

Terms of Service

1.0 Our Agreement with You

1.1 As a customer ('you', 'your') of AECO Energy Pte Ltd. (UEN 202041483K) ('AECO', 'we', 'our', 'us') these terms and conditions form the basis of our agreement ('Agreement') to provide Services to you. If you are not willing to agree to the terms of service in this Agreement, you cannot use our Services.

1.2 Our Agreement with you also includes any schedule to this Agreement and any application or other online form or screen which you accept, or you complete and provide to us based on our prescribed form from time to time ('Application Form(s)'), whether in printed form and whether transmitted to us by facsimile or scanned email copy or otherwise.

1.3 Capitalised terms and expressions as defined in the various provisions of or otherwise at the end of this Agreement shall have the meanings so given to them when used anywhere in this Agreement. The interpretation of the provisions of this Agreement are subject to the principles stated in Clause 23 below.

2.0 Services

During the effective duration and subject to your compliance with the terms of this Agreement, we will supply you with the applicable Services as subscribed and paid for by you.

2.1 MarketPro

The following apply to the MarketPro Service that we currently offer:

- a) Subject to availability, based on historical market price information and/or other indications given by Electricity Retailers and taking into account your circumstances, we provide you with estimated and non-binding indicative price information for your future electricity contracts ('Estimated Prices').
- b) Availability of Estimated Prices is subject to other customers seeking Offers from which Estimated Prices may be derived. If this data is unavailable, we will be unable to provide Estimated Prices to you.
- c) In order to provide Estimated Prices to you, we may at our discretion initiate a Market Process on your behalf. Any resulting Offers from this Market Process may, at our discretion:
 - be used to derive Estimated Prices for you and our other customers; or
 - not be presented to you for consideration at all.
- d) The presentation of Estimated Prices to you as part of the MarketPro Service does not guarantee that you will be able to realise those Estimated Prices, whether pursuant to any subsequent Market Process or resulting invitation to treat, Offer or otherwise.
- e) During any Market Process, we may approach at our discretion, Electricity Retailers to seek Offers. We are unable to guarantee that any Electricity Retailer will provide you Offers for Electricity Contracts or that we will approach all or any specific Electricity Retailer seeking Offers as part of a Market Process. We have discretion on the selection of which Offers to present to you via the MarketPro Platform as a result of any Market Process.
- f) You have the sole discretion whether to accept any Offer presented to you via the MarketPro Platform and/or its applicable terms. We will not be a party to any Electricity Contract concluded between you and the applicable Electricity Retailer whether pursuant to such Offer, in connection with the MarketPro Service and/or via the MarketPro Platform and/or otherwise. We make no representation and/or warranty to you in connection with any such Offer presented and/or its applicable terms.
- g) In the Application Form, you have the option of appointing us as your agent on the terms of the EasyDoc Agency. By doing so, you thereby appoint us to execute on your behalf your selected Electricity Contract with your selected Electricity Retailer subject to Clause 16 and according to your instructions contained on that Application Form, to the exclusion of all other instructions unless and until agreed by us in writing.

2.2 Portfolio

Under the Portfolio Service we offer, we manage and enter into Electricity Contracts on your behalf as your Agent and you provide us instructions in the form of a Portfolio Mandate on how you require us to manage Electricity Contracts on your behalf under this service. The following apply to the Portfolio Service that we currently offer:

- a) You appoint us as your Agent under the EasyDoc Agency terms to select, enter into on your behalf Electricity Contracts for your nominated Locations subject to Clause 16 and in accordance with your Portfolio Mandate.

