

ATTIX - TERMS AND CONDITIONS

TERMS OF SERVICE

These Terms of Services (“**Terms**”) are a contract entered into between you and Livestream Systems Pte. Ltd., a private company limited by shares having its registered office at 68 Circular Road #02-01 Singapore (049422) (“**Livestream**”) and governs your use of and access to <https://www.attix.com/> (the “**Website**”), including any content, functionality, software, and services offered, purchased, ordered, or accessed on or through it (“**Services**”).

For the purpose of these terms of use, wherever the context so requires “you”, “yourself”, “client” or “user” or similar terminology are all in use in reference to the individual user of this Website. The terms “we”, “us”, “our”, “ours” shall refer to “Livestream”.

Livestream provides its services to you subject to the notices, terms, and conditions set forth in these Terms. In addition, when you use any services of the Website, you will be subject to the rules, guidelines, policies, terms, conditions and documents applicable to such service, and they are incorporated into these Terms by this reference.

By mere use of the Website, you shall be contracting with Livestream and these Terms including the policies represent a binding contract between you and us. Therefore, you should read these Terms carefully before you start to use the Services. Livestream retains the right to deny access to anyone who we believe has violated any of these Terms.

ACCESSING, BROWSING OR OTHERWISE USING THIS WEBSITE

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INDICATES YOUR AGREEMENT TO THESE TERMS, SO YOU ARE ADVISED TO READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.

1. CHANGES TO THESE TERMS

We reserve the unilateral right to revise these Terms from time to time and at any time without providing any intimation to you and in our sole discretion. We will post the new version of these Terms or any policies on this Website and any change or modification to these Terms shall be effective immediately from the date of such upload of the revised Terms on the Website. Your continued use of the Website following the modifications to the Terms and policies constitutes your acceptance of the modified terms and conditions whether or not you have read them and shall be binding on you. For this reason, you are advised to frequently review these Terms and other policies.

2. CHANGES TO WEBSITE

In order to optimize and improve your experience, we may update the Website from time to time and may change the content, display or form at any time without prior notice. We do not guarantee that the Website, or any content provided or displayed on it, will be free from errors or omissions. Further, we are under no obligation to update the Website or any of the content provided on it.

3. ELIGIBILITY

You must be at least 18 years old and capable of entering into a legally binding agreement in order to use the Website. If you are under 18 years of age, you may use this Website only with the involvement of a parent or guardian.

4. TERMS OF SERVICES

a. REGISTRATION AND INFORMATION

- In order to use the Website and avail the services, you are required to sign up by creating an account. The account information will not be used for any other purpose except with your prior consent. You must read, agree with and accept all of the terms and conditions contained in these Terms, including the Privacy Policy. You will be responsible for maintaining the confidentiality of your account, password and restricting access to your computer, and you hereby accept responsibility for all activities that occur under your account and password.
- During the registration process, you are also required to submit your personal information, which may include information relating to your name, age, mobile device, location, etc. You agree that the information provided by you upon registration and at all times thereafter will be true, accurate, current, and complete. You agree to maintain and update this information to keep it true, accurate and complete at all times while using the Website and availing the services. You also acknowledge that the information you provide, in any manner whatsoever, is not confidential or proprietary and does not infringe any rights of a third party in whatsoever nature.
- If you are accessing, browsing, and using the Website or availing the services on behalf of another person or a legal entity (a “person”), you represent that you have the authority

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to bind that person to all the terms and conditions herein. In the event that the person refuses to be bound as the principal to these Terms, you are liable for any harm caused by any wrongful use of the Website resulting from such access or use of the Website in whatsoever nature.

- If you know or have reason to believe that the security of your account has been breached, you should contact us immediately at the 'Contact us' information provided on the Website. If we have found a breach or suspected breach of the security of your account, we may require you to change your password, temporarily or permanently block or suspend your account without any liability to Livestream.

b. LIMITATION ON USE

By using our Services, you agree on behalf of yourself, your users and your attendees, not to

(i) modify, prepare derivative works of, or reverse engineer, our Services;

(ii) knowingly or negligently use our Services in a way that abuses or disrupts our networks, user accounts, or the Services;

(iii) transmit through the Services any harassing, indecent, obscene, or unlawful material;

(iv) market, or resell the Services to any third party;

(v) use the Services in violation of applicable laws, or regulations;

(vi) use the Services to send unauthorized advertising, or spam;

(vii) harvest, collect, or gather user data without their consent;

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(viii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or

(ix) use the Services to commit fraud or impersonate any person or entity, including payment information.

