

Terms of Service

Last Updated Date: 27th Apr 2023

These Terms of Service (this "**Agreement**") form a binding agreement between City Energy Go Pte. Ltd. ("**City Energy**", "**we**", "**us**" or "**our**") and you ("**User**", "**you**" or "**yours**") and governs your access to and use of the Website, App, and/or Services. Please note that this Agreement includes and incorporates by reference our Privacy Policy accessible at <https://www.cityenergygo.com.sg/privacy/> ("**Privacy Policy**"), and any other Documentation and other applicable terms and conditions applicable for the time being in force accessible at Terms of Service (collectively the "**User Agreements**").

You acknowledge that this Agreement has the same force and effect as if it were executed in writing between you and City Energy. By accessing or using any part of the Website, App and/or Services, you acknowledge and agree that (i) you have read, understood, and agree to be bound by the terms of this Agreement, Privacy Policy and the User Agreements, and (ii) you are of legal age and have the capacity to form a binding contract with City Energy. **If you do not agree to be bound by the terms of this Agreement, the Privacy Policy, and the User Agreements, are not of legal age, or do not have such capacity to enter into this Agreement, you may not access or use the Website, App and Services.**

The terms of this Agreement may be revised from time to time by us. We will use commercially reasonable methods to notify you of such revisions, such as by posting a revised version of this Agreement on the Website or push notification to you via the App. Your continued access to or use of the Website, App and/or Services after such notice had been given and such revised Agreement had come into effect shall constitute your acceptance of the revised Agreement.

1. Definitions.

1.1 In this Agreement, the following words and expressions shall have the meanings respectively assigned to them hereunder:

"**Account**" has the meaning given to it in **Clause 5.1**.

"**Affiliates**", in relation to a party, means any entity which controls, is controlled by, or is under common control with such party (where "control", including its correlative meanings such as "controlled by", "controls" and "under common control with", means, the direct or indirect power to direct or cause the direction of the management and policies of a corporation, whether through the ownership of voting securities, by contract, or otherwise).

"**App**" means the Go by City Energy App provided and made available by City Energy which the User may use to access the Services.

"**Documentation**" means any and all user guides or other documentation describing the features, functionality or operation of the App and Services supplied or made available by City Energy on the Website for use with or in support of the Services, including without limitation any and all revisions, modifications, and updates to such Documentation made by City Energy from time to time.

"**EV Chargers**" means chargers operated by City Energy and/or its business partners which can be used to recharge compatible electric vehicles.

"**Force Majeure Event**" means any circumstance not within a party's reasonable control, including, without limitation (a) fire, storm, lightning, flood, drought, earthquake or other natural disaster or other similar acts of God; (b) epidemic or pandemic (including the ongoing COVID-19 pandemic); (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) any law or any action taken by a Governmental Authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (e) fire, explosion

or accident; (f) any labour or trade dispute, strikes, industrial action or lockouts; (g) non-performance by suppliers or subcontractors; and (h) the unavailability, interruption or failure of utility services such as electricity, gas, water and telecommunications.

"Governmental Authority" means any governmental, administrative, statutory, regulatory or self-regulatory, judicial or arbitral authority or body (including any division thereof), anywhere in the world with jurisdiction over the relevant affairs of City Energy or the User.

"Harmful Code" means any computer code, files, scripts and programs, including any malware and/or software, that is intended or known to be harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans, ransomware and any new type of threats.

"Intellectual Property Rights" means patents, trade marks, service marks, copyright, know-how, design rights, database rights, rights in software, rights in designs and inventions, trade secrets, confidential information, trade and business names and brands, internet domain names, any application (whether pending, in process or issued) for any of the foregoing and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed.

"Laws" means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, including the common law as may be applicable from time to time and any applicable industry codes or standards which are of a mandatory and binding nature.

"Personal Data" means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which a party has or is likely to have access.

"Registered User" has the meaning given to it in **Clause 5.1**.

"Registration Data" has the meaning given to it in **Clause 5.3**.

"Services" means the services (including any information and content available therein) provided by City Energy and/or its business partners on the Website and/or the App, including but not limited to allowing the User to locate EV Chargers, starting and stopping charging sessions, pay for charging session, receive invoices and notifications from City Energy. For the avoidance of doubt, Services exclude Third-Party Materials.

"Technical Data" means system specific data or information and other technical data relating to the Website, App or Services.

"Term" has the meaning given to it in **Clause 15.1**.

