the monthly equivalent of the Subscription Fees payable for the affected Service, calculated by dividing the applicable annual Subscription Fee by twelve where the Subscription is billed annually, or by using the applicable monthly Subscription Fee where the Subscription is billed monthly.

Objectionable includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

Party means either you or us, and *Parties* means both you and us. A *Party* includes that party's permitted assigns.

Permitted Users means your personnel who are authorised to access and use the Service on your behalf in accordance with clause 5.4.

a *Person* includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

Personal Data means any information relating to an identified or identifiable natural person and includes personal information, Personal Data and equivalent terms under applicable privacy and data protection laws.

Personnel includes officers, employees, contractors and agents, but a reference to your personnel does not include us.

Professional Services means consulting, training, implementation, migration, customisation or other professional services provided by us that are not included in a Subscription.

Renewal Date means the date on which a Subscription automatically renews in accordance with clause 7.3.

Renewal Term means each additional Subscription Term commencing upon automatic renewal of a Subscription.

Service means the aniSYS cloud-based software service and related functionality made available by us under your Subscription, including any Add-ons purchased by you, as described on the Website, in the applicable order or subscription confirmation, or otherwise agreed in writing.

Start Date means the date on which you first set up an account or, for a paid Subscription, the date specified in the applicable order or subscription confirmation, as applicable.

Subscription means your paid subscription to the Service under the plan selected by you and confirmed through the Website, our payment provider, an order, a subscription confirmation or otherwise in writing.

Subscription Term means the period for which a Subscription is purchased, including any Renewal Term.

Terms means these aniSYS Terms of Use.

Underlying Systems means the aniSYS Software, IT solutions, systems and networks (including software and hardware) used to provide the Service, including any third party solutions, systems and networks.

We, us or our means Greenhouse IT Pte. Ltd., company number 202345780W, a company incorporated in Singapore whose registered office is at 1 Scotts Road, #21-10 Shaw Center, Singapore 228208.

Website means the internet site at www.anisys.tech, or such other site notified to you by us.

Year means a 12-month period starting on the Start Date or the anniversary of that date.

You or your means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

Words in the singular include the plural and vice versa.

A *reference to a statute* includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

4 PROVISION OF THE SERVICE

4.1 We must use reasonable efforts to provide the Service:

- a in accordance with these Terms and Singapore law;
- b exercising reasonable care, skill and diligence; and

c using suitably skilled, experienced and qualified personnel.

- 4.2 Our provision of the Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Service to any other person.
- 4.3 The Service is designed to operate on a 24/7 basis. However, the Service may occasionally be unavailable due to maintenance or other development activity, Force Majeure, or other circumstances reasonably affecting the operation of the Service. Where reasonably practicable, we will provide advance notice of planned material unavailability through the Website, the Service and/or by email. The availability commitment applicable to the Service is set out in the following provisions of this clause 4.
- 4.4 Through the use of web services and APIs, the Service interoperates with a range of third party service features. We do not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third party feature, you are not entitled to any refund, discount or other compensation.
- 4.5 We commit to a Monthly Availability of at least 99.0% in each calendar month (the Availability Commitment), calculated in accordance with clause 4.6.
- 4.6 Monthly Availability is calculated as follows:

$$\text{Monthly Availability (\%)} = ((\text{Total Minutes} - \text{Unavailable Minutes}) / \text{Total Minutes}) \times 100$$

For the purposes of this calculation:

- a) Total Minutes means the total number of minutes in the applicable calendar month; and
 - b) Unavailable Minutes means the number of minutes during which the production environment of the Service is materially unavailable to you, excluding any Excluded Downtime under clause 4.7.
 - c) The Service is considered materially unavailable where authorised users are generally unable to access or use the core functionality of the Service due to a failure of the Service.
- 4.7 The following periods of unavailability are excluded from the calculation of Monthly Availability (Excluded Downtime):
- a) scheduled maintenance, where advance notice is provided where reasonably practicable;
 - b) emergency maintenance reasonably necessary to protect the security, integrity or stability of the Service;
 - c) unavailability caused by Force Majeure;
 - d) unavailability caused by your acts or omissions, or those of your Permitted Users or third parties acting on your behalf;

- e) failures of your systems, equipment, software, internet connectivity or networks outside our reasonable control;
- f) failures of third-party services or integrations that are not part of the core Service and are outside our reasonable control;
- g) suspension or restriction of the Service permitted under these Terms; or
- h) beta, preview, evaluation or other functionality expressly identified as being provided on a test or non-production basis.

