

HOLMUSK'S TERMS OF USE

Updated: September 2017

Please read these Terms of Use carefully constitute a legal agreement between you (“**User**”, “**you**” or “**your**”) and KKT TECHNOLOGY PTE. LTD. and its subsidiaries, affiliates and related corporations (“**Holmusk**”, “**we**”, “**us**” or “**our**”) that provide you with the Services (defined below).

In these Terms of Use “**Services**” includes the Holmusk websites, applications and/or other services, including but not limited to GlycoLeap and SuperLeap and the associated applications published by Holmusk; the related documentation and other text; any information provided on <https://www.holmusk.com>; <https://glycoleap.com> and/or <https://getsuperleap>; artwork, photos, video and audio content; all other services and products provided, operated and owned by Holmusk, and all updates to any of these items.

The Services are made available to you by Holmusk subject to this **Holmusk's Terms of Use**, and **Holmusk's Privacy & Data Protection Policy** accessible at [<https://www.holmusk.com/data-policy/>] (collectively the “**Agreement**”). Your privacy is important to us, please read Holmusk's Privacy & Data Protection Policy before accessing or using the Services.

For any child below 13 years of age, the rights to consent, access and correction can only be granted by their guardians. By installing, accessing or otherwise using the Services, you agree to be bound by the Agreement. If you do not agree to these terms, you should stop accessing or using the Services immediately.

1. GRANT OF LICENSE; INTELLECTUAL PROPERTY RIGHTS

- 1.1 As a User of the Services, Holmusk grants to you a limited, non-exclusive, non-transferable, non-sub-licensable, revocable, worldwide licence to use, install, access, operate, run and execute the Services through your account (“**User Account**”) for your personal use only, and not for commercial use, resale or for and on behalf of any other person or organisation, subject to the terms of this Agreement.
- 1.2 You acknowledge and agree that the Services and all associated intellectual property rights are owned by Holmusk (or its licensor, where applicable) and are protected by Singapore copyright laws and other laws.
- 1.3 Except as expressly stated in this Agreement, Holmusk grants you no other right or license, express or implied, to the Services, including without limitation, any right to use, copy, publish, display, compile, transmit, broadcast or otherwise exploit the Services. No proprietary rights are intended to be transferred or conferred by this Agreement.
- 1.4 Holmusk reserves all rights to and in the Services, including any and all patent, trademark, copyright, trade secret, intellectual and industrial property rights, developed or in existence and in all forms of media throughout the world for Holmusk's use and

disposition at its sole discretion without any obligation to you. You are not authorised to use the name 'Holmusk', 'GlycoLeap', 'SuperLeap' or any other trademarks owned or controlled by Holmusk in any manner whatsoever, regardless of whether they are registered, without the prior written approval from Holmusk.

2. PERMITTED PURPOSE

2.1 You may only use the Services in accordance with Holmusk's written consent and in accordance with the terms of this Agreement. You shall not directly, or indirectly (by assisting or encouraging any other party):

- (a) copy, frame or mirror any parts of the Services;
- (b) sell, rent or lease the Services or otherwise transfer or assign the right to use the Services, or pledge, grant a security interest in, lien on or encumber the Services;
- (c) use the Services to process, store or handle any information not owned by you or provided to you without express authorisation for such use or access;
- (d) access the Services with any automated application or programme other than through those owned or operated by Holmusk;
- (e) directly or indirectly copy, translate, adapt, modify, alter, decompile, disassemble, or otherwise reverse engineer or create any derivative work of the Services, merge the Services or any part thereof with any other application or change Services in whole or in part;
- (f) alter or remove any copyright or other intellectual property marks or notifications applied to the Services;
- (g) make any use of the Services for the posting, sending or delivering of either of the following: (i) unsolicited email and/or advertisement or promotion of goods and services; (ii) malicious software or code; (iii) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (iv) any content that infringes a third party right or intellectual property; (v) any content that may cause damage to a third party; (vi) any content which may constitute, cause or encourage a criminal action or violate any applicable law; and/or
- (h) use the Services for any illegal, offensive, immoral or unethical purpose.

3. MEDICAL ADVICE NOT PROVIDED BY THE SERVICES

3.1 All information, data and materials provided through or in the Services are provided for informational purposes only, and do not constitute medical advice, recommendations or warranties of any kind. The information provided is **not** a substitute for the advice of an appropriate medical professional.