"Third-Party Materials" has the meaning given to it in **Clause 10.1**.

"User Data" means the data and information created, submitted to, or provided to City Energy by you.

"Website" means City Energy's website at <<https://www.cityenergygo.com.sg/>> or such other website as City Energy may maintain from time to time for access by Users through which the Users may access the App and Services.

2. License.

- 2.1 Subject to the terms and conditions of this Agreement, during the Term, City Energy grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, and non-assignable license

to access and use the Website, App and Services for your personal purpose in Singapore and West Malaysia.

- 2.2 You do not acquire any rights, title or interest in or to the Website, App or Services, other than a right to use the Website, App or Services in accordance with the limited license granted hereunder and subject to all terms, conditions, and restrictions, under this Agreement. City Energy reserves and shall retain its entire right, title, and interest in and to the Website, App and Services, including all Intellectual Property Rights therein or relating thereto.

3. Use Restrictions.

3.1 You shall:

- (a) access and use the Website, App and Services in compliance with this Agreement, the User Agreements, Documentation, and all applicable Laws;
- (b) be solely responsible for the accuracy, completeness, currency, quality and legality of User Data and the means by which you acquire User Data;
- (c) obtain all consents, permissions, and authorisation required under applicable Laws to input, provide, transfer, and make available data (including Personal Data) to City Energy for the purposes of providing you with the Website, App and Services; and
- (d) use commercially reasonable efforts to prevent unauthorised access to or use of the Website, App and Services, and notify City Energy promptly of any such unauthorised access or use;

3.2 You shall not:

- (a) make the Website, App, Services or the Documentation (or any part thereof) available to, or use the Website, App, Services or the Documentation (or any part thereof) for the benefit of anyone other than yourself;
- (b) rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, or lease the Website, App or Services (or any part thereof) or otherwise make available to any third party for any reason, including the Documentation, or include the Website, App or Services in a service bureau, time-sharing, or outsourcing offering;
- (c) interfere with or disrupt the integrity or performance of the Website, App or Services, or any information and content contained thereon;
- (d) copy, adapt, modify, prepare derivative works based upon, transfer, publicly display, transmit, or otherwise exploit the Website, App or Services, including any function or feature thereof;
- (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download any information and data from the Website, App or Services;
- (f) access the Website, App or Services in order to build a competitive product or service or otherwise to compete with City Energy;
- (g) reverse engineer, disassemble, or otherwise attempt to derive or gain access to the source code or infrastructure of the Website, App or Services or any part thereof;
- (h) attempt to probe, scan, or test the vulnerability of the Website, App or Services, any City Energy system or network or breach any security or authentication measures, or otherwise attempt to benchmark the Website, App or Services or City Energy’s performance of any

services;

- (i) upload, store on, or transmit or make available through the Website, App or Services any Harmful Codes;
- (j) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Website, App or Services, including any copy thereof;
- (k) post, upload, publish, submit or transmit or otherwise make available any User Data that you do not have a right to make available under any law or under contractual or fiduciary relationships, that infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral or other Intellectual Property Rights, or rights of publicity or privacy, or that otherwise violates applicable law or regulation; or
- (l) provide any competitor of City Energy (including any employee or contractor of such competitor) with access to or use of the App or Services (or any part thereof), including by read-only access, direct access through your identification and password information, or otherwise.

3.3 You acknowledge and agree that:

- (a) City Energy has no obligation to monitor your access to or use of the Website, App or Services but has the right to do so for the purpose of operating the Website, App or Services, to ensure your compliance with this Agreement or to comply with applicable Laws or the order or requirement of a court or other Governmental Authority;
- (b) City Energy reserves the right, at any time and without prior notice, to terminate the license granted to you under this Agreement and remove or disable your access to and use of the Website, App or Services (or any part thereof) should City Energy, at its sole discretion, consider any of your actions or operations to be in violation of this Agreement or is otherwise harmful to the Website, App or Services or any users of the Website, App or Services; and
- (c) City Energy may investigate and prosecute violations of this Agreement to the fullest extent of the law and involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

4. **Services.**

4.1 **Updates.** You acknowledge and agree that City Energy may regularly update the Website, App and/or Services and reserves the right to add and/or substitute functionally equivalent features for any reason, without notifying you. City Energy shall have the right to remove, suspend or discontinue any component, feature, or function of the Website, App or Services without any liability towards you. You further agree that all updates to the Website, App or Services will be deemed part of the Website, App or Services and be subject to all terms and conditions of this Agreement.

