

## **SESAMi.NET / SESAMi.online TERMS AND CONDITIONS**

### **1 DEFINITIONS**

- 1.1 **"Supplier"** means a party that is duly registered with SESAMi and who has entered into a Supplier Agreement with SESAMi and sells or offers to sell an Item using SESAMi.NET / SESAMi.online
- 1.2 **SESAMi (Singapore) Private Limited**, a company incorporated in [Singapore with its principal place of business at [ 51 Tai Seng Avenue, #05-02A, Pixel Red, Singapore 533941)
- Hereinafter individually referred to as **"Party"** or collectively as **"Parties"** where the context so permits
- 1.3 **"Supplier Content"** means any information that is provided and/or uploaded by the Supplier or its Nominated Content Provider to SESAMi.NET / SESAMi.online
- 1.4 **"User"** means any party who accesses SESAMi.NET / SESAMi.online or uses the services or otherwise facilitates such use by others including any Buyer, Supplier, Service Provider.
- 1.5 **"Software"** means the computer software (proprietary to or otherwise licensed by SESAMi) as provided by SESAMi or accessible by third party internet or web browser software when connecting to SESAMi.NET / SESAMi.online.
- 1.6 **"Terms of Use"** means the Terms of Use shall apply to any party who accesses SESAMi.com, SESAMi.net and/or SESAMi.online or uses the services provided therein or otherwise facilitates such use by others.
- 1.7 **"Agreement"** means the registration form accompanying these terms which must be completed by all Users.

### **2 Grant of License**

The Supplier hereby grants to SESAMi a limited non-exclusive and non-transferrable license to:

- (a) Digitise, use, reproduce, modify, display, market, publish, distribute, and transmit the Supplier Content for the purposes contemplated herein, including without limitation publishing the same at SESAMi.NET / SESAMi.online in any manner as it deems appropriate;
- (b) The right to combine the Supplier Content with other SESAMi.NET / SESAMi.online related content or data provided by SESAMi or the other Users (which includes buyer(s), supplier(s), subscriber(s) and/or other service providers or users trading through or otherwise accessing or using the services provided at SESAMi.NET / SESAMi.online), as SESAMi may determine; and
- (c) Use the Supplier's trademarks, service marks, trade names and logos; and grant sub-licenses to Users to access, use, reproduce or print all or any portion of the Supplier Content for their business procurement purposes,
- solely for the purposes of facilitating the promotion and supply of the items on and the operation of SESAMi.NET / SESAMi.online and, where applicable, the provision of SESAMi Catalogues (SESAMi's electronic catalogue that delivers content to Users whether directly to such Users or as posted at SESAMi.NET / SESAMi.online) by Users.

### **3 Supplier Content**

3.1 The Supplier or its Nominated Content Provider (i.e. the third party/parties nominated and authorized by the Supplier to provide SESAMi with Supplier Content as notified by the Supplier to SESAMi in writing) will submit Supplier Content to SESAMi in the computer file format as required by SESAMi in a timely manner. The Supplier shall use reasonable efforts to respond to all requests by SESAMi for support with respect to the Supplier Content. In providing the Supplier Content to SESAMi, the Supplier warrants and shall ensure that such Supplier Content-

- (a) Complies with all applicable laws,
- (b) Only includes and offers items which the Supplier is legally authorized to supply and in respect of which the Supplier possesses all requisite product registration and licenses, as may be applicable; and
- (c) Quotes prices which are exclusive of any applicable taxes (including but not limited to Goods and Services Tax) and which taxes shall be separately indicated, if applicable.

3.2 The Supplier or its Nominated Content Provider may submit Supplier Content to a User directly through SESAMi.NET / SESAMi.online to facilitate a transaction for the sale, purchase and/or exchange of the items. SESAMi will not be responsible for the content, accuracy or completeness of any Supplier Content submitted by the Supplier or its Nominated Content Provider directly to a User under this clause.