- 3.2 Holmusk assumes no liability for any advice, consultation, or services furnished by such medical professional, in reliance of the User's use of the Services.
- 3.3 Holmusk does not recommend or endorse any specific actions or services. Holmusk does not endorse any medical professionals, nor does it assume liability for facilitating relationships between Users and such medical professionals.
- 3.4 Your reliance on any information provided by Holmusk or otherwise appearing through your use of the Services provided is done so solely at your own risk. Your use of the Services shall not be used in place of the advice or consultation with appropriate medical professionals or any information contained on or in any product packaging or label. Should you have any health-related queries, please see your doctor or health professional promptly. You should not disregard any medical advice or delay seeking any medical advice because of any information provided by Holmusk or in the Services, and you should not use the Services for diagnosing or treating a health problem. The use of the Services or communication between you and Holmusk, does not constitute or create a doctor-patient relationship or other fiduciary relationship between you and Holmusk.

4. BROWSERS & OTHER APPLICATIONS

- 4.1 You represent and warrant that you have all necessary rights in and licenses to any web browser or other devices and applications necessary to use the Services.
- 4.2 You acknowledge that:
 - (a) use of the Services may require use of certain third-party tools or applications;
 - (b) the Services may interact with servers operated by Holmusk or other third parties;
 - (c) Holmusk has no obligation to provide you any documentation, including but not limited to, operating manuals, with respect to the Services; and
 - (d) Holmusk is not responsible for any tax or other consequences of your download or use of the Services.

5. CONTENT

- 5.1 You own all information, data, text, sound, photographs, graphics, video, messages, posts, tags, software or other material you make available in connection with the Services (the "**Content**"), whether posted publicly posted, privately transmitted or submitted through a third party.
- 5.2 You grant Holmusk a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Content you post or in connection with the Services.

- 5.3 You are completely responsible for all Content that you post, upload, email, transmit or otherwise make available via the Services. Holmusk may, but has no obligation to monitor the Content posted to the Services. Holmusk may at any time and for any reason screen, monitor, review, refuse or remove any Content that violates these terms or is otherwise offensive or objectionable. You understand that you may be exposed to Content that is offensive, indecent or objectionable by using the Services and Holmusk is in no way liable for any loss or damage resulting from the use of Content made available on the Services.
- 5.4 Holmusk does not endorse any Content posted or provided by Users and any Content provided by you is subject to prevailing laws and regulations including those relating to subject matter, inciting hate, indecency or public protection

6. ACCOUNT SECURITY

- 6.1 As part of your User Account or through the use of the Services, you may receive a username and password (or other means of authentication or by which you can control access to the data, information and services provided by Holmusk) ("**Access Code**").
- 6.2 You shall be solely responsible for maintaining the confidentiality of the Access Code and security of your User Account and such devices on which the Services are accessed. Accordingly, you shall be solely and completely responsible for any and all acts or omissions that occur using the Access Code or through your User Account, whether lawful or unlawful.
- 6.3 You must inform Holmusk immediately of any unauthorised use of your Access Code, User Account or any other breach of security. You further agree to accept all risks of unauthorised access to your User Account, data or any other information or content you provide to Holmusk.

7. PAYMENTS, SUBSCRIPTIONS & RENWAL

- 7.1 In order to access certain features or functions of the Services, you may be required to pay Holmusk additional fees or subscription charges as specified in the application. You agree to pay all such fees or charges incurred in connection with your User Account from time to time. Holmusk reserves the right to increase the fees or introduce any new fees at any time, with reasonable notice.
- 7.2 Unless otherwise specified:
- (a) all fees or charges shall be payable in advance on a monthly or annual basis;
 - (b) you shall be liable for the applicable taxes;
 - (c) any changes to subscription or membership plans will take effect at the next billing cycle; and

(d) your subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the prevailing subscription rate, via the payment method you had initially selected.

7.3 You may terminate your User Account at any time, in which case your User Account will still be valid for the subscription period you have already paid for, and Holmusk shall not provide any refunds or credits for such unutilised periods. If you have subscribed to the Services through the use of (Apple) App Store, Google Play Store, or any other such service provider using the in-app purchase feature, you may only cancel your subscription or change your payment preferences through the use of their services.

7.4 If you provide us with your payment information, you consent and authorise us (and the relevant third party service providers, payment card networks and payment processors) to receive, store and encrypt your payment information.

8. TERMINATION OR SUSPENSION OF USER ACCOUNT

8.1 Either party may terminate this Agreement at any time with or without cause. Upon termination, your User Account will be cancelled immediately and you will not be able to access your User Account or the Services. All content and information relating to your User Account or provided through the Services may also be immediately destroyed or deleted by Holmusk.

8.2 If you wish to terminate this Agreement and cancel your User Account, you can do so directly within your User Account in the relevant Holmusk application. In the event you do not receive any response within twenty-four (24) hours confirming your cancellation, it is recommended that you re-submit your request or contact us via inquiry@holmusk.com for further assistance.

8.3 Holmusk, in its sole discretion, has the right to modify, suspend access to or discontinue your User Account or modify the Services at any time for any reason at any time without prior notice, including but not limited to situations where it is determined that there is unauthorised use of the Services, or the Services are used in a manner that violates the laws of the applicable jurisdiction; and/or threatens the security or otherwise harms Holmusk, personnel of Holmusk, or other Users and third parties.