(x) solicit others to perform or participate in any unlawful acts or engage in acts that are unrelated to the purpose of the Website or Services.

(xi) collude with any other person or engage in any type of false valuation, estimation, or appraisal.

(xii) otherwise violate or abuse these the Website, Services, or Terms.

c. CHANGES TO SERVICE

We reserve the right to enhance, upgrade, improve, or modify features of our Services as we deem appropriate and in our discretion. We will not materially reduce the core functionality or discontinue any Services unless we provide you with prior written notice. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost.

d. PROPRIETARY RIGHTS AND LIVESTREAM MARKS.

You acknowledge that we or our licensors retain all proprietary rights, titles and interests in the Services, our name, logo or other marks (together, the “**Livestream Marks**”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You shall not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the Livestream Marks or is similar to any of these.

e. FEES AND PAYMENTS

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You shall pay all applicable, undisputed fees for the Services on the terms set forth in these Terms or your invoice. All payments you make to us for access to the Services are final and non-refundable, unless otherwise covered under our Cancellation, Refunds and Returns Policy. You are responsible for all fees and charges you incur to your other service providers (e.g. your broadband and internet provider) in connection with your use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. By providing payment information, you are agreeing that we may charge your payment card or bill you for all amounts due for your use of the Services, and we may take steps to update your payment card information (where permitted) to ensure that payment can be processed. You further agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may, where permitted by applicable law, suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We reserve the right to update the price for Services at any time after your Initial Term, and price changes will be effective as of your next billing cycle. In accordance with applicable law, we will notify you in a timely manner of any price changes by publishing on our website, emailing, quoting, or invoicing you.

f. SALES, PROMOTIONAL OFFERS, COUPONS AND PRICING

Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of your subscription, any such discounted pricing offers may expire. We reserve the right to

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discontinue or modify any coupons, credits, sales, and special promotional offers at our sole discretion.

g. DISPUTES; DELINQUENT ACCOUNTS.

You must notify us of any fee dispute within 15 days of the invoice date, and once resolved, you agree to pay those fees within 15 days. We may, on notice to you, suspend or terminate your Services if you do not pay undisputed fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting undisputed delinquent amounts.

h. TAXES AND WITHHOLDING

You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs or any other similar fees as may be applicable in the location in which the Services are being provided and similar taxes or fees (collectively, "Taxes and Fees") imposed by any government entity or collecting agency based on the Services, except those Taxes and Fees based on our net income, or Taxes and Fees for which you have provided an exemption certificate. In all cases, you will pay the amounts due under these Terms to us in full without any right of set-off or deduction.

i. PROHIBITED USES

You shall not use the Website for any illegal, unlawful, unauthorized or prohibited purposes ("**Prohibited Uses**") nor may you, in the use of the Website, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws). You will comply with all

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applicable laws, rules and regulations in your use of the Website. In the event you use Website for any Prohibited Uses, we reserve the right to immediately and without notice, suspend or delete your account and ban you from accessing Website in the future. We further reserve the right to refuse service and/or terminate accounts without prior notice if these Terms are violated or if we decide, in our sole discretion, that it would be in Livestream's best interests to do so. You are solely responsible for all contents that you upload, post, email or otherwise transmit via Website. The information provided to us shall be maintained by us in accordance with our Privacy Policy.

5. YOUR CONTENT AND ACCOUNTS

a. YOUR CONTENT

You retain all rights to your Content (defined below) and we do not own or license your Content. We may use, modify, reproduce, and distribute your Content in order to provide and operate the Services. You warrant that (i) you have the right to upload or otherwise share Content with us, and (ii) your uploading or processing of your Content in the context of our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational, and administrative security measures to keep Content protected in accordance with industry standards. We will not view, access or process any of your Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request. **"Content"** means any files, documents, recordings, chat logs, transcripts, and similar data that we maintain on your or your users'

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behalf, as well as any other information you or your users may upload to your Service account in connection with the Services.

b. YOUR PRIVACY AND SECURITY.