- b) We may select and enter into multiple non-concurrent Electricity Retailer Contracts on your behalf in accordance with your Portfolio Mandate.
- c) Within the bounds of your Portfolio Mandate, we retain absolute discretion on how, when and with which Electricity Retailer we will enter into Electricity Contracts on your behalf.
- d) The Electricity Contracts we enter into on your behalf as part of the Portfolio Service will be on the standard terms and conditions of the applicable Electricity Retailers.
- e) You must maintain a good credit standing with all such Electricity Retailers to continue to use the Portfolio Service. Failure to maintain a good credit standing with any such Electricity Retailer is a breach of this Agreement.
- f) We reserve the discretion as to determine, on a reasonable basis, if you are maintaining a good credit standing with Electricity Retailers. We may consider such information as late payments, special repayment terms, special credit bond requirements or other commercial circumstances which may inform our credit assessment of you.
- g) If your current Electricity Contact terminates or is stated to expire on a date prior to the start date of your chosen Portfolio Service, we will enter into a Bridging Electricity Contract on your behalf.
- h) With respect to the operation of the terms of the EasyDoc Agency in relation to the operation of the Portfolio Service, your instructions are exclusively contained within the Portfolio Mandate of the Portfolio Service you select.
- i) Each Portfolio Service will specify a preferred start month and a preferred contract length.
- j) You have the sole discretion to choose which Portfolio Mandate is best suited to you. You have the sole liability for your decision of your choice of Portfolio Mandate.

2.3 We periodically introduce new Services. For new or updated Services, there might be additional terms. You will be notified of any new terms and conditions, including any additional Fees payable for those new services prior to your use of them.

3.0 Charges, Subscriptions & Payment

3.1 You are required to pay for Services in the form of a fee for a Subscription for a service plan or once off charges for specific services ('Fees').

3.2 When you sign up for a Subscription, you become a 'Subscriber' and are responsible to pay the applicable Fee for such Subscription.

3.3 Payments for the Fee is to be by cheque, Electronic Funds Transfer (EFT), GIRO, credit card or other payment mechanism as we determine to be acceptable.

3.4 We may need to calculate the Fee that you are liable to pay depending on various information that you will need to provide depending on various factors which may be included in your Pricing Plan. You will provide all reasonable assistance to enable us to calculate the Fee, deliver Services and issue the invoice for the Fee payable by you, including but not limited to provision of existing Electricity Retailer contract information and your annual monthly Electricity Contract expenditure information required to calculate the Fee ('Billing Information').

3.5 If you have previously terminated a Subscription in relation to a Location and wish to reinstate a Subscription for that Location, you may have to pay a reinstatement fee in relation to the period of time that Location was not covered by the Service.

4.0 Trial subscriptions:

4.1 When you first sign up for any Services, you can opt for a free trial, based on the terms specified at the time. If you choose to continue using our Services after the trial, you will become liable to pay the applicable Fee in accordance with Clause 3 above and this Clause 4 for the continued use of our Services. If you choose not to continue using our Services following a trial, you may delete your account.

4.2 Your Subscription is based on a Pricing Plan for Services. Applicable Pricing Plans may change from time to time and your Billing information may also change over time.

4.3 Your use of our Services generally requires you to pay the Fee based on your type of Subscription and your Billing Information. The Pricing Plan consists of the Services selected, Subscription, Fees for the Subscription and, if applicable, other Fees quoted to you, including invoicing, payment, auto-renewal and cancellation terms ('Pricing Plan'). The Pricing Plan includes information set out in the offer Application Form. We may update or amend the Pricing Plan from time to time. The terms of the Pricing Plan on the Application Form part of this Agreement. As with any other changes to our terms, changes to the Pricing Plan do not apply retrospectively and, if we make such changes and you are a Subscriber we will notify you.

4.4 In order to continue accessing our Services, you need to make timely payments based on the Pricing Plan you selected, failing which we may suspend or terminate your access to the applicable Services or your

Subscription. To avoid delayed or missed payments, you are required to ensure that we are given accurate Billing Information.

5.0 Other Users

As Subscriber, you are permitted to extend use of the Services within your Subscription to such other persons as shall have been identified to and registered with us ('Other Users' in the plural and 'Other User' in the singular)

5.1 We grant you and your Other Users the right to use our Services within your Subscription:

- a) for as long as we continue to receive full payment of all applicable Fees for your Subscription; or
- b) until the Subscription is terminated; or
- c) in relation to any Other User, until access to such Other User is revoked by you as Subscriber.

