

TAMAGO WEBSITE TERMS OF USE

PERSONAL DATA AND PRIVACY

To learn about how Asia Sports Ventures Pte Ltd (“**ASV**”) collects & protects your personal data, refer to our **ASV Privacy Policy** available at www.tamago.live/privacy-policy. Note that any non-personal information or material disclosed to ASV by you will generally NOT be treated as confidential.

1. ACCEPTANCE OF TERMS - GENERAL

- 1.1 The use of the Website is subject to this Website Terms of Use (“**TOU**”). By accessing and using the Website you agree to be bound by this TOU, and any Notices (which term shall include guidelines and rules) which may be posted by ASV on the Website from time to time and are by reference incorporated into this TOU. If you do not agree to this TOU, you must not use our Website.
- 1.2 You agree that ASV may modify and amend this TOU at any time without notice to you. Unless explicitly stated otherwise, any new service introduced on this Website by ASV, shall be subject to this TOU. All such modifications and amendments, as well as any Notices we may issue from time to time, are hereby incorporated by reference into the TOU. You are responsible for reviewing the TOU & Notices posted on the Website. By continuing to use the Website, you are deemed to have agreed to be bound by any modifications and amendments to this TOU.
- 1.3 These TOU shall apply to the exclusion of any other terms and conditions which you may purport to apply and in whichever way you purport to introduce them (“**Your Provisions**”). For the avoidance of doubt, you acknowledge and agree that ASV shall not be bound by any of Your Provisions.
- 1.4 You can access the Website home page and browse the Website without disclosing your personal data. The service and links of the Website may include links to third party websites and are subject to Clause 8 herein.
- 1.5 Owing to the global nature of the internet infrastructure, the information you provide may be transferred in transit to countries that do not have similar protection regarding your data and its use as set out in this terms and conditions. By submitting your information, you consent to these transfers.

2. DEFINITIONS AND INTERPRETATION

2.1 In this TOU, the following words or expressions shall have the following meanings, unless the context otherwise requires:

“Applicable Laws” means any statutes, laws, rules, regulations, codes and ordinances, any judicial or administrative court rulings or judgments that are applicable to this Website, the matters raised in these TOU and/or the subject matter of this TOU.

“ASV, “we”, “us” or “our” means Asia Sports Ventures Pte. Ltd (UEN Number: **201223076K**), having its registered address at 192 Waterloo Street, #05-01 Sky Line Building, Singapore (187966), which manages and operates the Website and the Tamago App.

“ASV Group” means ASV and any person or entity controlling, controlled by, or under common control with ASV. **“Control”** means ownership of shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent) of a company.

“ASV Membership” means a membership account which retains all personal and non-confidential information pertaining to registered members of the Website and allows registered members to participate in ongoing contests on the Website.

“ASV Mobile Service” has the meaning ascribed to it in Clause 13.1.

“Content” means any and all content (including linear and non-linear programming) which includes without limitation all forms of text, graphics video, audio, files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content and User Generated Content made available on or through the Services.

“Parties” means you and ASV collectively and **“Party”** means either one of them.

“Personal Data” means data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the organisation has or is likely to have access

“Services” shall mean the Tamago Service, ASV Mobile Services and other interactive or online services made available to you by ASV Group.

“Tamago App” means the software programme managed and/or operated by ASV and is designed to run on compatible devices for you to access the Tamago Service, made available on the application distribution platform such as Apple App Store and Google Play and/or through any other different distribution platform, whether known now or in the future.

"Tamago Service" means the service in which you are provided with access to the Content over the Internet via the Tamago App.

"User Generated Content" means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video or audio or other data or information Posted by a user.

"Website" shall mean the online portal www.tamago.live which is managed and/or operated by ASV, providing a venue/platform to the users of the Website to learn more about the Tamago Service and that may be used to allow users access to contests or other services that ASV may offer on the Website from time to time.

"You/you" and **"Your/your"** means the individual who is accessing and/or using the Website.

2.2 Unless the contrary intention appears:

- (a) Headings are for convenience only and shall not in any way affect the interpretation and construction of this TOU & Notices.
- (b) Words imparting the singular shall include the plural and vice versa.
- (c) Words importing a gender shall include every gender.
- (d) References to any person shall include an individual, company, corporation, firm partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (e) References to "include", "including" or words of similar import shall mean "without limitation".
- (f) Where any reference is made to reservation of a right in favour of ASV, the exercise of such right shall be unfettered and at the sole and absolute discretion of ASV without the need for ASV to assign any reason thereto.
- (g) No rule of construction shall apply to the detriment of a Party because that a party had control over the drafting of this TOU or any part of it.