8.4 For the avoidance of doubt, in the event of termination or suspension of a User Account, Holmusk shall not be under any obligation to provide the User with:

(a) a date for the conclusion of any investigations;

(b) any assurances on when the suspension will be lifted; and/or

- (c) any credit, rebate or refunds of subscription fees or other fees paid to Holmusk in relation to the remainder of such term which remains unspent due to the suspension.

8.5 The following paragraphs herein shall survive termination of this Agreement:

- (a) Paragraph 1 (Grant of License & Intellectual Property Rights);
- (b) Paragraph 11 (Liability & Warranty Disclaimer);
- (c) Paragraph 12 (No Liability for Damages); and
- (d) Paragraph 13 (Indemnification).

9. ADDITIONAL SERVICES

9.1 The Services provided do not constitute a commitment to, and Holmusk has no obligation to you to, deliver any additional information, material, code, functionality, enhancement, modification, or update of or support for the Services, although such enhancements, modifications, updates, and support may be made available to you from time to time, and may be terminated at any time without notice to you and you bear the sole risk and liability in relying on such information in making any strategic or analytical decisions.

9.2 Holmusk may make any changes or improvements to the Services or other products, services, features, mobile applications, programs or prices for any reason at any time. Holmusk may at any time modify, discontinue or suspend, temporarily or permanently, the Services or any part thereof, without any liability to you or any third party.

10. THIRD PARTY LINKS

10.1 There may be links to properties, sites or products operated by third parties in the Services. Access to any third party site is at your own risk and you acknowledge that you are contracting directly with such third party and not Holmusk. Such links are provided for convenience and the inclusion of such links does not imply an endorsement or guarantee of the products or services of the third parties. You are not obligated to interact or use any third party that appears on the Services.

10.2 Holmusk is not responsible for the reliability of such third-party products or services nor is Holmusk responsible for any third party information or other materials. Holmusk shall not be liable for any loss or damage incurred by you resulting from your dealings with third parties, through the Services or otherwise.

10.3 You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that Holmusk is not in any way responsible for any such use by you.

11. LIABILITY & WARRANTY DISCLAIMER

- 11.1 The information, software, products, services and content provided by Holmusk or otherwise available through the Services (including any information linked from this application or service) ("**Provided Information**") is for informational purposes only and provided 'as is' by Holmusk, without any warranty. Further, the Provided Information relies upon and otherwise is subject to the information provided by you.
- 11.2 The Services and the Provided Information are provided to you on an 'as-is' basis without any representations or warranties and Holmusk hereby disclaims all representations, warranties or certifications relating to the Provided Information including but not limited to any express or implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement or those arising by law, statute, usage of trade, course of dealing, or otherwise. Holmusk and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty or representation as to the accuracy, reliability, requirements, sufficiency, truth, suitability, quality, validity, timeliness or completeness of the Services and the Provided Information (including any and all calculations, tables, graphs and summaries) or otherwise. No oral or written information or advice given by Holmusk or a Holmusk representative shall create a warranty. Any Provided Information is qualified entirely by reference to the original source of the information and you should refer to such original source for qualifications and reference. No Provided Information, statement or information shall constitute legal, business or tax opinion or advice.
- 11.3 Holmusk does not warrant that the Services or the Provided Information will be uninterrupted, error-free, secure or without delay or free from defects, harmful components, viruses or malware. Further, Holmusk does not warrant that any errors in the Services will be corrected. Holmusk shall not be liable for any damages suffered as a result of using, modifying, contributing, copying, distributing, or downloading the Provided Information or the Services.
- 11.4 You have sole responsibility for ensuring the adequate protection and backup of data and/or equipment used in connection with the application or the Services and you will not make a claim against Holmusk for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the Provided Information or Services.
- 11.5 Holmusk expressly disclaims all and any liability arising out of, related to or in connection with any of the following:
- (a) internet or connectivity interruptions or delays;
 - (b) your or any third party's data, equipment, network, servers, applications, properties, cabling, systems, facilities or devices;
 - (c) scheduled maintenance or other modification to the Services;
 - (d) any act or omission by you or any third party;
 - (e) use of the Services which is not permitted hereunder;

- (f) modifications to the Services by any person or entity, other than Holmusk; and/or
- (g) force majeure (as set out paragraph 18 below).

11.6 Without limiting the generality of the foregoing, you acknowledge and agree that the Services and Provided Information will, from time to time, be subject to interruptions, delays and lag time arising from maintenance, servicing, User activity, User access, connectivity or otherwise and Holmusk disclaims all liability arising therefrom.