5.2 As a Subscriber, you shall ensure, that each Other User agrees to and complies with the terms of this Agreement and shall indemnify us against all Losses arising from the Other User's use of and activities in relation to such Services. You shall also take responsibility for fully controlling how your Subscription is managed and who can access it. E.g.:

- a) You can transfer a Subscription.
- b) You control access to a Subscription, which Other Users have access to it, and what levels of access and authority those Other Users have. You can also terminate Other Users access to your Subscription.
- c) You are responsible for resolving any disputes with any Other Users over access to your Subscription.
- d) You are responsible for all activities of your Other Users in relation to our Services

6.0 Security

6.1 You promise that you'll keep your user information up to date. You are required to:

- a) provide to us true, accurate and complete information and to verify the accuracy of all information that you use from our Services.
- b) protect your login details, username and password and prevent them from unauthorised access, getting stolen, misused or otherwise compromised and ensure that your selected passwords are very strong and not easily guessable.

6.2 While we assume responsibility for our compliance with applicable personal data protection laws and regulations with respect to your personal data, you are cautioned that no method of electronic storage is completely secure and we cannot guarantee absolute security. We will notify you if we become aware of unauthorised access to your account in which event, we may also restrict access to certain parts of our Services until you verify that access was by an authorised user.

6.3 You are solely responsible for the use of any security features, including any multiple factor authentication that we make available in the provision of our Services and for keeping the alternative identification systems (such as email accounts, or hand phones) secure and save at all times and only accessible by you.

6.4 You are required to immediately notify us in the event you become aware of or have reason to believe or suspect any unauthorised use of your login details, username or password or any breach of security to your account or email address linked to your account, or your hand phone.

6.5 You must not use free-form fields in any of AECO's systems, facilities or Services to store personal data (other than in a field explicitly intended for the provision of personal data - like a first name or last name), credit card details, tax identifiers or bank account details.

7.0 System Availability and Data

7.1 We reserve the right to suspend the availability of the Services for maintenance and other reasons, with or without notice and whether planned or are unplanned. We will attempt to but do not undertake that we will notify you if we are having planned downtime. You also may have occasional access issues and may experience data loss, so backing up your data is important.

7.2 The internet is not completely reliable. Occasionally you might not be able to access our Services and your data. This might happen for any number of reasons, at any time.

7.3 Data loss is an unavoidable risk when using any technology. You are responsible for maintaining copies of your data entered into our Services.

7.4 Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our Services.

7.5 We frequently release new updates, modifications and enhancements to our Services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, on our blog, or within our services when you log in).

8.0 Further Conditions

8.1 We may use any feedback from you from your use of our Services without restriction.

8.2 You agree to use our Services only for lawful business purposes and in line with the instructions and guidance we provide. You represent, warrant and undertake that you are duly authorised, licensed and/or otherwise have all requisite capacity to enter into all transactions, receive all benefits from and perform all obligations in, and/or comply with all applicable laws and Electricity Contracts you enter into (whether or not through us as your agent) and/or otherwise perform all acts in connection with your usage of the Services, including but not limited to all transactions entered into by us on your behalf as your EasyDoc Agent under the terms of the EasyDoc Agency, and that you will indemnify us and keep us harmless from and against all Losses arising from any breach of this Clause 8.2 by you.

8.3 Some of our Services may be subject to limits on the usage of the Service or features of that Service, such as a cap on the number of times you are able to issue an electricity tender or auction per month.

8.4 Occasionally we may offer a Service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these Services, you use them at your own risk.

8.5 You shall not do any of the following:

- a) Undermine the security or integrity of any of our computing systems or networks.
- b) Use our Services in any way that might impair functionality or interfere with us by others.
- c) Access any system without permission.
- d) Introduce or upload anything to our services that includes viruses, malware or other malicious code.
- e) Share anything that may be offensive, violates any law, or infringes the rights of others.
- f) Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our Services.
- g) Resell, lease or provide our Services in any way not expressly permitted through our Services
- h) Repackage, resell, or sublicense any leads or data accessed through our Services.
- i) Commit fraud or other illegal acts through our Services.
- j) Act in a manner that is abusive or disrespectful to any AECO employee, partner, Electricity Retailer, Electricity Retailer employee or other AECO customer. We will not tolerate any abuse or bullying of our AECO employees in any situation and that includes interaction with our support teams.

9.0 GST

9.1 Unless expressly stated otherwise, the Fees payable for the Services under this Agreement are exclusive of goods and services, value-added or other consumption tax ('GST'). In addition to the Fees, you must pay the GST applicable to each supply the subject of those Fees under the relevant invoice.