4.8 If Monthly Availability falls below the Availability Commitment in clause 4.5, you are eligible for a service credit (Service Credit) calculated as follows:

- a) Monthly Availability below 99.0% but at least 95.0%: 5% of the Monthly Equivalent Subscription Fee;
- b) Monthly Availability below 95.0% but at least 90.0%: 10% of the Monthly Equivalent Subscription Fee; and
- c) Monthly Availability below 90.0%: 20% of the Monthly Equivalent Subscription Fee.

The maximum aggregate Service Credit for any calendar month is 20% of the Monthly Equivalent Subscription Fee for the affected Service.

4.9 Service Credits:

- a) are calculated against the Subscription Fees for the affected Service;
- b) are applied against future Subscription Fees and are not payable in cash;
- c) may not be transferred or exchanged for cash; and
- d) do not entitle you to a refund of Subscription Fees already paid.

Service Credits are the sole and exclusive contractual remedy specifically for a failure to meet the Availability Commitment, subject to any rights or remedies that cannot be excluded or limited under applicable law.

A failure to meet the Availability Commitment in a particular calendar month does not, by itself, constitute a material breach of the Agreement.

Except for the Service Credits expressly provided under this clause 4, any liability arising from or in connection with the Service remains subject to clause 11.

4.10 We use reasonable efforts to respond to support requests as promptly as reasonably practicable, taking into account the nature and severity of the issue. Support requests must be submitted through our designated support channels. Unless expressly agreed otherwise in writing, response and resolution times

are operational targets only and do not constitute guaranteed service levels. Resolution times may vary depending on the nature, severity and complexity of the issue.

- 4.11 To receive a Service Credit, you must submit a request to us within 60 days after the end of the calendar month in which the Availability Commitment was not met. The request must include sufficient information to allow us to identify the affected Service and the relevant period of unavailability.

We will verify the request against our monitoring and operational records. Where the request is valid, the applicable Service Credit will be applied to a future Subscription Fee.

5 YOUR OBLIGATIONS

- 5.1 You and your personnel must use the Service in accordance with these Terms solely for:
- a) your own internal organisational purposes in connection with the operation of animal shelters, animal rescue organisations and other animal welfare activities;
 - b) facilitating the administration of activities relating to the care, rescue, adoption and well-being of animals; and
 - c) lawful purposes, including compliance with any applicable laws regulating electronic communications.
- 5.2 You must not resell or make the Service available to any third party, or otherwise commercially exploit the Service.
- 5.3 It is expressly prohibited to use the Service for commercial purposes, including but not limited to breeding, commercial livestock operations and zoo management. You and your personnel are not authorised to exploit the Service for activities that involve the commercial exploitation of animals, such as breeding for profit, agricultural purposes, or entertainment venues.
- 5.4 When accessing the Service, you and your personnel must:
- a not impersonate another person or misrepresent authorisation to act on behalf of others or us;
 - b correctly identify the sender of all electronic transmissions;
 - c not attempt to undermine the security or integrity of the Underlying Systems;
 - d not use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Service;
 - e not attempt to view, access or copy any material or data other than:
 - i that which you are authorised to access; and
 - ii to the extent necessary for you to use the Service in accordance with these Terms; and

f neither use the Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading.

5.5 Without limiting clause 5.3, no individual other than a Permitted User may access or use the Service. You may authorise any member of your personnel to be a Permitted User, in which case you must set up each Permitted User their own unique account.

5.6 A breach of any of these Terms by your personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of these Terms by you.

5.7 You are responsible for procuring all licences, authorisations and consents required for you and your personnel to use the Service, including to use, store and input Data into, and process and distribute Data through, the Service.

6 DATA

6.1 You acknowledge that:

- a we may require access to the Data to exercise our rights and perform our obligations under these Terms; and
- b to the extent that this is necessary but subject to clause 9, we may authorise a member or members of our personnel to access the Data for this purpose.

