

## FEETS APPLICATION SUBSCRIPTION AGREEMENT

This FEETS Application Subscription Agreement (“Agreement”) is made on the date as set forth in Item 1 FEETS Subscription Form (“Appendix C”) between **RISORSA UMANA SOLUTIONS VIETNAM COMPANY LIMITED** (Company No. 0312238022), a company incorporated in Vietnam with its business address at Unit R12, 3rd Floor, ACM Building, 96 Cao Thang, Ward 04, District 03, Ho Chi Minh City, Vietnam (“**Rams**”) and the **Customer, Company or Business**, the detail of which is as set forth in Item 2 FEETS Subscription Form. This Agreement, as well as the FEETS Subscription Form, FEETS Service Level Agreement (“SLA”), FEETS User Terms of Use and FEETS Privacy Policy incorporated herein together form an agreement between you and us and set forth the terms and conditions regarding your subscription, access and use of the Services (defined below). The FEETS Privacy Policy is available at Feets’s website. By using the Services, you accept and agree to be bound by this Agreement. This Agreement shall be applicable to both free and paid Authorized User using the Services. Please take note that throughout this Agreement, “we”, “our”, “us” refers to Rams, and “you”, “your”, “yours” refer to the Customer subscribing the Services. Rams and the Customer shall each be referred to as the “Party” and collectively as the “Parties”.

Rams is desirous of licensing the following items (collectively the “Services”) to the Customer and the Customer agrees to subscribe the Services upon the terms and conditions set out in this Agreement:

1. FEET’S mobile application software (the “**Apps**”);
2. [www.feets.me](http://www.feets.me) Admin Portal; and
3. FEET’S analytic dashboard and documents.

### NOW IT IS HEREBY AGREED AS FOLLOWS:

#### 1. DEFINITIONS

“Authorized User” means free and paid individual invited and authorized by the Customer to access the Apps.

“User Logins” means user access to the Apps.

“Admin Console” means admin user access to admin panel/dashboard.

“Confidential Information” means all non-public information, confidential or propriety information owned by both Parties in written, electronic or other form or media, whether or not marked, designated or otherwise identified as “Private and Confidential” or other terms that indicate the same, which includes Intellectual Property Rights, assets, codes, programs, designs, drawings, work and related products, notes, memoranda, samples, documents and/or records in any form whatsoever whether electronic or otherwise, relating to any matter concerning both Parties, its affairs, business, or any other person or entity having dealings with both Parties and all copies, reproductions and extracts thereof whether in whole or in part together with any other property of both Parties.

“Customer Administrator” means assigned admin personnel.

“Customer Content” means the content, materials and information, including without limitation, information about other users or the Customer, audio recordings, photographs, videos, documents or other materials that the Customer create, send, submit, upload, publish, display, link or customise, store or transmit in connection with the Services.

"Feets Content" means the Services and the content information, materials, computer code and software that are part of the Services, including, without limitation, software, its "look and feel", images, text, graphics, illustrations, trademarks, photographs, audio, videos and sound, but excluding Customer Content, and all Intellectual Property rights related thereto.

"Subscription" means Customer's subscription to the Apps.

"Subscription End Date" means the last date of the Subscription Period as stated in FEETS Subscription Form.

"Subscription Fee" means the price for the Customer's subscription as stated in FEETS Subscription Form.

"Subscription Period" means the Customer's subscription period as stated in FEETS Subscription Form.

"Subscription Plan" means Customer's subscription plan as stated in FEETS Subscription Form.

"Intellectual Property Rights" means any and all software, utilities, tools, systems and other methodologies and know-how, copyright, patents, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and Confidential Information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

## **2. INTERPRETATION**

- 2.1 The expression "Rams" and "Customer" include the subsidiaries and associated of Rams and the Customer.
- 2.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 2.3 The expression "person" or "persons" include corporations, individuals and fluctuating bodies of person.
- 2.4 Any reference to a specific written law or any general reference to written laws include any statutory extension, modification, amendment or re-enactment of it or them and any regulations, orders or other subsidiary legislation made under it or them.
- 2.5 References in this Agreement to any clause or sub-clause without further designation shall be construed as a reference to the clause or sub-clause to this Agreement so numbered.

