

The Privileged Circle Terms and Conditions

Introduction

The Privileged Circle (UEN: 202304979D) (the “**Company**”), a private limited company incorporated in Singapore and having its registered office at 911 Tampines Street 91, #04-95, Tampines Palmsville, Singapore 520911, is in the business of providing concierge services (the “**Concierge Service**”) to clients (the “**Clients**”) as provided for under these terms and conditions (the “**Terms**”). The Concierge Service and this website (the “**Website**”) are owned and operated by the Company.

The Concierge Service shall be provided primarily through: (a) the Website; (b) personalised services received via phone or email; and/or (c) third party services provided by suppliers (the “**Suppliers**”).

1. Acknowledgement of Terms

- 1.1. Clients are deemed to have read these Terms carefully before using the Website or the Concierge Service.
- 1.2. For the purposes of these Terms:
 - 1.2.1 each individual that the Clients allow to use the service on their behalf, subject to the Company’s discretion, is called an “**Accompanying User**” and the Company will be entitled to determine the limit on the number of Accompanying Users.
- 1.3. Accompanying Users shall be considered third parties for the purpose of these Terms.
- 1.4. Clients must ensure that all information they provide (and that each Accompanying User provides) is true and accurate.
- 1.5. Clients are responsible for sharing the Terms with their Accompanying Users and ensuring that the conduct of the Accompanying Users adhere to these Terms.
- 1.6. Clients should make sure they (and each Accompanying User) read and accept the Company’s privacy policy before providing any information about themselves to the Company.
- 1.7. The Company may update or change these Terms from time to time, and the then current version of these Terms will apply each time the Clients use the Website and/or the Concierge Service. Clients are expected to regularly check and reread these Terms before using the Website or Concierge Service to ensure that they are aware of the Terms that will apply.

2. The Concierge Service

- 2.1. The Concierge Service that the Company provides via phone, email and the Website includes:
 - 2.1.1 being able to place a new request with the Concierge Service;
 - 2.1.2 being able to book services with, and purchase goods from, Suppliers;
 - 2.1.3 requesting to be updated on specific information;
 - 2.1.4 searching for Suppliers and where applicable book services and purchase goods from these Suppliers; and
 - 2.1.5 such other services as the Company may elect to provide from time to time.

- 2.2. The Company may modify the Concierge Service that it offers at any time, and to add or remove content, goods and services offered, Suppliers available or stop providing the Concierge Service entirely.
- 2.3. Clients that make a request for goods or services from a Supplier through the Concierge Service will enter into a contract directly with the Supplier and Clients will be bound by the Supplier's terms and conditions, including their cancellation terms.
- 2.4. Additional terms and conditions may apply to different types of Services and Clients shall take notice and adhere to such terms and conditions as provided to them by the Company.
- 2.5. There is no specified limit on the usage of the Concierge Service. However, if the Company feels that the Client's activities are so excessive that other Clients are detrimentally affected, the Company may give the relevant Client a written notice (by email or otherwise) or limit the number of requests in a given time period. In extreme circumstances, if the levels of activity do not promptly decrease after the warning, the Company may terminate or suspend the Concierge Service for such Client.
- 2.6. Clients are responsible for all use of the Concierge Service through their account and for any breach of the Terms whether an unacceptable use occurs or is attempted, whether the Client knew or should have known about it, or whether or not the Client carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. The Company reserves its rights to take whatever action it decides is appropriate in these circumstances.

3. The Company's responsibilities

- 3.1. The Company is responsible to the Clients for making the applicable arrangements to purchase goods or services by the Clients through a Supplier. Once the arrangements have been made, the Company has no responsibility for the performance of any contract that the Clients have with Suppliers.
- 3.2. The Company is not responsible for: (i) any changes made by a Supplier, or other provider which are beyond the Company's control; or (ii) damage, delay, or cancellations beyond the Company's control.
- 3.3. In certain circumstances, the Company may need to vary or substitute services provided to the Clients if necessary due to circumstances beyond the Company's control. In such circumstances, the Company will make reasonable efforts to notify the Clients if a variation is required.
- 3.4. The Company is not responsible for any additional expense, omissions, delays, re-routing or acts of any governmental authority or any other costs incurred by Clients, Accompanying Users, or any other individual as a result of use of the Concierge Service.
- 3.5. To the extent allowed under applicable law, the Company is not responsible for a Supplier's breach of any warranty including, for example, any warranties implied by law in relation to a service or good being of satisfactory quality or fit for a particular purpose, nor is the Company responsible for any other wrongdoing of a Supplier including, for example, their failure to comply with these Terms or applicable laws (to the extent they apply to them). Further, it is understood by the Clients that no request shall be made for the Concierge Service that may

contravene any applicable laws and regulations in any jurisdiction that may apply to the Clients, the Company, or the Suppliers.