3. REGISTRATION, USE AND SECURITY

3.1 To be a registered member of the Website, you must provide the information required in the ASV Membership registration form. Registration is required in order to access the contests and other services we may provide via the Website from time to time. You will need to provide a unique password and e-mail address in order to complete the ASV Membership registration process. You are responsible for maintaining the confidentiality

of the password and e-mail address, and are fully responsible for all activities that occur under your password or e-mail address whether or not actually or expressly authorized and/or used by you. If you know or suspect that anyone other than you knows your e-mail address and password, you must promptly notify us at ask@tamago.live.

- 3.2 ASV reserves the right to terminate any dormant ASV Membership that has not been used or accessed for a period of six months or longer.
- 3.3 Information on the Website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. ASV may also make improvements and/or changes to the Website including to the published subscription fees and rates for the Tamago Service, at any time without notice.
- 3.4 You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the ASV Membership registration form and (b) maintain and promptly update such registration data to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if ASV suspects that such information is untrue, inaccurate, not current or incomplete, ASV has the right to suspend or terminate your ASV Membership and refuse to you any and all current or future use of the Website (or any part thereof).
- 3.5 The Website may not be available to all devices which connect to the Internet. You are responsible for making all arrangements necessary for you to have access to our Website. You assume all responsibility regarding the end-user equipment and software necessary to access the Website and assume all risk associated therewith.
- 3.6 The Website may not be available to be accessed from all regions and countries of the world. ASV reserves the right, in its sole discretion, to limit or terminate your ability to access the Website from certain regions or countries, and you assume all risk associated with the accessibility of the Website from any given region or country of the world.
- 3.7 ASV reserves the right to limit or prohibit your entry into the Website in its sole discretion and shall not be liable for such limitation or prohibition.
- 3.8 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these TOU, any Notices, and any other applicable terms and conditions, and that they comply with them.

4. YOUR CONDUCT

- 4.1 You agree to use the Website only for lawful purposes and in accordance with this TOU.

- 4.2 You agree to (a) notify ASV immediately of any unauthorized use or any other breach of security, and (b) ensure that you exit from your ASV Membership at the end of each session. ASV cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.
- 4.3 Your ASV Membership is not transferable and may not be assigned to any third party. The Website is provided to you for internal, personal use by you only. You may not allow any other person to: (a) resell, timeshare, sublicense, or otherwise transfer all or any portion of the Website to any other party; or (b) make commercial use of the Website without the express written consent of ASV.
- 4.4 You agree to abide by all Applicable Laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your communication through the Website. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all Applicable Laws regarding on-line communication in the country in which you reside.
- 4.5 You may not use the Website in any manner that could damage, disable, overburden, or impair the Website (or the network(s) connected to the Website and/or Services) or interfere with any other party's use and enjoyment of the Website and/or Services. You may not attempt to gain unauthorized access to the Website and other ASV Memberships, computer systems or networks connected to the Website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.
- 4.6 You will not post or transmit through the Website any defamatory, harmful, obscene, threatening, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are crude, racist sexist, vulgar, or otherwise offensive. Always treat other users with respect.
- 4.7 You will not post or otherwise make available on the Website any material, which you do not own without the express permission of the owner of the material.
- 4.8 You will not broadcast, copy, download, frame, reproduce, republish, transmit in any manner whatsoever, any material on the Website except as is strictly necessary for your own personal non-commercial home use.

- 4.9 You will abide by the specific rules of any competition or promotion that you participate in on or via the Website. Unless we tell you otherwise, all prize draws and competitions offered via the Website are not open to anyone outside the country or territory in which the contest is conducted.
- 4.10 You will not do anything that affects the operability or security of the Website or causes unreasonable inconvenience or offence or disruption to our staff.