## **3. EFFECTIVE DATE AND TERMS OF THE AGREEMENT**

- 3.1 This Agreement shall become effective as of the date set forth in Item 9 FEETS Subscription Form and shall continue in full force and effect throughout the Subscription Period as set forth in Item 8 FEETS Subscription Form until the end of subscription date set forth in Item 10 FEETS Subscription Form or until terminated under Clause 15 below.

3.2 This Agreement may be renewed by mutual written agreement of the Parties, and the Customer shall notify Rams thirty (30) days prior to the Subscription End Date for any renewal and/or upgrades.

#### **4. SERVICE**

4.1 Rams licences the use of the Apps to Customer on the basis of this Agreement and subject to any rules or policies applied by the Google Android/ Apple iTunes application store from whose site, located at <https://play.google.com/store/apps> or <https://www.apple.com/legal/internet-services/itunes/us/terms.html> ("Appstore"), the End-user downloaded the App ("Appstore Rules"). The Apps site is not sold, and instead is only licensed for Customer's use, strictly in accordance with this Agreement. Rams and/or the owners of the Apps site shall always remain the owners of the Apps.

4.2 Rams grants the Customer a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use the Services and to access Feets Content solely through the Customer's use of the Services.

4.3 **Operating system requirements** - The Apps requires an Android or iOS device with a minimum of 500MB of memory and mobile data or Internet access. Admin portal access is available through web browser.

4.4 By downloading the Apps from Google Play or Apple iTunes Store and clicking on the "Accept" button or otherwise use the Apps and/or the Services, or by signing this Agreement, the Customer agrees to be bound by **FEETS Service Level Agreement, FEETS User Terms of Use and FEETS Privacy Policy** which shall form an agreement between both Parties.

4.5 If the Customer enters into this Agreement on behalf of a company or other legal entity, the Customer represents that it has the authority to bind such entity and its affiliates to this Agreement. If the Customer do not have such authority, or if the Customer do not agree with this Agreement, **FEETS Service Level Agreement, FEETS User Terms of Use or FEETS Privacy Policy**, it must not accept this Agreement and may not use the Services. Where the context so requires, Customer includes the Authorised Users.

4.6 No oral warranties or representations shall bind Rams.

#### **5. YOUR SUBSCRIPTION**

5.1 In consideration of payment of the Subscription Fees, Rams will provide Customer with User Logins or the facility via an Admin Console to create User Logins for the number of Authorised Users for whom the Customer have purchased a Subscription to access the Services during the Subscription Period.

5.2 Customer shall be responsible for the accuracy of completing the online FEETS Subscription Form and shall also be responsible to give Rams any information necessary to enable Rams to perform Our obligations under this Agreement.

5.3 The Agreement between Rams and Customer shall come into effect when Rams accepts Customer's Subscription. No Subscription shall be deemed accepted by Rams until confirmed by email by Rams.

5.4 Rams shall have the right to refuse to accept any Subscription placed by the Customer through Our websites or online marketplace or purchase order form.

## **6. TRIAL PERIOD**

- 6.1 If the Customer register for a free trial and Rams accepts the registration, Rams will make one or more services available to the Customer on a trial basis free of charge ("Trial Period") until the earlier of;
- (a) the end of the free Trial Period; or
  - (b) the start date of any services to which the Customer subscribes.
- 6.2 There may be limitations to the functionality of the services or numbers of User Logins permitted during a Trial Period.
- 6.3 All provisions of this Agreement, FEETS Service Level Agreement, FEETS User Terms of Use and FEETS Privacy Policy except the requirement to pay a Subscription Fee and the benefits of the SLA will apply during the Customer's Trial Period, and additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference.
- 6.4 There shall be no obligation for Rams to retain or archive any Customer Content saved during the Trial Period unless Customer purchases a paid Subscription to the same Services as those covered by the trial before the end of the Trial Period.

## **7. SERVICE LEVELS AND SUPPORT**

- 7.1 Rams will take reasonable actions to ensure that the Services are available in accordance with Our SLA.
- 7.2 Access to the Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair, failures in the underlying hosting platform or for reasons beyond Our control.
- 7.3 Rams shall inform the Customer on the maintenance schedule and/or conducting any repair with at least 24 hours prior notice by e-mail.
- 7.4 Customer will, at its own expense, respond to questions and complaints from Authorised Users or third parties relating to Customer's or Authorised Users's Content. Customer will use its reasonable endeavours to resolve support issues before escalating them to Rams.
- 7.5 Rams shall provide a Customer Success Manager to assist the Customer in using the apps and to provide support for any matter regarding the Apps.
- 7.6 Rams will respond to support requests from Customer Administrators by email.