12. NO LIABILITY FOR DAMAGES

12.1 Holmusk's maximum aggregate liability to you in any event shall not exceed the total fees paid by you in the twelve (12) months prior to the date of your claim.

12.2 In no event will Holmusk be liable for any other damages, including any loss of profits, loss of data, lost savings, or incidental, exemplary, punitive, indirect, general or consequential damages arising out of, related to or in connection with this Agreement or the Services however arising, whether in contract, tort or otherwise, even if Holmusk has been advised of the possibility of such damages or they are foreseeable. Holmusk is not responsible for claims by a third party.

12.3 If any part of the exclusions of damages or limitations of liability set forth in this Agreement is unenforceable under the relevant or applicable law, Holmusk's aggregate liability will be limited to the maximum extent permitted by law, even if any remedy fails its essential purpose.

13. INDEMNIFICATION

13.1 You agree to indemnify, defend and hold Holmusk and its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from all claims from third parties, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities, and legal and other expenses suffered by or incurred by Holmusk, its affiliates or their employees, directors, representatives, consultants, officers, owners or agents arising from or related to any of the following:

- (a) breach or violation by you of this Agreement;
- (b) your connection to the Services;
- (c) your gross negligence or wilful misconduct;
- (d) any breach or violation by you of applicable laws;

- (e) any or all of the information or data provided by you to Holmusk or the content thereof (including claims of infringement, ownership, libel, defamation, obscenity);
- (f) use of the Services; and
- (g) use of the Provided Information and Access Code by you or others to whom you provided access.

13.2 Holmusk reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you in which case you agree to cooperate with Holmusk in asserting any available defence.

14. SEVERABILITY

If any provision of this Agreement is declared to be unenforceable, the remainder of this Agreement will continue in full force and effect, and the unenforceable provision will be deemed modified to the extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.

15. ENTIRE AGREEMENT & PRECEDENCE

15.1 The terms of **Holmusk's Privacy & Data Protection Policy** [<https://www.holmusk.com/data-policy/>] are incorporated herein to this Agreement by reference in its entirety.

15.2 In the event of any conflict or inconsistency, the following shall establish the order of precedence and priority (with governing precedence listed first and interpreted to afford most favourable protection to Holmusk): this Terms of Use, and Holmusk's Privacy & Data Protection Policy.

15.3 This Agreement constitutes the entire agreement between you and Holmusk pertaining to its subject matter and supersedes all other agreements, communications, understandings, negotiations, and discussions, whether oral or written, or course of dealings between us.

15.4 Holmusk reserves the right to supplement, modify, update and change the terms of this Agreement from time to time without notice in its sole discretion. Holmusk may post such changes which postings will be accessible on your User Account. Any new features or enhancements to the current Services shall be subject to the terms herein. Continued use of the Services after any such changes shall constitute your consent to such changes and your agreement to be bound by the modified terms. If you do not consent to such changes, you must stop using the Services immediately, and this Agreement shall be deemed terminated.

16. CONSTRUCTION

The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to interpreting this Agreement.

17. RIGHTS CUMULATIVE

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

18. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by Acts of God, Government restrictions, acts of terrorism, natural catastrophes, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected and occurring, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will accordingly be extended for a period of time equal to the time lost due to any delay so caused.

19. NOTICES, SUPPORT & QUESTIONS

Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and in the case of the User, when sent by email and/or registered mail to the relevant address provided by the User, and in the case of Holmusk, to the address as set out below:

Email address : inquiry@holmusk.com

Address : 71 Ayer Rajah Crescent, #06-08/09, Singapore 139951

20. ASSIGNMENT

This Agreement and any rights or obligations of a User may not be transferred or assigned by any User without Holmusk's express prior written consent. Holmusk is entitled to and reserves all rights to assign and novate this Agreement at any time and shall give the User subsequent notice of such assignment or novation.

21. WAIVER

No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or

partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

22. GOVERNING LAW & DISPUTE RESOLUTION

22.1 This Agreement shall be governed by the laws of Singapore.

22.2 The parties shall use best efforts to settle any dispute, claim, disagreement, question or issue directly through good-faith negotiations, which shall be a precondition to either party commencing any legal action. In case any dispute or difference shall arise amongst the parties as to the construction of this Agreement or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any question regarding its existence, validity or termination, such dispute or difference shall be submitted to a single arbitrator to be appointed by the parties in dispute or, failing agreement within fourteen (14) business days after a party in dispute has given to the other party or parties in dispute a written request to concur in the appointment of an arbitrator, a single arbitrator to be appointed on the request of any party in dispute by the President of the Court of Arbitration for the time being of the Singapore International Arbitration Centre (the “**SIAC**”) and such submission shall be a submission to arbitration in accordance with the Rules of the SIAC as presently in force by which the parties in dispute agree to be so bound. The place of arbitration shall be Singapore and the arbitration shall be conducted wholly in the English language.