5. TERMINATION/ACCESS RESTRICTION

- 5.1 You may terminate and close your ASV Membership by e-mailing ASV at ask@tamago.live from the e-mail address provided by you the time you opened your ASV Membership and created your e-mail address. Your e-mail must expressly state that you wish to terminate your ASV Membership.
- 5.2 Without limiting anything herein contained, ASV reserves the right to terminate your ASV Membership and your use of the Website without notice and for any reason.
- 5.3 In addition to any termination rights ASV may have under this TOU and any applicable Notices, ASV may suspend or terminate your ASV Membership and access to the Website without notice and in its sole discretion if:
 - 5.3.1 Your ASV Membership is inactive, which is defined as you failing to log into your ASV Membership for an extended period of time, as specified in Clause 2.2 above.
 - 5.3.2 ASV suspects fraudulent use (Fraudulent use of an account may include but is not limited to: (a) permitting access to your e-mail address and password to third parties, or (b) entering invalid or apparently invalid user information for your ASV Membership, or (c) attempting to register for free, trial, or promotional offers, or to attempt to enter contests, under several aliases or with different user information to circumvent any one-trial-per-user limitation) of the Website and/or your ASV Membership.
 - 5.3.3 You materially violate this TOU or any Notice posted from time to time on the Website, or any Applicable Law, rule or regulation relating to the use of the Website.
 - 5.3.4 Any law, regulation, or governmental action renders all or any portion of the Website unlawful or impracticable.

- 5.3.5 Your use of your ASV Membership or the Website impairs or threatens to impair the integrity or functionality of the ASV network in any manner.
- 5.3.6 If ASV in its sole discretion determines that you have violated or acted inconsistently with the letter or spirit of this TOU & Notices.
- 5.4 You agree that ASV shall not be liable to you or any third party for any termination of your access to the Website or your ASV Membership.

6. DISCLAIMER LIMITATION OF LIABILITY & INDEMNITY

- 6.1 ASV makes no warranty that the Website will meet your requirement or that the Website will be secure, timely, uninterrupted or error free, or that any data, content, information, software or other material accessible on or through the Website or your ASV Membership are true, accurate, or are free of viruses or other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data. All use of the Website is at your own risk and you are solely responsible for all damages resulting therefrom.
- 6.2 The Website is not intended for "mission critical" circumstances and is provided on an "as is," where is" and "as available" basis, without warranties of any kind, express or implied, including, but not limited to warranties of title, quiet enjoyment, non-infringement or implied warranties of merchantability or fitness for a particular purpose.
- 6.3 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any Content on it, or on any website linked to it
- 6.4 To the maximum extent permitted by applicable law, ASV disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Website and transactions performed through the Website or on the Internet generally. ASV makes no representations or warranties as to the quality of any connection to or any transmission over the Internet.

- 6.5 To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall ASV be liable for any direct, indirect, incidental, special or consequential damages, damages for loss of profits (even if ASV has been advised of the possibility of such damages or even if such damage is foreseeable), that result from the use of or the inability to use the Website, any changes to the Website, any unauthorized access to or alteration of your transmissions or data, any communication, transmission, material or data sent or received or not sent or received, or any transactions entered into through the Website or arising in connection with the fraudulent or unlawful acts of any third party.
- 6.6 You specifically agree that ASV is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.
- 6.7 If you are dissatisfied with the Website, the materials available on or through the Services or with the provisions of this TOU, you agree that your sole and exclusive remedy is to discontinue your use of the Website or any of ASV's other products and Services.
- 6.8 ASV will take reasonable measures to maintain the privacy and security of all private information provided by you to the Website, but third parties (such as hackers) may breach or attempt to breach ASV's security measures or may gain unauthorized access to the ASV database or other equipment containing your information. You agree that ASV shall not be liable for damages of any sort, whether arising under contract, tort, or otherwise, with respect to any breach of security of the Website or any other company equipment or user information.
- 6.9 You agree to indemnify, defend and hold ASV, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers to the Website harmless from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation by you of this TOU or asserted by any third party due to or arising out of your use of or conduct on the Website.
- 6.10 The provisions of this Clause 6 are for the benefit of ASV and its officers, directors, employees, agents, shareholders, licensors and suppliers to the Website. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

7. NO RELIANCE ON INFORMATION

- 7.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist

advice before taking, or refraining from, any action on the basis of the content on our site.

- 7.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

8. LINKS TO THIRD PARTIES

- 8.1 The Website may contain links to third party web sites ("**Linked Websites**") and may include advertisements. You agree that Linked Websites and advertisements are necessary for ASV to provide the Website and/or the Services. Such links and advertisements are provided to you only as a convenience. The Linked Website may not work appropriately. ASV shall not be responsible if the Linked Websites is not working properly. ASV has no control over such websites and resources and shall not be responsible for the contents of any Linked Website or advertisement, including without limitation any link contained in a Linked Website and ASV does not endorse any content, advertising, products, or other materials on or available from such websites or resources. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Websites, and for taking precaution to ensure that whatever you select for your use is free of viruses, worms, trojan horses and other items of a destructive nature.
- 8.2 Any dealings with third parties (including advertisers) over the Linked Websites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser, merchant or other third party. You agree that ASV shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. The purchase of any product or service from a merchant from a Linked Website is a transaction solely between you and that merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible merchant.