5. **User Account**

5.1 In order to access certain features of the Website, App or Services, you may be required to become a Registered User and access such features through your Account. For the purposes of the Agreement, a "**Registered User**" is a User who has registered an account on the Website and/or App for the use of such features ("**Account**").

5.2 City Energy may allow you to link your Account with, or otherwise access the Website, App or Services using, your accounts on third party services (for example, Facebook, Google, LinkedIn) ("**Third Party Account**"). For the purposes of this Agreement, all references to "Account" shall

include “Third Party Account”.

5.3 In creating an Account, you agree to:

- (a) provide true, accurate, current and complete information about yourself (the “**Registration Data**”);
- (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete; and
- (c) not create an Account using a false identity or information, or on behalf of someone other than yourself.

5.4 You acknowledge and agree that you shall be solely responsible for maintaining the confidentiality and security of your Account, and shall not allow another person to use your Account to access the App and Services. You shall immediately notify City Energy via ask@cityenergygo.com.sg or City Energy’s call hotline at 1800 555 7878 if you suspect or become aware of any unauthorised use of your Account or any other breach of security. Notwithstanding the foregoing, you acknowledge and agree that all actions taken on, and all operations of, the Website, App and Services that occur under or through the use of your Account (including any payments or purchases made) shall be attributable to you, and you shall be solely responsible for all such actions.

5.5 City Energy shall not be liable to you for any harm or loss arising from or relating to the theft of your Account, your disclosure of your Account, or the use of your Account by another person or entity.

5.6 City Energy reserves the right to temporarily or permanently suspend or terminate your Account or impose limits on or restrict your access to and use of the App or Services with or without notice at any time for any or no reason including:

- (a) if you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or City Energy has reasonable grounds to suspect that any Registration Data you provide is untrue, inaccurate, not current or incomplete;
- (b) if City Energy has reasonable grounds to believe you have violated, or are about to violate, the Agreement, including any incorporated agreements, policies or guidelines, or any applicable Laws, or that your Account may have been compromised;
- (c) if activities occur under your Account which, in City Energy’s sole discretion, would or might cause damage or losses to City Energy or any users (whether yourself or other users), impair City Energy’s ability to provide the App or Services, or infringe or violate any third party rights (including Intellectual Property Rights);
- (d) in response to requests by law enforcement agencies or other Governmental Authority; or
- (e) due to unexpected technical or security issues or problems.

5.7 You agree not to create an Account and/or use the Website, App or Services if you have previously been banned from the Website, App and Services by City Energy.

5.8 You hereby acknowledge and agree that any or all data (including without limitation to user access data, user account data and transaction data) and communications with the Website or App may be monitored, captured, recorded and transmitted to the authorities as deemed necessary by City Energy in its sole discretion and without further notice.

6. Payment.

- 6.1 In order to access certain Services, you may be required to make payment to City Energy for such Services ("**Paid Services**").
- 6.2 You may make payments to City Energy via credit or debit card, PayNow QR / VPA or such other payment method as is available on the Website or App.
- 6.3 All payments shall be made in the currency as indicated within the Website or App for the relevant Paid Services.
- 6.4 You shall be responsible for all taxes and transaction charges associated with your payments.
- 6.5 You shall be responsible to resolve any payment disputes (including disputes with your bank, debit or credit card company, or payment service provider in relation to payments) on your own. City Energy shall not be responsible for any lost or misdirected payments.
- 6.6 City Energy shall not be liable for, and you shall release City Energy from, any obligations or liabilities that may be owed by you to your bank, debit or credit card company, or payment service provider under any agreement or arrangement between you and such third parties. City Energy shall have the right to refuse to allow you access to Paid Services when you have not paid for such Paid Services, and not be liable to you for your inability to access the Paid Services.
- 6.7 You acknowledge and agree that:
- (a) your use of Paid Services may be subject to further terms and conditions relating to the Paid Services as may be found on the Website and/or the App; and
 - (b) by paying for such Paid Services and accessing and using such Paid Services, you shall be deemed to have read, understood and agree to be bound by the terms and conditions relating to such Paid Services.