## **8. FEES AND PAYMENT TERMS**

- 8.1 In consideration of provision of the Services, Customer shall pay the Subscription Fees as set forth in Item 11 FEETS Subscription Form for the Subscription Period to Rams within 30 days from the invoice date.
- 8.2 The Subscription Fees excludes any taxes or similar governmental assessments ("Taxes") which shall be paid by Customer in addition. The Customer shall indemnify and hold Rams harmless from and against any penalties, interest or other tax liability arising from any failure by the Customer to pay the applicable Taxes or any tax exemption.

- 8.3 In the event the Customer wishes to issue any dispute on the invoice issued by Rams, it shall send a written notice of the dispute to Rams within fifteen (15) days after the invoice's date or the Customer shall be deemed to have waived its right to dispute the charges. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges.
- 8.4 The Parties shall use their best efforts to promptly resolve the disputed charges.
- 8.5 If Customer does not pay any Subscription Fee when due, Rams reserve the right (without prejudice to any other remedies we may have) to suspend and/or terminate Customer's access to the Services.
- 8.6 Customer will pay all Subscription Fees due to Rams under this Agreement without any set-off, deduction, counterclaim and/or other withholding of monies.
- 8.7 Payment of Subscription Fees shall not be deemed to be made until Rams received cleared funds in respect of the full amount outstanding.
- 8.8 If any amount owned by the Customer to Rams under this Agreement is thirty (30) or more days overdue, Rams reserve the right (without prejudice to any other remedies Rams may have) to suspend and/or terminate Customer's access to the Services until such amounts are paid in full.
- 8.9 Any fees not paid when due shall accrue interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower.

## **9. RAMS VALUE ADDED SERVICES**

- 9.1 In relation with the Subscription, Customer may rent a vending machine (the "Machine") from Rams. For avoidance of doubt, the Machine is provided by Rams's vendor (the "Vendor") and Rams acts as an independent contractor engaged in distributing the Machine to Customer. Rams is not an agent or legal representatives of the Vendor for any purpose, and has no authority to act for, to bind or commit on behalf of Vendor with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications.
- 9.2 For the purpose of rental of the Machine, Customer, Rams and Vendor shall enter into a Partnership Agreement to set forth the terms and conditions of the Machine rental.

## **10. CONFIDENTIALITY**

- 10.1 Customer acknowledges that all of the content contained within the Services is Rams's Confidential Information and Rams acknowledges that Customer Content is considered as Customer's Confidential Information.
- 10.2 Both Parties shall hold in trust and confidence the Confidential Information of the other Party and this obligation shall remain in full force and effect after termination of the Agreement for any reason.
- 10.3 Rams will take appropriate technical and organisational security measures against unauthorised or unlawful access to, use of or processing of Customer Content.
- 10.4 The breaching party shall be fully responsible to the aggrieved party for any damages or harm caused to the aggrieved party for any breach of confidentiality under this Clause 10. The aggrieved party shall be entitled to seek specific performance, injunction or other equitable remedies in addition to monetary damages or other remedies available at law or equity for such breach.

## **11. INTELLECTUAL PROPERTY RIGHTS AND CUSTOMER CONTENT**

- 11.1 Subject to the terms and conditions of this Agreement, during the Subscription Period, Customer has a non-exclusive, non-transferable, non-sublicensable right to access and use Feets Content for your own internal business purposes within your Business in accordance with this Agreement. No ownership rights are conveyed to the Customer. Rams and its licensors retain all right, title and interest (including all Intellectual Property Rights) in and to the Apps, the Services and any and all related and underlying technology, and any derivative works, modifications or improvements to any of the foregoing created by or on behalf of Rams, including based on the Customer's feedback. No rights are granted to the Customer, except as expressly set forth in this Agreement.
- 11.2 Customer, including its Authorized User shall not copy, develop or build any similar application as to the Apps and the Services.
- 11.3 All Intellectual Property Rights in the Customer Content belongs to Customer. Customer will ensure that Customer Content complies with applicable laws and regulations. Customer retains ownership and possession of the Customer Content at all times, and retains control of the Customer Content at all times except to the extent that Customer specifically authorizes Rams to exercise certain controls or modifications, as selected by Customer within the Services, over the Customer Content.
- 11.4 Rams may use anonymized statistical and summary information derived from such Customer Data and aggregate it with statistical information from other customers ("Non-Identifiable Summary Data") for Our business purposes, including without limitation for analysing customer needs and improving Our Services, and Rams shall own all right, title and interest in any such Non-Identifiable Summary Data.