9. DISCLOSURE AND CONFIDENTIALITY

- 9.1 You hereby understand and consent that ASV may disclose any Personal Data about you or your use of the Website if ASV, in good faith, believes that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect

and defend the rights or property of ASV or its holding or affiliated company; (3) enforce this TOU; or (4) act to protect the interests of its members or others.

9.2 Any non-personal information or material sent to ASV by you will generally NOT be treated as confidential.

9.3 For further details on use and disclosure of your Personal Data please see our Privacy Policy.

10. PROPRIETARY RIGHTS

COPYRIGHT

10.1 The Website, all images, text, graphics, logos, sound, programs and any other material found on the Website are protected by trademark, copyright, or other intellectual property laws and international treaties. Any commercial use of the Website and Content found on the Website is strictly prohibited without ASV's express and prior written consent. Any reproduction or redistribution of the Services and Content found on the Website, not in accordance with the TOU herein is expressly prohibited by law, and may result in severe civil and criminal penalties.

10.2 Elements of the Website, its design and layout are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

10.3 No logo, graphic, sound or image from this Website may be copied or retransmitted unless expressly permitted by ASV.

10.4 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

10.5 If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

GRANT OF LICENSE AND RESTRICTIONS

- 10.6 You acknowledge and agree that the Website and any necessary software used in connection with the Website and the ASV Mobile Services ("**the Software**") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. ASV reserves all rights in the not expressly granted herein, including without limitation ownership and proprietary rights.
- 10.7 The Software is made available for downloading solely for use by you for your individual, non-transferable, non-exclusive and non-commercial use, use in connection with the Website and ASV Mobile Services. The Software is made available solely for use by you in accordance with the terms of this TOU and the terms of any end user license agreement ("**Licence Agreement**") which accompanies or is included with the Software. You may not install or use any part of the Software unless you first agree to the terms of this TOU and any Licence Agreement.
- 10.8 The Software is "in use" on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.
- 10.9 You may not copy the Software to any other server or location for further reproduction or redistribution. You may not reverse engineer, decompile, disassemble or modify the Software, except insofar as such restriction is prohibited by law.
- 10.10 Any reproduction or redistribution of the Software not in accordance with this TOU & Notices and any License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.
- 10.11 Without limiting the provisions of Clause 5 above, the Software is provided "as is," and ASV hereby disclaims all warranties and conditions with regard to the Software, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

TRADEMARKS AND THIRD PARTY MATERIALS

- 10.12 ASV reserves all rights in its corporate names, service marks, logos, trade names, trademarks, websites and domain names (collectively "**Marks**") and nothing in this TOU grants you the licence to use such Marks. Additionally, other marks which appear on this site may be marks of third parties that are not affiliated with ASV. ASV and the ASV Group do not control or endorse the content of third party websites.

11. LINKING TO OUR SITE

- 11.1 You may link to our Website's home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 11.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website in any website that is not owned by you. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.
- 11.3 We reserve the right to withdraw linking permission under this Clause 11 without notice.

12. USER GENERATED CONTENT

- 12.1 User Generated Content are made available to you for your information and personal use solely as intended through the normal functionality of the Website. User Generated Content are made available on an "as is" basis, and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Website or otherwise as prohibited under this TOU.
- 12.2 You may be invited (whether or not due to participation of any contests, giveaways, etc.), to upload any User Generated Content on the Website and you agree, by submitting your contribution, to grant to ASV and the ASV Group a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, edit, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media, now known or later developed, for the full terms of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in our Tamago Privacy Policy.
- 12.3 You also hereby grant each user of the Website a non-exclusive licence to access your User Generated Content through the access and/or use of the Website the use of such users to be in accordance with this TOU.
- 12.4 You understand and agree that we may retain and store, but not display, distribute, or perform, server copies of User Generated Content that have been removed or deleted. The above licences granted to us, by you in User Generated Content are irrevocable.