We maintain a global privacy and security program designed to protect your Content and any associated personal data we may collect and/or process on your behalf. More details about our privacy and security can be found in our Privacy Policy.

c. YOUR ACCOUNTS

You are solely responsible for (i) all use of the Services by you and your users, (ii) maintaining lawful basis for the collection, use, processing and transfer of Content, and (iii) providing notices or obtaining consent as legally required in connection with the Services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses or accesses your password or account. We may suspend the Services or terminate these Terms if you, your users, or attendees are using the Services in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part. You agree to notify us immediately and terminate any unauthorized access to the Services or other security breaches.

6. INTELLECTUAL PROPERTY RIGHTS

- a.** All of the text, graphics, user interfaces, photographs, commercial brands, logos, sounds, music, illustrations, design, software, algorithms, and code (collectively designated by the term "Intellectual Content"), including those derived from your Content,

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and in particular the design, structure, selection, coordination, expression, appearance and user- friendliness, the presentation and layout of the Intellectual content, appearing on the Website and on and through the Services is held, controlled or transferred under licence by or to Livestream, and is protected by all the applicable legislation related to intellectual property and unfair competition.

- b.** Unless there is an express indication to the contrary in these General Conditions, no section of the Livestream Service, the Website or any intellectual Content may be copied, reproduced, modified, republished, uploaded, published, exhibited in public, encoded, translated, transmitted or broadcast in any manner whatsoever (including by "mirroring") on another computer, server, website or publishing or broadcast medium, or for any commercial enterprise whatever, without prior written agreement from Livestream.
- c.** You can use the information about Livestream products and services intentionally made available by Livestream for downloading, on the condition that (1) you do not delete the copyright notices on the copies of these documents, (2) you use this information for your internal or personal use, and not for benchmarking or competitive analysis, and you do not copy and do not publish the information on a network computer and do not broadcast it in any medium whatsoever, (3) you do not make changes to this information and (4) you do not offer any commitment or guarantee about the content of these documents.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a.** The Website is presented "as is" and "as available" basis without any warranty or condition, express, implied or statutory. Neither we nor our directors, employees, agents, licensors or suppliers make any

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representations or warranties of any kind whatsoever, express or implied, in connection with these terms and conditions or this Website or any of the content, including but not limited to warranties of merchantability, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.

- b.** You agree that in no event will Livestream or its directors, employees, agents, licensors or suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to:

 - i. these Terms;
 - ii. the Website; or
 - iii. your use or inability to use the Website or any Services.

- c.** In no event will Livestream or any of its contractors, employees, agents, third party partners, licensors or suppliers' total liability to you for all damages, liabilities, losses, and causes of action arising out of or relating to:

 - i. these Terms;
 - ii. the Website;
 - iii. your use or inability to use the Website or any Services; or
 - iv. any other interactions with Livestream,

howsoever caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount paid by you, if

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any, for using the portion of the Services or Website.

- d. In no event will Livestream or any of its directors, contractors, employees, agents, third-party partners, licensors or suppliers be liable to you for any losses, damage, liabilities, and causes of action arising out of any act, omission or negligence to which you contributed.
- e. Livestream does not warrant that the access or usage of the Website or Services will be uninterrupted, timely, secure, or error-free.
- f. Livestream does not warrant that the results that may be obtained from the use of the Website or Services will be accurate or reliable.
- g. You agree that no claims or action arising out of, or related to, the use of the Website, Services or these Terms may be brought by you more than one year after the cause of action relating to such claim or action arose. If you have a dispute with us or are dissatisfied with the Website, termination of your use of the Website is your sole remedy. We have no other obligation, liability, or responsibility to you.
- h. USE OF THE WEBSITE AND SERVICES IS AT YOUR OWN RISK.