## **12. PUBLICITY**

Rams may use Customer's name and/or logo ("Marks") on Our website, customer or vendor list (as applicable) or other marketing materials to refer to the relationship between the Parties pursuant to this Agreement. All such use shall be in accordance with Customer's usage policies and guidelines if provided in writing to Rams. If the Customer objects to any such use or wishes to revoke its permission to use its Marks hereunder, Rams shall cease any such use promptly after receiving notification. Neither Party's use of the other Party's Marks implies or confers any endorsement by either Party.

## **13. INDEMNIFICATION**

- 13.1 Rams will defend Customer and its affiliates participating under this Agreement ("Customer Indemnified Parties") and indemnify them against indemnified liabilities in any third-party legal proceeding to the extent arising from an allegation that Customer Indemnified Parties' use in accordance with this Agreement of any of Rams indemnified materials infringes the third party's Intellectual Property Rights.
- 13.2 Customer Indemnification Obligations. Unless prohibited by applicable law, Customer will defend Rams and its affiliates and indemnify them against indemnified liabilities in any third-party legal proceeding to the extent arising from:
- (a) any Customer indemnified materials; or
  - (b) Customer's or an Authorized User's use of the Services in violation of Clause 2 "Your Use of the Services" of FEETS User Terms of Use.

13.3 The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the third-party legal proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and third-party legal proceeding.

#### **14. FORCE MAJEURE**

14.1 If either Party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure (hereinafter defined), and if such Party gives written notice thereof to the other Party specifying the matters constituting Force Majeure, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the Party in question shall be excused performance or the punctual performance, as the case may be, as from the date of such notice for so long as such cause of prevention or delay shall continue. If such cause of prevention or delay shall continue for a period of thirty (30) consecutive days, either Party shall be entitled to terminate this Agreement by notice in writing to other Party.

14.2 For the purpose of this Agreement, "Force Majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Party to perform including, but not limited to the following:

- (a) strikes, lock-outs, boycott or other industrial action;
- (b) act of any sovereign including but not limited to civil commotion, riot, invasion, war threat or preparation for war, act of foreign enemies hostilities (whether war be declared or not), rebellion revolution, insurrection, military or usurped power of confiscation, nationalization, requisition;
- (c) an act of God, fire, explosion, storm, flood, earthquake, windstorm, subsidence, epidemic, pandemic or other natural disaster;
- (d) political interference with the normal operations of any Party;
- (e) act of government or governmental instrumental, law, judgement, order, decree or order not limited to declaration of movement control or lockdown;
- (f) destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action;
- (g) interruption or failure of utility service including but not limited to electronic power, gas, water, or telephone service; or
- (h) any other reason beyond the reasonable control of the Party.

#### **15. TERMINATION**

15.1 This Agreement will terminate on;

- (a) the expiry of the paid Subscription period if not renewed;
- (b) the expiry of any Trial Period;
- (c) either Party ceases or threatens to cease to carry on its business;
- (d) either Party has been debarred or suspended or has filed a petition in bankruptcy or become insolvent; or
- (e) any Party breaches or defaults any of the provisions of this Agreement, and the said party does not cure its performance within fifteen (15) days after receiving notice from the non-breaching party of such breach;

The non-breaching party may give written notice to the other party to terminate this Agreement and terminate the Customer's access to or discontinue the availability of the Services.

15.2 In the event Customer terminates the Subscription and/or this Agreement before the end of the Subscription Period or in the event that the number of Authorised Users for which Customer has paid

the Subscription Fee falls below the threshold of the particular Subscription Fee rate, Rams will not provide any refund of the Subscription Fee.

- 15.3 If either Party requests to terminate the Agreement for any reason other than specified in Clause 15.1 above, the Party must provide two (2) months' notices to the other Party. In the event of such termination, the Customer shall pay Rams any outstanding fees rendered up to the date of termination plus a transportation fee for the Machine, if applicable.
- 15.4 If applicable, at the expiration of this Agreement or any extension which is mutually agreed by all parties in writing, the Vendor shall, disconnect and remove the Machine on the date agreed by the parties and use its best effort to restore the areas of the premises in which the Machine are placed to their former state.