3.3 Where applicable, SESAMi may offer Supplier Content submitted as part of the SESAMi Catalogues as soon as reasonably practicable after receiving the Supplier Content for publishing the same on SESAMi.NET / SESAMi.online and generally for use in connection therewith, including making the same available to Users for reference and processing transactions through SESAMi.NET / SESAMi.online. Prior to publication of the SESAMi Catalogues, the supplier must review the SESAMi Catalogues provide to it by SESAMi and notify SESAMi in writing of any inaccuracies or required correction or confirm that the same is in order within three (3) working days of the presentation of the SESAMi Catalogue by SESAMi, failing which, the Supplier shall be deemed to have accepted, approved and confirmed the accuracy of the Supplier Content as contained in the SESAMi Catalogues and the user of the Supplier Content therein and SESAMi will not be responsible for any claim in connection with representation of the Supplier Content in the SESAMi Catalogue.

3.4 If the promotion, distribution, publication display, use or grant of rights to use the Supplier Content by SESAMi becomes the subject of an actual or threatened claim brought by a third party, or SESAMi believes the Supplier Content may infringe the rights of a third party, without prejudice to its statutory protection, SESAMi will be immediately entitled to remove the infringing Supplier Content from SESAMi.NET / SESAMi.online and, where applicable, the SESAMi Catalogues and cease the offering of Supplier Content without incurring any liability to the Supplier

3.5 The presentation of the SESAMi Catalogues, where applicable, including the presentation of the Supplier Content remains subject to change by SESAMi from time to time in the sole and absolute discretion.

3.6 The Supplier warrants that the Nominated Content provider is duly authorized by the Supplier to provide the Supplier Content to SESAMi as its duly appointed agent and the Supplier agrees to be responsible for all acts and omissions of the Nominated Content Provider in respect thereof (including the compliance with the terms herein in respect of the supply of Supplier Content) and further agrees to indemnify SESAMi for any and all costs, expenses, losses, claims, damages and/or liabilities that it may suffer or incur as a result of the supply of the Supplier Content by the Nominated Content Provider and/or reliance thereon or use thereof by the SESAMi or its Users

### **4 Good and Services Tax (GST) – for subscribers to the Electronic Invoicing Module Only**

4.1 Under IRAS e-Tax guide for record keeping guide for GST-registered business (Fourth Edition)

4.1.1 If you wish to issue electronic tax invoices, you are required to comply with the following:

- a) Establish internal controls to ensure that electronic tax invoices issued and transmitted to customers are complete and accurate;
- b) Ensure that the electronic tax invoices issued and transmitted to customers contain all the details required under Regulation 11 or Regulation 13 of the Goods & Services Tax (General) Regulations, where applicable;
- c) Establish internal controls to ensure that electronic tax invoices cannot be manipulated before and during transmission;
- d) Establish internal controls to ensure that all output tax relating to these electronic transmissions will be fully accounted to IRAS in your GST returns;

- e) Do not issue tax invoices in paper form to customers that you have already issued electronic tax invoices. In the event that you need to issue tax invoices in paper form, you must take the necessary measures to prevent double claiming of input tax by your customers (e.g. invalidate either the paper form or electronic form of the tax invoices issued); and
- f) Print and keep a hard copy of the electronic tax invoices issued if you do not store the tax invoices in electronic media.

## 5 Software License

- 5.1 The Supplier is granted a non-exclusive and non-transferable limited license to use the Software in connection only with its access to and user of SESAMi.NET / SESAMi.online, subject to the terms and conditions stated herein.
- 5.2 The Supplier understands and agrees that the Software is proprietary to (or otherwise licensed to) SESAMi, and that all copyright and other intellectual property rights in the Software belong to SESAMi and/or its licensors. The license does not transfer any right, title or interest whatsoever in the software to the Supplier.

## 6 Intellectual Property Rights

- 6.1 SESAMi, and/or its licensors as the case may be, retain all title, ownership and other intellectual property rights and interests in and relating to any and all Software as well as any know-how, documents and any other materials created, developed or used by them in connection with this Agreement. For the avoidance of doubt, where applicable, the Supplier will retain all right, title and interest in the Supplier Content as delivered by Supplier to SESAMi, including all copyrights, patents, trademarks and any other intellectual property rights relating solely to Supplier
- 6.2 Content. SESAMi and/or its licensors will be responsible for the design of the SESAMi Catalogues, and retains any and all ownership rights in and to the Software and the SESAMi Catalogues including, but not limited to, all graphical designs, names, icons, interfaces and other design elements (including the arrangement of materials and the "look and feel" thereof). SESAMi specifically retains all rights in and to any work, information or material created, developed, conceived or otherwise generated by SESAMi under this Agreement.
- 6.3 Except where expressly provided herein, no title or other intellectual property right is transferred under this Agreement