- 12.5 Further to the foregoing paragraph, by submitting your User Generated Content on the Website, you warrant that:
- (a) your User Generated Content is your own original work or you have the necessary licence, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Generated Content to enable inclusion and use of the User Generated Content in the manner contemplated by the provision of the Website and this TOU and that you have the right to make it available to us for all the purposes specified above;
 - (b) your User Generated Content is not defamatory;
 - (c) your User Generated Content does not infringe any law;
 - (d) you shall be solely responsible for your own User Generated Content and the consequences of Posting or publishing them;
 - (e) you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post material and to grant us all of the license rights granted herein;
 - (f) you shall indemnify us against all legal fees, damages and other expenses that may be incurred by us as a result of your breach of the above warranty; and
 - (g) waive any moral rights in your User Generated Content for the purposes of its submission to and publication on the Website and the purposes specified above.
- 12.6 You understand that whether or not such User Generated Content is posted on our Website, we do not guarantee any confidentiality with respect to any User Generated Content.
- 12.7 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Generated Content. We do not permit activities which will infringe any intellectual property rights including copyright and we will remove all infringing contents and User Generated Content upon notification that such content or User Generated Content infringes on another's intellectual property rights. We further reserve the right to remove content and User Generated Content without prior notice as stated in this TOU.
- 12.8 You understand and agree that we may review and delete any User Generated Content that you have submitted on the Website at any time without notice, without liability and for any reason whatsoever, and/or that we, in our sole judgment, believe (1) violates this

TOU, (2) might be offensive or illegal, or (3) might violate the rights of, harm, or threaten the safety of any other user.

12.9 Below is a partial, non-exhaustive list of the kind of User Generated Content that is illegal or prohibited on the Website. Posting of any of this User Generated Content by you may, in our sole discretion, result in the revocation, suspension and/or termination of your use and/or access of our Website and our Services. In addition, we reserve the right to investigate and take appropriate legal action, in our sole discretion, against anyone who violates this provision, including without limitation, removing the offending communication from the Website and reporting such violators to the appropriate legal authorities. Prohibited User Generated Content includes, but is not limited to, User Generated Content which, in our sole judgment:

- (a) is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (b) creates a risk of loss or damage to any person or property, or harms or exploits any person (whether adult or minor) in any way, including via bullying, harassment or threats of violence;
- (c) involves the transmission of "junk mail," "chain letters," "spam," or any other unsolicited mass mailing, e-mailing, or other communication;
- (d) includes any information that (i) you know is false or misleading, (ii) promotes illegal activities or conduct that is abusive, or (iii) is threatening, obscene, defamatory, or libelous;
- (e) constitutes or includes any illegal or unauthorized copy of another person's copyrighted or copyrightable work, including, but not limited to, (i) pirated computer programs or links to them, (ii) information which circumvents manufacturer-installed copy-protect devices, (iii) pirated music, images, or video, or links to pirated music, image, or video files, or (iv) content which otherwise violates the terms of Clause 3;
- (f) displays pornographic or sexually explicit material of any kind;
- (g) includes material that exploits people under the age of 18 in a sexual or violent manner, or is intended to solicit personal information from anyone under 18;
- (h) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (i) solicits passwords or personally identifying information for commercial or unlawful purposes from other users;

- (j) constitutes or includes any promotion, sales or other commercial activity such as contests, sweepstakes, barter, or advertising;
- (k) promotes or encourages self-harming; or
- (l) breaches any Applicable Laws or regulations.

Even though all of the above User Generated Content is strictly prohibited, there is a small chance that you might become exposed to such items while using and/or accessing our Website.

12.10 Further restrictions on your use and/or access of our Website:

- (a) You must use and/or access our Website in a manner consistent with any and all Applicable Laws and regulations.
- (b) Although we cannot monitor your conduct, it is a violation of this TOU & Notices to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other user without the prior explicit consent of such user and ASV.

12.11 **Copyright Protection Policy.** If you believe that your work has been copied and uploaded on the Website, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content uploaded on our Website, please contact us at the addresses provided in the Website.

12.12 **User Disputes.** You are solely responsible for your interactions with other user(s). We reserve the right, although we have no obligation, to monitor disputes between you and other user(s), and to take any action that we feel may be appropriate in our sole discretion, consistent with the terms of this TOU, including the termination of the ASV Membership of one or more user(s).

13. **ASV MOBILE SERVICES**

13.1 **“ASV Mobile Services”** refers to the provision of various types of Content by ASV and/or its content providers that may be streamed or downloaded via the Website to your Devices (such as your mobile device, personal media player, mobile gaming device or personal computer). The Content provided via the ASV Mobile Services may include without limitation messages, files, data, images, photographs, software, ring tones, pictures, logos, video clips, video streaming, live feeds, information on demand content (e.g. information about health, lifestyle, astrology etc.) and games. The ASV Mobile Services may only be accessible by Devices which are equipped with the necessary functions or applications to support the Content to be downloaded or streamed. We advise you to check with your respective mobile phone operator or Internet service

provider on whether your device can support or is compatible to download, view and stream the Content via the ASV Mobile Services.