## **16. DISPUTE RESOLUTION**

Any dispute, claim, controversy, or difference between the Parties arising out of or relating to this Agreement shall be settled by means of cordial and constructive negotiation. In the event both Parties cannot settle such dispute, difference or claim within forty-five (45) days of first dispute occurred, then such disputes, claim, controversy or difference shall be submitted to the jurisdiction of Courts of Vietnam.

## **17. ANTI-CORRUPTION**

The Customer represents, acknowledges and warrants that:-

- (a) it conducts its business in compliance with the Anti-Corruption Law ("Law no.55/2005/QH11") and any similar applicable laws or regulations in the primary jurisdiction, in which both Parties are located, that relate to bribery or corruption (collectively, Anti-Corruption Laws") and have instituted and maintains policies and procedures and designed to promote and achieve compliance with the applicable anti-corruption laws;
- (b) it conducts its operations at all times in compliance with applicable Anti-Corruption Laws and there is no litigation, regulatory and administrative proceedings before any court, tribunal or agency with respect to any anti-corruption laws that have commenced or are scheduled to commence;
- (c) Rams shall have the right to suspend or terminate this Agreement on immediate written notice should Rams becomes aware of a breach of Customer's obligation or undertaking pursuant to the above, or violation of Anti-Corruption Laws. In the event of such suspension or termination, the Customer agrees that it shall cease and desist to have any right or legal recourse to enforce any of its rights against Rams and/or any related entity or person engaged by Rams in this Agreement. Upon such suspension or termination, Rams and its related entity shall be regarded as discharged from any further obligations;
- (d) any of its employees, subcontractors, independent consultants, agents or its related parties, is not a government official or other person who could not assert illegal and undue influence on behalf of itself. If any of the foregoing becomes a government official, it shall promptly be communicated to Rams of the same; and
- (e) it shall take all reasonable efforts to maintain adequate internal controls and procedures to ensure compliance with Anti-Corruption Laws including but not limited to procedures to ensure



that all transactions are recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

## **18. NOTICES**

Any notice given under this Agreement by either Party to the other must be in writing and may be delivered by raising a case with Rams\* Support, personally or by email. Notices will be delivered or sent to the postal or email addresses of the parties on the order, online registration or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Contract.

## **19. MODIFICATION AND WAIVER**

19.1 This Agreement may not be amended or modified except in writing signed by each of the Parties to the Agreement.

19.2 No failure or delay by either Party in exercising any right, power or privilege or to enforce any provision of this Agreement shall be construed as a waiver of its rights, nor shall any single or partial waiver preclude any other exercise of such right, power or privilege hereunder.

## **20. ENTIRE AGREEMENT**

This Agreement, FEETS Subscription Form, FEETS Service Level Agreement, FEETS User Terms of Use and FEETS Privacy Policy shall constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements of the parties with respect to the subject matter hereof. In case of contradictions between this Agreement and the attachments herein, this Agreement will prevail. In the event of any dispute relating to the product, the Apps or Intellectual Property, such dispute shall be governed by the Malaysian laws and be referred to the exclusive jurisdiction of the Courts of Malaysia.

## **21. COUNTERPARTS AND RIGHT**

This Agreement may be signed in counterparts, of which taken together and when delivered to the Parties shall constitute one and same agreement. The person signing on behalf of the Parties represents that he or she has the right and power to execute this Agreement.

## **22. SIGNATORY**

By clicking, submitting or signing the FEETS Subscription Form, the Parties agree this Feets Application Subscription Agreement shall be deemed to have the same legal effect as handwritten signatures for the purposes of validity, enforceability and admissibility, and that the signature of the signatory transmitted by facsimile or other electronic means shall be deemed to be its original signature for the purposes of this Agreement. The exchange of copies for this Agreement and of the signature page thereto by facsimile or other electronic means of transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

**23. ASSIGNMENT**

Both Parties shall not transfer or assign all or any of its rights, obligations or benefits hereunder to any third party unless otherwise agreed by the other Party in writing.

**24. COSTS**

The Parties shall bear its own legal cost and other costs incidental to the preparation and finalization of this Agreement.