6.2 You must arrange all consents and approvals that are necessary for us to access the Data as described in clause 6.1.

6.3 You acknowledge and agree that:

- a we may:
 - i use Data to generate anonymised and aggregated statistical and analytical data (**Analytical Data**); and
 - ii use Analytical Data for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights;
- b our rights in relation to Analytical Data under this clause 6.3 will survive termination or expiry of these Terms; and
- c title to, and all Intellectual Property Rights in, Analytical Data is and remains our property.
- d Analytical Data must not identify you or any natural person and must not reasonably be capable of being used by us to re-identify a natural person.

6.4 To the extent that Data contains Personal Data and we process that Personal Data on your behalf, you act as controller and we act as processor for the purposes of applicable Data Protection Laws, and such

processing is governed by the DPA. You are responsible for ensuring that you have an appropriate lawful basis and all necessary notices, permissions and authorisations required for the Processing of Personal Data through the Service.

- 6.5 We implement backup and recovery measures for the Service in accordance with our applicable technical and organisational measures. Unless expressly agreed otherwise in writing, such measures are intended for operational resilience and disaster recovery and do not constitute a separate archival or data retention service for you.
- 6.6 You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

7 SUBSCRIPTIONS, FEES AND PAYMENT

- 7.1 If you choose to subscribe to a paid plan, you agree to pay the Fees applicable to the Subscription selected by you, as specified on the Website, during checkout, in an applicable order or subscription confirmation, or as otherwise agreed in writing between you and us.
- 7.2 A Subscription may be offered on a monthly, annual or other Subscription Term as specified when the Subscription is purchased.
- 7.3 Unless cancelled before the applicable Renewal Date, a paid Subscription automatically renews at the end of the then-current Subscription Term for a Renewal Term equal to the preceding Subscription Term, unless a different renewal period is specified in the applicable order or subscription confirmation.
- 7.4 You may cancel the automatic renewal of your Subscription at any time before the Renewal Date. Cancellation prevents the next renewal but does not terminate the current Subscription Term early. You may continue to access and use the Service until the end of the current Subscription Term, subject to these Terms.
- 7.5 You may manage certain aspects of your Subscription, including cancellation of automatic renewal and updating your payment method, through the subscription management functionality or links provided by our merchant of record. Such links may be provided during checkout, in transaction or subscription emails, or otherwise made available to you. If you are unable to access the relevant subscription management functionality, you may contact us for assistance.
- 7.6 Fees for a Subscription Term are non-cancellable and non-refundable once that Subscription Term has commenced, except where expressly provided otherwise in these Terms, agreed by us in writing, or required by applicable law.
- 7.7 You agree to provide accurate, current, and complete billing information. It is your responsibility to promptly update your account and other information, including your email address and payment details, to ensure that we can complete your transactions and contact you as needed.

- 7.8 Payment processing and the sale of a Subscription may be facilitated by a third-party merchant of record or payment service provider. Where a merchant of record is used, that provider may be the seller of record for payment, invoicing, tax and related transaction purposes, and its applicable checkout and payment terms may also apply to the transaction.
- 7.9 All payments are processed in the currency specified on our website, and you are responsible for any currency conversion fees or other charges associated with your payment method.
- 7.10 Fees are exclusive of any applicable goods and services tax, value-added tax, sales tax, withholding tax or similar tax, unless expressly stated otherwise. You are responsible for providing any information reasonably required by us to determine the appropriate tax treatment of the supply.
- 7.11 You must pay the Fees:
- a *in accordance with the payment terms set out on our pricing page on the Website; and*
 - b electronically in cleared funds without any set off or deduction.
- 7.12 We may change the Fees applicable to a paid Subscription by giving you at least 30 days' notice before the change takes effect. Unless you expressly agree otherwise, a Fee increase will not apply during a Subscription Term for which the applicable Fees have already been paid or become payable and will instead apply from the next Renewal Date occurring after the notice period.
- 7.13 If you do not wish to pay an increased Fee that will apply from your next Renewal Date, you may cancel the automatic renewal of your Subscription before that Renewal Date. Your Subscription will then end at the expiry of the current Subscription Term.
- 7.14 You may purchase Add-ons for an existing Subscription where available. Unless otherwise specified at the time of purchase, an Add-on forms part of the existing Subscription and is subject to these Terms. The applicable Fees will be adjusted accordingly and will be displayed or otherwise communicated to you before the Add-on is purchased.
- 7.15 Unless otherwise specified at the time of purchase, an Add-on will follow the remaining Subscription Term and renewal cycle of the Subscription to which it is added. Fees for an Add-on may be prorated or otherwise adjusted for the remaining Subscription Term as displayed during the purchase process.
- 7.16 We may offer Professional Services separately from the Subscription. Unless otherwise agreed in writing, Professional Services are subject to these Terms and to any applicable quotation, order, statement of work or other written agreement between you and us. Fees for Professional Services are invoiced directly by us in accordance with the payment terms stated in the applicable quotation, order or invoice.
- 7.17 Fees for Professional Services are separate from the Fees payable for a Subscription and are not processed through our merchant of record unless expressly stated otherwise.