- 3.6. The Company does not guarantee that the Website, or the Concierge Services will always be available or be uninterrupted. The Company may at its own discretion suspend or withdraw or restrict the availability of all or any part of the Website or Concierge Service for business and operational reasons.

4. The Clients' responsibilities

- 4.1. Clients are responsible for ensuring that the goods or services provided through the Concierge Service are suitable for them and that the Suppliers are able to provide such goods and services. The Company does not provide any guarantees in relation to the Suppliers or the goods or services.

- 4.2. In addition, Clients shall:

4.2.1 examine and verify that all information provided in connection with the Concierge Service or purchase of any goods or services is accurate. Clients will be solely responsible for any incorrect information they provide and any problems or costs that result from the incorrect information;

4.2.2 pay all charges, fees, duties, taxes and assessments that arise out of the Client's use of the Concierge Service or any goods or services that they purchase;

4.2.3 ensure that they (and any other individuals receiving the benefit of the Concierge Service) agree to all of the policies, fees, requirements and terms that will apply to the Concierge Service and the Suppliers; and

4.2.4 ensure that they (and any other individuals receiving the benefit of the Services) comply with these Terms and any other requirements or terms set out by the Suppliers.

- 4.3. Clients may be offered a refund in relation to any issues with goods or services offered by a Supplier. Clients should be aware that they may waive any other rights or remedies they may have if they accept this refund.

- 4.4. Clients shall notify the Company of any complaint or claim they have in relation to the use of the Concierge Service as soon as possible or within 7 days of the claim arising. Should the Clients fail to notify the Company of the claim within this period and where allowed under applicable law, all parties will be released from further liability.

5. Terms of Payment and Third Party Links

- 5.1. The Company reserves the right to reject any order placed by the Client or a potential Client, in its sole and absolute discretion. Orders for the Concierge Services are only confirmed upon the Client's receipt of a written order confirmation from the Company.

- 5.2. Certain products, services and/or content displayed through the Website or made available through the Concierge Services may include materials from third-parties. Third-party links on this Website may direct or lead to third-party websites that are not affiliated with the Company. The Company is not responsible for examining or evaluating the content or accuracy and the Company does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other products, services and/or materials of third-parties.
- 5.3. The Company is not liable for any harm or damages related to the purchase or use of the Company's products and/or services, or any other transactions made in connection with any third-party websites. Please review the third-party's policies and practices and make sure to understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

6. Representations and Warranties

- 6.1. By using the Concierge Service, Clients represent, warrant and undertake that:
 - 6.1.1 they have legal capacity to enter into this agreement and that they are at least eighteen (18) years old;
 - 6.1.2 if the use of the Concierge Service is made for the benefit of another person who is under eighteen (18) years old (the "**Minor**"), the Client shall assume primary responsibility of such Minor;
 - 6.1.3 they will provide true, accurate, not misleading, current and complete information as required for the Concierge Service and undertake the responsibility to maintain and update their information in a timely manner to keep it true, accurate, not misleading, current and complete at all times;
 - 6.1.4 they will provide us with whatever proof of identity or any other documents which the Company may reasonably request or require; and
 - 6.1.5 they shall comply with these Terms.

7. Intellectual Property

- 7.1. Clients acknowledge that all intellectual property rights subsisting in the Website and Concierge Service remain the property of the Company or the Supplier (where applicable).

8. Exclusion of Liability and Indemnity

- 8.1. The Company is not responsible for any personal injury or property damage arising out of or caused by any negligent act or omission on the part of any Supplier providing any goods or services being offered through the Concierge Service.
- 8.2. The Company is not responsible for any injury, death, loss, claim, damage, act of god, accident, delay, or any incidental or consequential damages of any kind, whether based in contract, tort

(including negligence) or otherwise, which arise out of or are in any way connected with any purchase or use of the goods or services from a Supplier, except where such loss results from the Company's act, omission or error.