**25. SUCCESSOR BOUND**

This Agreement shall be binding upon the Parties hereto and their respective successors in title and permitted assigns.

**26. SEVERABILITY**

Notwithstanding that any provision of this Agreement may prove to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**27. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of Vietnam and the Parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of Vietnam.

**28. TIME**

Time whenever and wherever mentioned shall be of the essence of this Agreement.

**[Next page is the Appendix A]**

## **APPENDIX A**

### **FEET'S SERVICE LEVEL AGREEMENT ("SLA")**

**(This Appendix A attached to this Feets Application Subscription Agreement constitute an integral part of the Agreement)**

During the term of Feets Application Subscription Agreement (the "Agreement"), the FEETS mobile and Services web interface will be operational and available to Customer at least 99% of the time in any calendar month.

#### **Scheduled Maintenance**

Downtime that results from Scheduled Maintenance does not count against the SLA. There will be no more than 24 hours of aggregate Scheduled Maintenance per month.

#### **SLA Exclusions**

This SLA does not apply to any services that expressly exclude the FEETS Terms of Use (as stated in the documentation or the relevant Terms of Use for such services) or any performance issues: (i) caused by factors described in the "Limitation of Liability" section of the FEETS Terms of Use or "Force Majeure" in the Agreement; (ii) that resulted from Customer or third party software or hardware, or as a result of action or inaction on behalf of the Customer or third party; (iii) that resulted from AliCloud performance; (iv) caused by problems outside of FEETS reasonable control.

**[Next page is the Appendix B]**

## APPENDIX B

### FEET'S USER TERMS OF SERVICE

**(This Appendix B attached to this Feets Application Subscription Agreement constitute an integral part of the Agreement)**

Effective date: 20 August 2021

Welcome to FEETS! These FEET'S User Terms of Use (the "Terms") and FEETS Privacy Policy govern your use of FEETS standard websites, FEET'S mobile application software (the "Apps"), FEET'S analytic dashboard and documents and online services that we operate and that link to these Terms of Service (the "Services"). The provisions of this Terms will control over any directly conflicting provisions of FEETS Privacy Policy. Please remember that Services are intended for your own business purposes only. You represent and warrant that you have the capacity to enter this Terms relating to the Services. By using the Services, you accept and agree to be bound by this Terms. Please take note that throughout this Terms, "we", "our", "us" refers to FEETS\*, and "you", "your", "yours", "Customer" refer to the end user/customer using the Services.

*\*FEETS refers to Feet's Sdn Bhd and its subsidiaries.*

#### 1. YOUR BUSINESS COMMUNITY AND GROUPS

1.1 In order to create a FEETS account, you must either sign up with:

- (a) an email address provided to you by your employer or other professional association or organisation (the "Business") using their email business domain ("Business Email Domain"); or
- (b) a personal email address, phone number or other credential that is not owned by a Business, you will not have the opportunity to automatically join an existing FEETS community, unless you have been invited to it.

Any users within the same community can see other users in their community, create groups or join existing groups.

1.2 You acknowledge that you are solely responsible for the purposes for which you use the Services and for Your Content (defined below).

1.3 You acknowledge and agree that, at any time, if you have created a FEETS account:

- (a) with a Business Email Domain, the Business may elect to assume and have full control over (including the ability to delete): (i) the Business community; (ii) your FEETS account; (iii) any groups that you create or join within a Business community; and (iv) all existing and future Content (defined below); or
- (b) with a personal email address, phone number or other credential that is not owned by a Business, and have shared content within a Business group or community (or communities) which were created or administered by users who have joined with a Business Email Domain, the Business may elect to assume and have full control over (including the ability to delete): (i) the Business community or communities; (ii) any groups that you create or join within that Business community; and (iii) all existing and future Content shared within that Business community, including all FEETS Chat content with members of that Business community.