8 INTELLECTUAL PROPERTY

- 8.1 Title to, and all Intellectual Property Rights in, the Service, the Website and all Underlying Systems is and remains our property (and our licensors' property). You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.
- 8.2 You grant us, for the duration of the Agreement, a worldwide, non-exclusive, royalty-free licence to use, store, copy, process, transmit and otherwise handle the Data solely to the extent necessary to provide, operate, maintain, secure and support the Service and to exercise our rights and perform our obligations under the Agreement.
- 8.3 If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together **feedback**):
- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
 - b we may use or disclose the feedback for any purpose.
- 8.4 You acknowledge that the Service may link to third party websites or feeds that are connected or relevant to the Service. Any link from the Service does not imply that we endorse, approve or recommend, or have responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites or feeds.

9 CONFIDENTIALITY

- 9.1 Each party must, unless it has the prior written consent of the other party:
- a keep confidential at all times the Confidential Information of the other party;
 - b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
 - c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 9.1a and 9.1b.
- 9.2 The obligation of confidentiality in clause 9.1 does not apply to any disclosure or use of Confidential Information:
- a for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
 - b required by law (including under the rules of any stock exchange);

- c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
- e by us if required as part of a *bona fide* sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 9.

10 WARRANTIES

10.1 Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.

10.2 To the maximum extent permitted by law:

- a our warranties are limited to those set out in these Terms, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited to *SGD 1,000.00*; and
- b except for the Availability Commitment expressly set out in clause 4, we make no representation concerning the quality of the Service and do not promise that the Service will:
 - i meet your requirements or be suitable for a particular purpose, including that the use of the Service will fulfil or meet any statutory role or responsibility you may have; or
 - ii be secure, free of viruses or other harmful code, uninterrupted or error free.

10.3 You agree and represent that you are acquiring the Service, and accepting these Terms, for the purpose of trade. The parties agree that:

- a to the maximum extent permissible by law, any applicable consumer protection law does not apply to the supply of the Service or these Terms; and
- b it is fair and reasonable that the parties are bound by this clause 10.3.

10.4 Where legislation or rule of law implies into these Terms a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited, at our option, to:

- a supplying the Service again; and/or
- b paying the costs of having the Service supplied again.

11 LIABILITY

- 11.1 Subject to clauses 11.2 and 11.3 and to the maximum extent permitted by applicable law, our maximum aggregate liability under or in connection with these Terms or the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of all events occurring in any Year, must not exceed the total Fees paid or payable by you for the Service during the 12 months immediately preceding the first event giving rise to the relevant liability. If the relevant event occurs during the first 12 months following the Start Date, the cap is the total Fees paid or payable by you from the Start Date up to the date of that event.
- 11.2 Neither party is liable to the other under or in connection with these Terms or the Service for any:
- a loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
 - b consequential, indirect, incidental or special damage or loss of any kind.
- 11.3 Clauses 11.1 and 11.2 do not apply to limit our liability under or in connection with these Terms for:
- a personal injury or death;
 - b fraud or wilful misconduct; or
 - c a breach of clause 9.
- 11.4 Clause 11.2 does not apply to limit your liability:
- a to pay the Fees;
 - b under the indemnity in clause 6.6; or
 - c for those matters stated in clause 11.3a to 11.3c.
- 11.5 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.
- 11.6 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms or the Service.