8. INDEMNIFICATION

In addition to any other indemnifications stated in these Terms, you agree to indemnify, defend, and hold harmless Livestream and our affiliates, vendors, licensors and their respective owners, directors, officers, employees, agents, subsidiaries, representatives, successors and assigns from and against all claims, demands, liabilities, suits, actions, judgments, awards, damages, losses, costs and expenses, including attorneys' fees, arising out of, related to, or resulting from

- a. any action taken using your or your authorized user's account, user

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identification, passwords or other access credentials,

- b. your or your authorized users' use, non-use, or misuse of the Website or Services;
- c. your or your authorized users' noncompliance with or breach of these Terms;
- d. your or your authorized users' use of third-party services, including products, links, advertisements, or tools; and
- e. your or your authorized users' violations of any third-party rights, including any third-party privacy or intellectual property rights;
- f. your failure to pay any applicable taxes or other violations of laws or regulations applicable to your location at time of access, use, misuse, or nonuse.

9. PRIVACY

By using the Website, you agree to our Privacy Policy _____ (provide link of the privacy policy) the terms of which are incorporated into, and form a crucial part of, these Terms. Our Privacy Policy sets out the terms on which we process any personal or financial data we collect from you, or that you provide to us. Our Privacy Policy shall also apply to your use of Website and by using Website, you consent to such processing and you warrant that all data provided by you is accurate.

10. COMPLIANCE WITH LAWS

In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules

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and regulations including, but not limited to export, privacy, and data protection laws and regulations. This agreement shall be governed by, and construed in accordance with, the laws of Singapore and the Parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.

11. ARBITRATION

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 in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this clause.

12. ADDITIONAL TERMS.

- a. **FREE SERVICES AND TRIALS.** Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis ("Trial Period"), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period, or (ii) if no date is specified, 30 days after your initial access to the Services, (iii) or upon your conversion to a subscription. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.
- b. **Security Emergencies.** If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking

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attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

- c. **High-Risk Use.** You understand that the Services are not designed or intended for use during high-risk activities which include, but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, and/or life support systems.
- d. **Recording.** Certain Services may provide functionality that allows you to record audio and data shared during sessions. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality. We disclaim all liability for your recording of audio or shared data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio or data.
- e. **Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- f. **General Terms.**
 - If any term of this Agreement is not enforceable, this will not

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affect any other terms.

- Both parties are independent contractors and nothing in these Terms creates a partnership, agency and fiduciary or employment relationship between the parties.
- No person or entity not a party to the Agreement will be a third-party beneficiary.
- Our authorized distributors do not have the right to modify these Terms or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative.
- No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.
- These Terms of Service, together with our Privacy Policy and Cancellations, Returns and Refunds Policy, which are incorporated by reference herein, constitute the entire agreement between you and Livestream with respect to the Website and Services, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the same.
- Use of certain links or integrated features on the Website may direct you to third party feeds, software, websites or mobile applications (collectively, "**Third-Party Platforms**"). Such Third-Party Platforms are not under the control of

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Livestream, and we are not responsible for the content of any such Third-Party Platforms or any link contained in such Third Party-Platform. Links to Third-Party Platforms included on or through the Site are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by us of any such Third-Party Platform or the products or services or information offered therein. If you decide to access any Third-Party Platform information, you do so entirely at your own risk. In no event shall we be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third-Party Platform. We strongly advise you to read the Terms of Service and Privacy Policies of any Third-Party Platform or any other website or services that you visit.

- Any waiver made by us regarding these Terms shall be effective only if agreed or declared in writing. If we fail at any time to enforce any right, power or remedy reserved to us under these Terms, such failure shall not be treated as a waiver of our right to exercise the same or any other right, power or remedy at any time. The rights and remedies herein provided are cumulative and not exclusive of any other rights and remedies provided by law.

13. CANCELLATIONS, REFUNDS AND RETURNS

Please refer to our Cancellation, Refunds and Returns Policy for details with respect to cancellations, refunds and returns of our products.

14. CONTACT US

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If you have any questions about these Terms of Service, please contact us at contact at support@attix.com

Mailing Address: 68 Circular Road #02-01 Singapore (049422).