#### 2. YOUR USE OF THE SERVICES

2.1 In this Terms, "Our Content" means the Services and the content information, materials, computer code and software that are part of the Services, including, without limitation, software,

- its "look and feel", images, text, graphics, illustrations, trademarks, photographs, audio, videos and sound, but excluding Your Content, and all Intellectual Property rights related thereto.
- 2.2 Subject to the terms and conditions of this Terms, during the duration of your use of the Services, you have a non-exclusive, non-transferable, non-sublicensable right to access and use Our Content for your own internal business purposes within your Business in accordance with this Terms. No ownership rights are conveyed to you. FEETS and its licensors retain all right, title and interest (including all intellectual property rights) in and to the Services and any and all related and underlying technology, and any derivative works. No rights are granted to you, except as expressly set forth in this Terms.
- 2.3 You are responsible to:
- (a) keep your account login credentials confidential and not disclose it to any third party. FEETS is not liable for any damages, losses or liability to you, your Authorized Users, or a third party, for any activity occurring under the Authorized Users' accounts if accessed with the correct login credentials;
  - (b) comply to all FEETS's policies and practices that are relevant to your use of the Services;
  - (c) any settings selected by you through the Services that may impact your/Authorized Users' use of the Services or access to Your Content;
  - (d) ensure the transfer and processing of Your Content complies with all applicable laws. FEETS has no liability with respect to any of Your Content or the way you/your Authorized Users choose to use the Services to store or process any of Your Content;
  - (e) configure your own information technology, device platforms and security software (including anti-virus software) in order to access or use the Services;
  - (f) the security of any User Login and Admin Console access and you shall immediately notify FEETS if you are aware of any breach of security including breach of username and password; and
  - (g) ensure that you have many tools and controls over your Authorized Users' use of the Services and Your Content.
- 2.4 You will not use the Services to:
- (a) post or transmit any material that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may be detrimental to FEETS's reputation or to the reputation of any third party, cause annoyance or inconvenience;
  - (b) post or transmit hate speech on FEETS because it creates an environment of intimidation and exclusion and in some cases may promote real-world violence. We define hate speech as a direct attack on people based on what we call protected characteristics – race, ethnicity, national origin, religious affiliation, sexual orientation, caste, sex, gender, gender identity and serious disease or disability. We also provide some protections for immigration status. We define "attack" as violent or dehumanising speech, statements of inferiority, or calls for exclusion or segregation;
  - (c) post or transmit any imagery or video of violence committed against people or animals with comments or captions by the poster that contains: enjoyment of suffering, enjoyment of humiliation, erotic response to suffering, remarks that speak positively of the violence; or remarks indicating that the poster is sharing footage for sensational viewing pleasure;
  - (d) post or transmit unsolicited, unauthorized, 'junk mail', 'spam', 'chain letters';
  - (e) post or transmit any material for which you has not obtained all necessary consents, licences and/or approvals or which would infringe the trademarks, copyright or Intellectual Property Rights of third parties;
  - (f) in any way which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in Malaysia, Indonesia, Thailand or Singapore or in any other country in the world; and

- (g) in anyway which is technically harmful (including without limitation, using the Services to transmit or post computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 2.5 You shall not:
- (a) share User Login details with any third party, share User Login access with multiple Authorised Users or provide access to the Services for the benefit of third parties;
  - (b) alter any part of the Services, remove any notice of proprietary rights from the Services or reverse engineer the Services
  - (c) copy, develop or build any similar application as to the Apps and the Services; and
  - (d) challenge FEETS's Intellectual Property Rights in the Services, except for content posted by your Business or users.
- 2.6 FEETS may at our sole discretion, and by giving prior notice to you, suspend or cancel your Subscription or access to the Services either for all Authorised Users or for individual Authorised Users if you breach any of this Terms.