7. User Data.

- 7.1 You hereby grant City Energy a non-exclusive, royalty-free license to access and use User Data during the Term for the purposes of:
- (a) providing the Website, App and Services to you;
 - (b) monitoring and improving the performance of the Website, App and Services and other internal business purposes of City Energy; and
 - (c) creating de-identified versions of User Data.
- 7.2 You represent and warrant that you own or have the legal right and authority, and will continue to own or maintain the legal right and authority, to grant to City Energy during the Term the license set forth in **Clause 7.1**.
- 7.3 You acknowledge and agree that:
- (a) City Energy does not monitor User Data transmitted by you through the Website, App or Services, and that City Energy shall not be responsible for such User Data;
 - (b) you are solely responsible for making sure that the disclosure and use of data, User Data and information that you provide to City Energy through the means described herein does not violate any applicable Laws or infringe upon the Intellectual Property Rights of any third party;

- (c) you shall not knowingly post or upload any User Data which:
 - (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening;
 - (ii) violates the rights of others, such as data which infringes on any Intellectual Property Rights or violates any right of privacy or publicity; or
 - (iii) otherwise violates any applicable Laws;
- (d) City Energy may remove any violating content posted on or transmitted through the Website, App or Services at any time; and
- (e) you shall promptly provide written notice to City Energy in the event you discover any User Data provided is unlawful, contains errors, or otherwise violates the provisions of this Agreement.

7.4 You acknowledge and agree that City Energy shall be entitled to collect, access, modify, distribute, audit, reproduce, delete or remove any User Data relating to you and/or the use of the Website, App and Services freely and in perpetuity to the extent necessary to:

- (a) protect you and other users of the Website, App and Services;
- (b) provide, protect, and improve City Energy's products and services, whether now in existence or in the future;
- (c) provide statistical analysis;
- (d) protect the integrity of any data held by City Energy; and
- (e) ensure your compliance with this Agreement and any applicable Laws; and
- (f) disclose such data and information if required by law or law enforcement authorities, to enforce this Agreement, or to protect City Energy's rights or those of other users.

8. Technical Data

8.1 It may be necessary for City Energy or its Affiliates to obtain, receive, or collect Technical Data from you to provide you with access to and use of the Website, App and Services. You hereby grant to City Energy and its Affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to:

- (a) compile, use, distribute, display, store, process, reproduce, or create derivative works of the Technical Data;
- (b) aggregate the Technical Data with other data for use in an anonymous manner for City Energy's marketing and sales activities; and
- (c) exploit aggregated Technical Data and/or provide aggregated Technical Data to third parties, so long as such data is presented in the aggregated format and does not identify you.

9. Internet / User Device / Third Party Software

9.1 You acknowledge and agree that to access and use the Website, App and Services, you will need access to the Internet, and a mobile phone, a tablet, or other compatible computing devices capable of accessing the Internet and compliant with the specifications set forth in the Documentation ("**User**

Device”). In addition, certain third party software which is not incorporated into the Website, App and Services (including the operating system of the User Device and web browsers) (“**Third Party Software**”) may be required to be properly installed onto such User Device for you to access and use the Website, App and Services. You acknowledge that City Energy has no control over the terms and conditions of the end user license agreement provided with such Third Party Software, and shall under no circumstance be deemed a party to any agreement or arrangement between you and any third parties. You shall be fully responsible for obtaining Internet access, User Devices and entering into and maintaining the end user license agreement for Third Party Software at your own cost, expense and risk. Your use of such separately acquired Third Party Software and/or the User Device shall be in accordance with any applicable terms and conditions. City Energy shall not be liable for, and you shall release City Energy from, any obligations or liabilities that may be owed by you to any third parties under any agreement or arrangement between you and such third parties. City Energy shall not be liable to you for your inability to access the Website, App and/or Services for any reasons not attributable to City Energy, including your lack of access to the Internet, or any issues with the User Device or Third Party Software.

10. Third Party Materials.

10.1 City Energy may display, include or make available third-party content or provide links to third-party websites or services (collectively, “**Third-Party Materials**”) on the Website, App or Services. You acknowledge and agree that any Third-Party Materials you access through the Website, App or Services are entirely at your own risk.

10.2 Without prejudice to the foregoing, you acknowledge and agree that:

- (a) City Energy may but shall have no obligation to monitor and review such Third-Party Materials, and shall not be responsible for such Third-Party Materials, including their accuracy, completeness, timeliness, currency, validity, copyright compliance, legality, decency, quality or any other aspect thereof;
- (b) City Energy does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials;
- (c) Third-Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions;
- (d) City Energy does not guarantee the continued availability of such Third-Party Materials, and may cease displaying, including or making available such Third-Party Materials at any time at its sole discretion without any liability to you; and
- (e) City Energy makes no representations or warranties whatsoever, and shall not be liable for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur arising out of or in relation to your use of Third-Party Materials, any transactions completed in or through the same, nor for any contract entered into by you with any third party.