- 8.3. The Concierge Service is provided on an "as is" and "as available" basis and Clients agree to use the Concierge Service at their sole risk. The Company expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent allowed by law.
- 8.4. The Company makes no warranty that the Concierge Service will not cause any harm to the Client and that the Website and Concierge Service and access to them are error free and uninterrupted or available at all times.
- 8.5. To the extent permitted by law, the Company will not be liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses or for any lost profits, revenue, business or anticipated savings, from the Client's use of the Concierge Service. The Company's liability for damages hereunder shall be limited to direct loss and monetary damages and the amount for each claims shall in no event exceed the amount paid by the Clients for the relevant part of the good or service booked through the Concierge Service, save that nothing in these Terms shall operate to exclude or restrict liability for death or personal injury.
- 8.6. The Client agrees to defend, indemnify and hold the Company, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable lawyers' fees, made by a third party, relating to or arising from:
 - 8.6.1 the Client's use of the Concierge Service;
 - 8.6.2 any violation by the Client of these Terms;
 - 8.6.3 any action taken by the Company as part of its investigation of a suspected violation of these Terms or as a result of its finding or decision that a violation of these Terms have occurred;
 - 8.6.4 the Client's violation of any rights of another;
 - 8.6.5 any intellectual property rights infringement arising from the Client's use of the Concierge Service.
- 8.7. The waiver and indemnity provisions set out above apply to all violations described in or contemplated by these Terms. This obligation shall survive the termination or expiration of these Terms and/or the Client's use of the Concierge Service.

9. Termination

- 9.1. Either party may terminate the Concierge Service by giving the other party one (1) months' notice in writing.

9.2. The Company may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of the Client's access to the Concierge Service without compensation and without prejudice to the Company's rights to damages for any breach by the Client. Cause for such termination shall include:

- 9.2.1 violations of these Terms;
- 9.2.2 a request and/or order from law enforcement, a judicial body, or other government agency;
- 9.2.3 where provision of the Concierge Service to the Client is or may become unlawful;
- 9.2.4 the Client becomes or threatens to become bankrupt or insolvent;
- 9.2.5 the Client makes any arrangement or composition with or assignment for the benefit of the Client's creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of the Client's assets;
- 9.2.6 the Client's participation in fraudulent or illegal activities; or
- 9.2.7 the Client's failure to pay any fees owed to the Company in relation to the Concierge Service.

Any such termination or suspension shall be made by the Company in its sole discretion and the Company will not be responsible to the Client or any third party for any damages that may result or arise out of such termination or suspension of the Client's access to the Concierge Service.

9.3. If the Concierge Service is terminated, all sums due, accruing due or payable to the Company in respect of the Concierge Service up to the termination date become immediately due and payable to the Company.

9.4. The termination of the Concierge Service will not affect any accrued rights or remedies of either party against the other party.

10. Confidential Information

10.1. Clients shall maintain in confidence all information and data relating to the Company, the Concierge Service, products, business affairs, marketing and promotion plans or other operations which are disclosed to Clients by the Company (whether orally or in writing and whether before, on or after the date of entering into these Terms) or which are otherwise directly or indirectly acquired by the Clients from the Company, in the course of the Concierge Service. Clients shall further ensure that they only use such confidential information in order to use the Concierge Service, and shall not without the Company's prior written consent, disclose such information to any third party nor use it for any other purpose.

10.2. The above obligations of confidentiality shall not apply to the extent that Clients can show that the relevant information:

- 10.2.1 was at the time of receipt already in the Client's possession;

- 10.2.2 is, or becomes in the future, public knowledge through no fault or omission on the Client's part;
- 10.2.3 was received from a third party having the right to disclose it; or
- 10.2.4 is required to be disclosed by law.

11. Force Majeure

- 11.1. An event of "Force Majeure" shall mean any event or circumstance such as pandemic, earthquake, typhoon, flood, fire, act of god, war or other unforeseen events of which the happening and consequences cannot be prevented or avoided, that causes an effect on the part of either party's obligation to fulfill and/or ability to fulfill the terms and/conditions of this Agreement.
- 11.2. If, by any reason of any event of Force Majeure, either of the parties is delayed in or prevent from performing any of their responsibilities in these Terms (other than payment of any monies), then such delay or non-performance shall not be deemed to be a breach of these Terms and no loss or damage shall be claimed by the other party by reason thereof.

12. Miscellaneous

- 12.1. These Terms shall substitute all previous agreements and/or understandings relating to its subject matter whether in writing or oral form.
- 12.2. If any of the above provisions are held to be unlawful or unenforceable such provisions shall be removed and the remainder of these Terms shall remain in full force and effect unless the business purpose of these Terms cannot be achieved with the removal of such provisions.
- 12.3. A person who is not a party to these Terms shall not be entitled to enforce any of these Terms under the Contracts (Rights of Third Parties) Act 2001 of Singapore.
- 12.4. These Terms shall be governed by and shall be construed in accordance with the laws of the Republic of Singapore. In the event of dispute, Clients shall submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters relating to these Terms.
- 12.5. Nothing in these Terms shall constitute or create any relationship of partnership, joint venture, agency or representation between the parties. Neither party shall have the authority to represent the other party with respect to a third party, or to bind the other party to any obligation to a third party.