12 TERM, TERMINATION AND SUSPENSION

- 12.1 These Terms commence on the Start Date and continue for as long as you have an account or Subscription or otherwise access or use the Service, unless terminated in accordance with these Terms.
- 12.2 A paid Subscription continues for the applicable Subscription Term and, unless cancelled before the Renewal Date, automatically renews in accordance with clause 7.3.

- 12.3 You may cancel the automatic renewal of a paid Subscription at any time before its Renewal Date. Unless otherwise expressly provided in these Terms or required by applicable law, such cancellation takes effect at the end of the then-current Subscription Term and does not entitle you to a refund or credit for any unused portion of that Subscription Term.
- 12.4 Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use the Service if the other party:
- a. breaches any material provision of these Terms and the breach is not:
 - i. remedied within 10 days after receipt of notice requiring the breach to be remedied; or
 - ii. capable of being remedied; or
 - b. becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.
- 12.5 Termination or expiry of these Terms does not affect either party's rights and obligations accrued before termination or expiry.
- 12.6 On termination or expiry, you must pay all Fees due and payable for the Service up to the effective date of termination or expiry.
- 12.7 Except where termination results from our material breach under clause 12.4 that remains unremedied within the applicable remedy period, or where required by applicable law, Fees already paid are non-refundable.
- 12.8 Where you terminate a paid Subscription under clause 12.4 due to our unremedied material breach, we will refund any prepaid Fees attributable to the period after the effective date of termination.
- 12.9 Following termination or expiry of a Subscription, we will make your Data available for export for a transition period of one month, unless a different period is agreed in writing or required by applicable law.
- 12.10 During that transition period, you may request or perform a standard export of your Data in the export format made available by the Service. We will not charge an additional fee for the standard export functionality. Additional migration, conversion, custom export or professional services requested by you may be subject to additional Fees agreed with you in advance.
- 12.11 After expiry of the transition period, we may delete the Data in accordance with the DPA, our applicable retention procedures and applicable law. Data contained in backups may remain until deleted through our ordinary backup retention cycle, provided that such Data remains protected in accordance with the DPA and is not restored except where necessary for disaster recovery, security or legal compliance.

12.12 Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Service and/or delete, edit or remove the relevant Data if we consider that you or any of your personnel have:

- a undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;
- b used, or attempted to use, the Service:
 - i for improper purposes; or
 - ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
- c transmitted, inputted or stored any Data that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
- d otherwise materially breached these Terms.

13 GENERAL

13.1 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure.

13.2 No person other than you and us has any right to a benefit under, or to enforce, these Terms.

13.3 For us to waive a right under these Terms, that waiver must be in writing and signed by us.

13.4 We are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms.

13.5 If we need to contact you under or in connection with these Terms, we may do so using the email address associated with your account or by another electronic means made available through the Service. You are responsible for keeping your contact information current. You may give any notice to us under or in connection with these Terms by emailing contracts@anisys.tech.

13.6 These Terms, the Agreement and any dispute or claim arising out of or in connection with them or the Service, including any non-contractual dispute or claim, are governed by and must be interpreted in accordance with the laws of Singapore. Each party submits to the non-exclusive jurisdiction of the courts of Singapore in relation to any dispute or claim arising out of or in connection with the Agreement or the Service.

13.7 Any provision of these Terms which by its nature is intended to survive termination or expiry will continue in effect, including provisions relating to intellectual property, confidentiality, liability, accrued payment obligations, data export and deletion, and any other rights or obligations which are intended to continue after termination or expiry.

- 13.8 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 13.9 Except as expressly permitted under clause 2 or otherwise expressly provided in the Agreement, any variation to the Agreement must be agreed in writing by both parties.
- 13.10 These Terms set out everything agreed by the parties relating to the Service, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in these Terms, and no such representation, warranty or agreement has any effect from the Start Date. Without limiting the previous sentence, the parties agree that it is fair and reasonable that they are bound by this clause.
- 13.11 You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.