### **3. YOUR CONTENT**

- 3.1 You represent and warrant that you have or have secured all necessary rights (including Intellectual Property Rights) and permissions to share, distribute, publish and make available the content, materials and information, including without limitation, information about other users or your Business, audio recordings, photographs, videos, documents or other materials that you create, send, submit, upload, publish, display, link or customize, store or transmit in connection with the Services ("Your Content") and license Your Content, and that Your Content will not infringe the rights of any third party. FEETS does not claim ownership to Your Content, except for Our Content that we license to you, which may be incorporated into Your Content.
- 3.2 Certain features of the Services enable you to submit or share Your Content to the Services or with other users. You understand that if you do this, Your Content will be visible to others and you agree that they may freely view, use, distribute, reproduce, display, adapt and transmit Your Content in connection with their use of the Services.
- 3.3 In consideration of your access and use of the Services, you grant us, for the duration of your use of the Services, a worldwide, non-exclusive, unlimited, non-transferable, sub-licensable, fully paid-up, royalty-free licence to use/store Your Content, as required or permitted by this Terms; or as otherwise agreed with you in writing. This licence ends on the earliest of the dates when Your Content or user account is deleted. However, you understand that removed content may persist in backup copies for a reasonable period of time.
- 3.4 FEETS will process Your Content only by your instructions and are not responsible for any Your Content or the way you/your Authorized Users choose to use the Services to store or process any Your Content.
- 3.5 FEETS recognizes that in the course of carrying out our obligations under this Terms, we may have access to the Confidential Information belonging or pertaining to Your Content and in this respect, We hereby undertakes on behalf of ourself and all persons and entities that we has been granted access to Yor Content and Confidential Information in accordance with this Terms that:-
- (a) we shall not use or copy Your Content for any reason other than for the purposes of providing the Services; and
  - (b) we shall comply with all applicable laws pertaining to the privacy of Your Content.
- 3.6 You and your Authorized Users shall be solely responsible for Your Content and the consequences of posting, submitting or sending Your Content on or to the Services. You further agree that you will not submit to the Services any of Your Content or other material that is contrary to applicable local, national, and international laws and regulations.
- 3.7 We accept no responsibility for the accuracy or otherwise of Your Content that we store and process on your behalf. During the period in which you have a FEETS user account, you may

delete Your Content stored on the Services. The creation of backup copies of Your Content is your sole responsibility, and we are not liable for any loss of or damage to Your Content.

- 3.8 We may deploy automated technologies to detect child pornography or other abusive material that may harm our Services, users or others. We reserve the right, but, to the maximum extent allowable by law, disclaim any obligation to edit, suspend access to, limit distribution of or remove any of Your Content that we determine to be in breach of this Agreement.

#### **4. PRIVACY POLICY AND SECURITY**

4.1 You should refer to the FEETS Privacy Policy for more details on how Your Content and data submitted to us or created as part of your use of the Services is managed.

4.2 We will take appropriate technical and organisational security measures against unauthorised or unlawful access to, use of or processing of your Content.

#### **5. THIRD-PARTY WEBSITES**

Our Content may contain links to third-party websites. This does not imply our endorsement of any website, and we are not responsible for the actions, content, information or data of third-party websites or actions or any links contained in them, or any changes or updates to them. Third-party websites will likely provide their own terms and conditions of use and privacy policies that may apply to you.

#### **6. SUSPENSION AND TERMINATION**

6.1 We may terminate your account or this Terms (in whole or in part) for any reason at any time.

6.2 We reserve the right to limit your access to, change, withdraw, suspend or discontinue the Services (or a part of them) at any time, at our sole discretion, without providing notice to you. We may do so, for example, if we are no longer able to provide a Service, if user feedback suggests that we need to make a change, due to technology improvements, or if our third-party service providers stop permitting us to use or provide access to their resources.

6.3 If your FEETS user account or the Services are terminated, your right to access and use the Services and Your Content immediately ends and any licences granted under this Terms shall terminate.

#### **7. WARRANTIES AND LIMITATION OF LIABILITY**

7.1 You will resolve any claim, cause of action or dispute (claim) that you have with us, which arises out of or relates to this Terms or FEETS application exclusively in Malaysia, and you agree to submit to the jurisdiction of the Malaysian law and courts for the purpose of litigating all such claims. The laws of Malaysia will govern this Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

7.2 If anyone brings a claim against us in relation to your actions, content or information on FEETS, you will indemnify and hold us harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on FEETS and are not responsible for the content or information that users transmit or share on FEETS. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information that you may encounter on FEETS. We are not responsible for the conduct, whether online or offline, of any user of FEETS.

7.3 WE TRY TO KEEP FEETS UP, BUG-FREE AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FEETS AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FEETS WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT FEETS WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FEETS IS NOT RESPONSIBLE FOR THE

ACTIONS, CONTENT, INFORMATION OR DATA OF THIRD PARTIES; AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FEETS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. SOME FINAL TERMS**

- 8.1 This Terms is written in English. To the extent that any translated version of this Terms conflicts with the English version, the English version controls.
- 8.2 This Terms makes up the entire agreement between you and us, regarding the Services, and supersedes any prior representations or agreements for the Services. You confirm that you have not relied on any prior representations or agreements. Headings are for reference purposes only and do not form part of this Agreement.
- 8.3 We may revise these Terms from time to time. The current version of the Terms will govern our relationship with you. We will try to notify you of material amendment, for example via a notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.