## 7 Confidentiality

- 7.1 Either Party acknowledges that valuable proprietary and Confidential Information may be disclosed to it ("Receiving Party") by the other party ("Disclosing Party") in the furtherance of this Agreement and agrees to use all reasonable steps to ensure that any Confidential Information of the disclosing Party shall not be disclosed to other parties.
- 7.2 The term "**Confidential Information**" for the purpose of this Agreement shall any information, whether written, oral, visual, electronic or in other form (a) relating to the provisions of this Agreement and the transactions and any other agreements contemplated herein, (b) which is proprietary or confidential or trade-sensitive in nature to a person or from which a person derives competitive advantage in connection with its business, including without limitation relating to its organisation, business, affairs, operations, assets, transactions, arrangements, trade secrets, know-how, technology, processes, designs, inventions, manuals, clients, customers, suppliers, business associates, price lists, distributorship, marketing studies, budgets, financial information, accounts, the development, sale or supply of any products or services, or negotiations, potential transactions, plans or projects of a person, or (c) which is either marked confidential or by its nature intended to be exclusively for the knowledge of the recipient.
- 7.3 "Confidential Information" shall not include any information which is:
- (a) which is or becomes available in the public domain, other than by reason of a breach of this Clause 7;
  - (b) which is required to be disclosed pursuant to applicable law, by any governmental, statutory or other regulatory, administrative or supervisory body or authority or by a court or other authority of competent jurisdiction, provided that the Disclosing Party shall, as far as legally permissible, inform the Receiving Party in advance of the disclosure to be made, to provide the Receiving Party with the reasonable opportunity to contest such disclosure and to consult with such the Receiving Party as to the form, timing, content and manner of such disclosure, and the Disclosing Party shall in good faith take into consideration the reasonable comments of the Receiving Party in the making of such disclosure;
  - (c) disclosed by the Disclosing Party to its accountants, bankers, financiers or representatives, on a need-to-know basis and solely for the purpose of this Agreement and provided that such disclosure is on the basis that such recipients of the information agree to comply with this Clause 7 as if each of them is a party to this Agreement; or
  - (d) disclosed by the Disclosing Party to any bank or other financial institution through which funds were remitted or received pursuant to or in connection with this Agreement solely for the purposes of complying with relevant anti-money laundering or similar requirements.

## 8 Payment

### 8.1 Authorization

Where applicable, by registering and signing the form, I am instructing and authorizing SESAMi (S) Pte Ltd to:

- Automatically charge my GIRO/ Credit Card to pay for the applicable fees as stated in the agreement.
- Automatically renew my subscription until a written termination request is provided.

8.2 Authorization referred to as above shall remain in force until a change or cancellation in writing is provided.

8.3 Where applicable, you are hereby to notify SESAMi (S) Pte Ltd of any change in your GIRO/ Credit Card account details. In the event that any new GIRO/ Credit Card account is issued to you/ as replacement of/in lieu of the GIRO/ Credit Card account as indicated in the Registration Form, these terms and conditions shall be deemed to apply to new GIRO/Credit Card account and you hereby irrevocably authorize SESAMi (S) Pte Ltd to charge the new GIRO/ Credit Card account for the payment of the applicable fees stated in the agreement.

### 8.4 Late Penalty Payment

Where applicable, payment is to be made within thirty (30) days from invoice date. A late penalty payment of \$40/month will be imposed should it exceed the stipulated time frame.

8.5 Fees – you agree to pay the fees, where applicable, as set forth in the agreement for services rendered by SESAMi and also under the following conditions:

- **Transaction Fee** - Annual Business Value is the total PO/SO value transacted between the buyer and its supplier through SESAMi system accumulated over 12 months (calendar/financial year). Cancelled POs are counted in the calculation.
- **Subscription Fee** - Subscription fee is based on a 12-month period from the month of registration. Subscriber will have to honour the renewal of the subscription fee in the event the termination request is received after the renewal notice (i.e. invoice) has been issued.
- **Monthly Subscription/Monthly Transaction Fee** – monthly fee is based on the total PO/SO value transacted between the buyer and its supplier through SESAMi system accumulated over 12 months (financial year). As this is charged monthly, the monthly fee will always follow the previous month's amount billed with or without transaction added.