- 13.2 You agree that you will be subject to an additional premium charges for any mobile downloads or streaming services made available on the ASV Mobile Services. Such charges shall be made known to you on the ASV Mobile Services, as may be amended at our sole discretion from time to time. You will be charged accordingly with the charges for the downloads or streaming when a request is made even if the download or streaming is incomplete.
- 13.3 In addition to the charges in Clause 13.2, you should be aware that your network provider may charge you both for access to its connection services and for the duration of your mobile phone's connection while accessing the ASV Mobile Services (these charges may include without limitation GPRS or Circuit Switch Data charges). You are solely responsible for these costs and the costs of any other third party associated with your receiving the ASV Mobile Services.
- 13.4 ASV will not be responsible or liable for any problem, loss or damage of whatsoever nature suffered by you due to any delay and/or failure in receiving and sending a SMS/MMS as a result of any network, communication or system error, interruption and/or failure experienced by the participating mobile phone operators and/or by ASV and/or resulting from participation or the downloading of any materials from the ASV Mobile Services.
- 13.5 You agree that for the mobile downloads to be downloaded successfully to your mobile phone, your mobile phone must be compatible with and supports the downloaded item. Mobile phone compatibility information is provided on the ASV Mobile Services and you are advised to read carefully before downloading any item. ASV shall not be liable should you attempt to download an item onto an incompatible mobile phone and you agree that the charges stated in Clause 13.2 above shall still apply under such circumstances.
- 13.6 If you are under the age of eighteen (18), you must seek parental and/or guardian approval before downloading the mobile downloads from the ASV Mobile Services. ASV considers it the responsibility of parents and/or guardian to monitor their child's use of the ASV Mobile Services.

14. GENERAL

- 14.1 This TOU are governed by the laws of Singapore, without reference to conflict of laws principles. Any dispute between you and ASV regarding this TOU will be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Center (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Center for the time being in force, which rules are deemed to be incorporated by reference in this clause, and you expressly waive all defences to jurisdiction. The seat of arbitration shall be in Singapore. The Tribunal shall consist of one arbitrator and the language of arbitration shall be English.
- 14.2 This TOU and all applicable Notices contain the entire understanding between the parties hereto with respect to the Website, and supersedes all previous oral or written agreements or understandings between you and ASV, and no advice or information, whether oral or written, obtained by you from this Website (whether before or after the date you accept this TOU) shall create any obligation or warranty on the part of ASV not expressly stated herein. You may also be subject to additional terms and conditions that may apply when you use any services offered by the ASV Group, third-party content or third-party software. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this TOU.
- 14.3 ASV's performance of this TOU is subject to existing laws and legal process, and nothing contained in this TOU is in derogation of ASV's right and obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by ASV with respect to such use.
- 14.4 If any provision of this TOU is held invalid, the remainder of this TOU will continue in full force and effect, and If any provision(s) of the TOU is held by a court of competent jurisdiction to be contrary to law or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.
- 14.5 ASV's failure to insist upon or enforce strict performance of any provision of this TOU shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by ASV in writing.
- 14.6 Notices to you shall not be modified, except by an express modification by ASV as described herein and may be made via email or by displaying notices or links to notices to you generally on the Website or ASV Mobile Services.
- 14.7 ASV reserves the right to amend any of the provisions of this TOU from time to time. Amendments will be effective immediately upon publication on the Website. Your

continued use of the Website and participation in the Services offered via the Website will represent an agreement by you to be bound by this TOU as amended.

14.8 You may not assert any claim against ASV in connection with the Website unless you have given ASV written notice of the claim within fourteen (14) days after you knew or should have known of the facts giving rise to such claim. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. For the avoidance of doubt, this restriction does not apply to any claim by ASV against you.

14.9 Nothing in this TOU shall create or be deemed to create a partnership, joint venture or an agency relationship between you and ASV.

14.10 ASV may assign its rights and duties under this TOU to any party at any time without notice to you and this TOU shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees.

14.11 This TOU & Notices may be translated into a local language. In the event of any inconsistency or different interpretation between the local language version and English versions of this TOU & Notices, the English version will prevail and the local language version is deemed to be automatically amended to conform to the relevant English version.

Should you have any questions concerning this TOU, or if you desire to contact ASV for any reason, please e-mail us at ask@tamago.live.