10.3 You shall indemnify City Energy against all costs, losses, liabilities and damages which arise from any action or claim against City Energy from third parties in respect of your use of, integration and/or interface with Third-Party Materials and related data.

11. Disclaimer of Warranties.

11.1 **Services Provided “As Is”.** You acknowledge and agree that to the fullest extent permitted by applicable law, the website, app and services are provided by city energy on an “as is,” and “as available” basis, with all faults. City energy expressly disclaims all other warranties, representations,

and conditions of any kind, whether express or implied, with respect to this agreement, the website, app and services and/or the results that may (or may not) be achieved by use of the app and services by you or your authorized users, including without limitation all implied warranties of merchantability, quality, fitness for a particular purpose, non-infringement, accuracy, timeliness or effectiveness and any warranties arising from a course of dealing or usage or trade. City energy does not warrant that the operation of the website, app and services will be uninterrupted or error-free and while city energy has used reasonable measures to maintain the confidentiality of your information, you acknowledge and agree that city energy cannot guarantee the security or accessibility of such information. You further acknowledge that city energy uses a third party to host the website, app and services and to store users' information and city energy makes no representation or warranty and shall have no liability for such third party services. City energy makes no warranties regarding the accuracy or completeness of any information provided in connection with or results obtained through use of the website, app or services, and city energy shall have no liability for any claim arising from any use of such information or results.

12. Intellectual Property.

12.1 **Ownership.** You acknowledge and agree that City Energy and its third-party licensors own all rights, title and interests (including without limitation to Intellectual Property Rights) in and to:

- (a) the Website, App, Services, and Documentation;
- (b) any trade marks, service marks, trade names, domain names, website name, other significant brand features or specific descriptions which will allow a third party to identify City Energy and/or its Affiliates (collectively, "**City Energy Proprietary Markings**");
- (c) all updates, derivatives and modifications developed or derived therefrom, including without limitation to any software, source and object codes, algorithms, data models (whether or not any of the foregoing have been developed using User Data), technology, web pages, text, pictures, images, audio, video, charts, layout design, and electronic documents, or customisation to the Website, App and Services;
- (d) any reports or data generated by City Energy in the course of providing the Website, App or Services to you or from User Data uploaded or entered by you to the App;
- (e) any intangible ideas, residual knowledge, concepts, know-how and techniques related to or learned from City Energy's provision of the Website, App or Services, including, without limitation, any intangible ideas, residual knowledge, concepts, know-how, and techniques related to any new features for the Website, App or Services, whether or not created for you; and
- (f) any operation and technical data relating to the Website, App and Services (including without limitation to user Account information, Registration Data, operation records, and service orders).

(collectively, the "**City Energy Intellectual Property**").

12.2 Other than the limited license and use rights expressly set forth in this Agreement to City Energy Intellectual Property, City Energy does not grant you any rights to City Energy Intellectual Property and reserves all rights therein.

12.3 You shall not, and shall not permit any other person to:

- (a) access or use City Energy Intellectual Property except in accordance with the terms of and otherwise permitted under this Agreement;

- (b) display, use, apply for registration any City Energy Proprietary Markings;
- (c) represent to any other persons, that you have the right to display, use or to otherwise dispose of City Energy Proprietary Markings;
- (d) modify, alter, remove, delete or destroy any City Energy Proprietary Markings placed upon or contained within the Website, App, Services or any Documentation; or
- (e) take any action which would cause the Website, App and/or Services or any part thereof to be placed in the public domain or to become open-source software.

12.4 **Feedback.** If you propose or provide any ideas, suggestions, recommendations, enhancements, improvements, or other feedback (collectively "**Feedback**") to City Energy, then you hereby assign all rights, title, and interests, including all copyright, patent, trade dress rights and other Intellectual Property Rights, in and to such Feedback to City Energy. City Energy shall have the right to use and disclose any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in such Feedback in any manner and for any purpose in City Energy's discretion without remuneration, compensation or attribution to you, provided that the foregoing shall not create or imply any obligation on the part of City Energy to use such Feedback.

13. Indemnity.

13.1 You shall indemnify, defend and hold harmless City Energy and its Affiliates, and their respective owners, managers, directors, employees, and contractors from and against all direct and indirect losses, damages, liabilities and costs (including reasonable attorneys' fees) incurred in connection with (i) your use of the Website, App or Services or the results obtained therefrom, (ii) any breach of this Agreement by you, and (iii) any third party claim arising out of or relating to User Data and City Energy's use thereof, including without limitation if it infringes any rights (including Intellectual Property Rights) of a third party.