8.6 SESAMi reserves the right to modify the fee structure as and when necessary new modules are implemented.

## 9 Termination

9.1 Termination request will be effected one month upon receiving a written notice. Subscriber will have to honour the renewal of the subscription fee in the event the termination request is received after the renewal notice (i.e. invoice) has been issued.

9.2 An administrative cost of \$50 for account termination will be imposed for account less than 12 months.

9.3 A re-activation fee of \$100 will be chargeable.

9.4 The Supplier and SESAMi have the right to terminate the Agreement and any licenses granted herein on written notice to the other if the other party (i) breaches any of its obligations under the Agreement, which failure has not been corrected within thirty (30) days after receipt of written notice thereof, or (ii) takes action to liquidate and dissolve, becomes insolvent, suffers an appointment of a receiver, assigns all or part of its assets for the benefit of creditors, or is involved in any proceeding (voluntary or involuntary) under any bankruptcy or insolvency laws.

9.5 In the event of termination of the Agreement, SESAMi may (i) declare such sums owing to SESAMi due and payable and without prejudice to any other rights available to SESAMi under law or equity, may withhold performance of any or access to any services under the Agreement; or (ii) where applicable, cease access to the Supplier Content and delete the Supplier Content from SESAMi.NET / SESAMi.online. SESAMi will cease any further user or reference to the Supplier Content and will return and / or certify the permanent deletion (as may be instructed by the Supplier) of all Supplier Content in its possession.

9.6 Upon termination, the Supplier shall forthwith cease the use of the Software and return/delete any copies of the same together with all documents containing the Confidential Information of SESAMi to SESAMi. SESAMi may, without prejudice to any other rights or remedies it may have, suspend the display of Supplier Content in SESAMi.NET / SESAMi.online in the event that any monies payable by the Supplier are in arrears or the Supplier is otherwise in material breach of the Agreement.

9.7 SESAMi may, without prejudice to any other rights or remedies of SESAMi, suspend the professional service or all services in the event that any monies payable by Supplier are in arrears. Such suspension shall deem to terminate the professional services suspended as from the date of the suspension and the Supplier shall be liable for all Fees and Professional Costs, if any, incurred up to and including the date of such suspension.

9.8 Any termination of the agreement shall not affect either Party's ability to pursue any other remedy existing at law or in equity for such default.

9.9 The provisions of clauses 4, 5,6,8,10,13 and 16 shall survive termination or expiry of the Agreement.

## 10 Warranties

10.1 The Supplier represents and warrants that: (i) it has the full power and authority to enter into this Agreement and to grant SESAMi and/ or the Nominated Content Provider, the rights granted herein; (ii) it is the sole owner or a permitted user of the Supplier Content and has secured all necessary licenses, consents and authorizations with respect to use and sublicensing of the Supplier Content to the full extent contemplated herein; (iii) no part of the Supplier Content infringes the patent rights, copyrights, trade secrets, trademarks or any other intellectual property rights of any person or any right of privacy; and (iv) the Supplier has complied and shall continue to comply with all legislation, rules and regulations regarding the Supplier Content.

## 11 Disclaimer of Warranty

11.1 Except as expressly provided in the Agreement or required by applicable law, all terms, conditions, warranties, undertakings, inducements, or representations whether express, implied, statutory or otherwise relating to the Software, Supplier Content, SESAMi Catalogues or SESAMi Technology are hereby excluded including without limitation the implied warranties of merchantability, satisfactory quality and fitness for the particular purpose.

11.2 SESAMi and / or its licensors do not warrant that the SESAMi Catalogues and /or SESAMi Technology will meet Supplier's requirements or that its operation will be uninterrupted or error-free.

## 12 Limitation of Liability

12.1 With the exclusion of death or bodily injury directly caused by the proven fault or negligence of SESAMi, SESAMi's liability for claims under and in connection with the Agreement; whether for liability in contract, tort or otherwise irrespective of the form of action will be limited to five hundred (SGD500.00) in respect of any one event and provided always that SESAMi's aggregate liability under or in connection with the Agreement (whether for liability in contract, tort or otherwise) will be limited to the greater of (i) one thousand dollars (SGD1,000.00); or (ii) the service fees actually paid by Supplier to SESAMi in the three (3) months immediately preceding the cause of action.

12.2 In no event whether based on contract, tort or otherwise, will SESAMi, its licensors or subcontractors be liable for any loss or damage (including consequential or incidental loss, business interruption, loss of business, profits or revenues or other pecuniary damage) howsoever caused and regardless of form of action, which may be suffered or incurred or which may arise directly or indirectly in respect of the Software, SESAMi catalogues or SESAMi Technology. The limited warranty and liability provisions herein are an essential element of this Agreement and shall survive any termination or expiry of this agreement. The limitation of liability provisions herein are a reflection of the allocation of risk and an essential terms for SESAMi to enter into this agreement.

## 13 Indemnity

The Supplier will indemnify, defend and hold harmless SESAMi and its directors, officers, employees, agents and users from any against all liabilities that may at any time be incurred by reason of any third party claim (i) arising out of or relating to any breach or alleged breach of, or any claim that is otherwise inconsistent with Supplier's representations or warranties contained in this Agreement, (ii) based upon any claim in connection with the supplier Content (including without limitation changes in contracted prices, alleged errors, omissions or misrepresentation therein ) its Nominated Content Provider; or (ii) arising out of any software virus or other software code of a destructive nature originating from the Supplier Content; or (iv) arising from any dispute, non-payment or other contractual failure to complete or perform a transaction with a User; provided that such liabilities do not arise from SESAMi's willful default or gross negligence.

## 14 Assignment

Either Party's rights and obligations under this Agreement may not be assigned or otherwise transferred in whole or in part, without the prior written consent of the other provided that (i) SESAMi may assign its right to receive any payment hereunder or part thereof to a related Company which refers to its parent company and all other entities within the group of companies of the parent company; or (ii) assign this Agreement to a Related re-organization. The provisions of this Agreement will be binding upon and incur to the benefit of the Parties' respective successors and permitted assigns.

## 15 Force Majeure

SESAMi will not be liable for any breach of this agreement arising from causes beyond its control including but not limited to acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, telecommunication or public utility disruption or failure, industrial disputes of any kind (whether or not involving its employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom SESAMi is not responsible or any other cause outside SESAMi's control.

## 16 Notices

Any notice, request, waiver, consent or approval shall be in writing in the English language and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post to the Party to which it is required or permitted to be given and made at such Party's address set forth above or such other address as may be communicated in writing to the other Party.

## 17 General

- 17.1 Parties shall attempt, in good faith, to resolve any dispute arising out of or in connection with this agreement or the performance, validity or enforceability
- 17.2 The Parties are independent contractors. No agency, partnership, joint-venture, employment or formal business organization of any kind is created by this Agreement and neither Party will have the right to bind the other.
- 17.3 No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or of any subsequent breach. The failure of either Party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.
- 17.4 The Supplier permits SESAMi to reference its name in press releases and other marketing material as a participating supplier on SESAMi.NET / SESAMi.online
- 17.5 if any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.
- 17.6 This Agreement may be executed in counterparts by the respective Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement
- 17.7 All remedies shall be cumulative and in addition to and not in lieu of any other remedies to either Party at law, in equity, or otherwise.
- 17.8 With the exception of non-payment, neither Party may bring an action, regardless of form, arising out of this Agreement, more than two (2) years after the cause of action
- 17.9 These Agreement will be governed by and construed in accordance with the laws of Singapore, and the courts of Singapore will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these Agreement..
- 17.10 This Agreement, the Terms of Use, the SESAMi.NET / SESAMi.online T&C and all other documentation made available to the Supplier and/or referenced therein constitute the entire agreement between the Supplier and SESAMi with respect to the subject matter herein and supersedes all prior and contemporaneous representations or understandings. Any amendment or modifications of the Agreement will not be binding unless written and signed by SESAMi's authorized representative. The provisions of this agreement shall always prevail over any inconsistent terms or conditions embodied within any purchase order, invoice or other documentation issued under or in connection with this Agreement.

## 18 Contact Information

- 18.1 You hereby acknowledge and agree to keep SESAMi (S) Pte Ltd informed in a timely manner of any change in your designated contacts and/or email addresses. SESAMi is entitled to rely on the validity of the contact information (email addresses, phone number, fax number, or otherwise) for the designated contacts you provide SESAMi even if SESAMi receives an automated response email indicating that the email might not or did not reach its intended recipient. SESAMi shall not be liable for any claim, demand, liability or action resulting from your omission, neglect and /or failure to supply us with your updated information and the accuracy and completeness of these information.