14. Limitation of Liability.

14.1 In no event shall city energy be liable to you for any special, consequential, incidental, or indirect damages, however caused and under any theory of liability arising out of this agreement or the services, including without limitation loss of profits, loss of data, loss of goodwill, loss of reputation, loss of revenue or loss of use, whether or not city energy has been advised of the possibility of such damages, arising out of, resulting from or relating in any way to (1) your use or inability to use the website, app or services; (2) the cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained or messages received for transactions entered into through the website, app and services; (3) unauthorized access to or alteration of your transmissions or data; (4) statements or conduct of any third party on app; or (5) any other matter related to the website, app and services.

14.2 Save with respect to death or personal injury caused by the negligence of city energy, to the maximum extent permitted by law, city energy shall not be liable to you for any death or personal injury, however caused and under any theory of liability, arising out of this agreement or the services, or resulting from or relating in any way to your use or inability to use the website, app or services.

14.3 In no event shall city energy's aggregate liability arising out of or related to this agreement exceed [the amount of monies paid by you to city energy for the paid services in the one (1) year period prior to the date your claim arose.

14.4 You hereby acknowledge and agree that the disclaimer of warranties in **Clause 11**, indemnity in **Clause 13** and limitations of liability in this **Clause 14** and in the other provisions of this Agreement and the allocation of risk therein are essential elements of the bargain in City Energy's provision of the Website, App and/or Services, without which City Energy would not have provided the Website,

App and/or Services or entered into this Agreement.

15. Term and Termination.

- 15.1 This Agreement shall commence on the date when you accepted this Agreement (as described in the preamble above) and remain in full force and effect while you access or use the Website, App and Services, unless terminated earlier in accordance with the Agreement (the “**Term**”). For the avoidance of doubt, you hereby acknowledge and agree that the Agreement commenced on the earlier of (a) the date you first accessed the Website, App or Services, or (b) the date you accepted the Agreement.
- 15.2 Upon any termination of this Agreement:
- (a) all rights and licenses granted to you shall cease, and you shall immediately discontinue use of the Website, App and Services;
 - (b) your access to the Website, App and Services may be barred;
 - (c) your Account and related information, files and content associated with or inside your Account (or any part thereof), including your User Data, may be deleted from City Energy’s database at City Energy’s discretion. You acknowledge and agree that City Energy will not have any liability whatsoever to you for deletion of your Account or your User Data; and
 - (d) where applicable, you shall promptly pay all amounts due to City Energy as of the effective date of termination.
- 15.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the termination of this Agreement shall remain in full force and effect, including without limitation to **Clause 1** (Definitions), **3** (Use Restrictions), **11** (Disclaimer of Warranties), **12** (Intellectual Property), **13** (Indemnity), **14** (Limitation of Liability), **15** (Term and Termination), **16** (Governing Law and Dispute Resolution) and **17** (General Provisions).

16. Governing Law and Dispute Resolution.

- 16.1 This Agreement shall be governed by and construed under the laws of the Republic of Singapore.
- 16.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

17. General Provisions.

- 17.1 **Force Majeure.** City Energy shall not be liable for any delay or failure to perform resulting from Force Majeure Events. If a Force Majeure Event occurs that affects City Energy’s performance of its obligations under the Agreement, City Energy’s obligations under the Agreement will be suspended and the time for City Energy’s performance of its obligations will be extended for the duration of the Force Majeure Event.
- 17.2 **No Third-Party Beneficiaries.** No third party who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in this Agreement) shall have any rights to enforce or rely upon any of the provisions of this Agreement.

- 17.3 **Notice.** Where City Energy requires that you provide an e-mail address, you are responsible for providing City Energy with your most current e-mail address. In the event that the last e-mail address you provided to City Energy is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, City Energy's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.
- 17.4 **No Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 17.5 **Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without City Energy's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. City Energy shall have the right to assign this Agreement without your consent and without prior notice to you. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 17.6 **Severability.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of this Agreement will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.
- 17.7 **Counterparts.** This Agreement may be executed in any number of electronic, PDF or facsimile counterparts, each of which is deemed an original and all of which together constitute one and the same agreement.
- 17.8 **Language.** This Agreement is made in the English language only, and any translation of these terms and conditions in another language shall not be binding upon the parties.