10.0 Intellectual Property

10.1 You agree and acknowledge that other than content owned by others, we and/or our licensor/s own all materials, data, information, creations, facilities and works residing in our systems or that we use or make available in connection with the performance, provision of delivery of the Services (collectively "Our Content"), including intellectual property and other rights in:

- a) the design, compilation, and look and feel of our Services; and
- b) all copyrighted works, trademarks, designs, inventions, creations, and other intellectual property.

You agree not to copy, distribute, modify or make derivative works of any of Our Content nor use any of Our Content or intellectual property rights in any way not expressly permitted by us.

10.2 You warrant, represent and undertake that:

- a) you will not provide to us any content, data, information and/or material which you are not authorised to do;
- b) you are authorised to grant and hereby grant to us an unrestricted, perpetual irrevocable, transferable, sub-licensable, worldwide and royalty-free license to use and retain any and all content, data, information and/or material that you provide or make available to us for purposes of your access to or use of or our provision or delivery of the Services and/or as may be necessary or useful to monitor and improve the Services and all related software, platform application and/or other products; and
- c) you will indemnify us and keep us harmless from and against all Losses arising from any breach of this Clause 10.2 by you.

11.0 Information

11.1 You consent to us, our suppliers and/or Electricity Retailers exchanging and sharing your information and or details including Electricity Data.

11.2 You will authorise and take all reasonable steps, in a timely manner, to authorise SP Power (or the relevant energy market support services licensee from time to time) and your Electricity Retailers to regularly provide electronically to us relevant information relating to your energy activities

including meter details, bills and invoices, electricity account information, Electricity Data, meter data and energy usage details in any format ('**Energy Information**').

11.3 You consent and grant an unrestricted perpetual irrevocable, transferable, sub-licensable, worldwide and royalty-free licence to us to use and retain your Energy Information for the purpose of your access to or use of or our provision or delivery of Services, distribution to third parties or for any other purpose.

11.4 When you use our Services, we may create anonymised statistical data from your data and usage of our Services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

11.5 We will notify you if we become aware of or have reason to believe or suspect that there has been unauthorised access to personal data in connection with the use of your Subscription, and give you available information on the matter. In such event, you are responsible for assessing the information disclosed and the prevailing circumstances of the suspected or actual unauthorised access, and assessing and if applicable, attending to any need to notify or report the matter to any data subject, contact and/or relevant authority.

12.0 Disclaimer and Limitation of Liability

12.1 You agree and acknowledge that all Services and third party products and/or facilities are provided or made available to you on an "As Is Where Is" basis without any warranty or guarantee from us of uninterrupted, continuous or fault free availability of the Services at any time. We disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

12.2 To the full extent permitted by applicable law including Singapore Law we will not be liable in any circumstances, however arising, to you or any person claiming through you in contract, tort, or otherwise (including negligence) for:

- a) any economic loss or damages, including without limitation, any loss of revenue, income or profits, any loss of actual or potential business opportunities, contracts or anticipated savings of profits and any loss of capital; or
- b) any incidental, punitive, exemplary, special, indirect or consequential loss, damages, costs or expense; or
- c) the acts or omissions of any Electricity Retailer, supplier or any of our servants, officers, agents, contractors or subcontractors; or
- d) our failure to continue to provide the Service to you for any reason whatsoever which is not directly or indirectly attributable to us;
- e) any loss including direct loss, resulting from any fluctuation in energy prices, government regulated price, or any other alternative Electricity Contract price that may result from you being advised and contracted on rate higher than that may be otherwise be available; or
- f) any loss of goodwill, loss of customers, legal, tax or accounting compliance issues, damage to reputation, or loss in connection with any other contract; or
- g) any corruption or loss of data other than our taking reasonable steps to try and recover that data from our available backups.

12.3 Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your Subscription or the Fees we received from you in the 12 months immediately preceding the date on which the claim giving rise to our liability arose.

13.0 Confidentiality

13.1 You will keep confidential and will not use or disclose without our prior written consent, all information supplied by us or relating to us or our business that is marked or is by its nature or ought reasonably to be treated as confidential, and that is made available to you or that you access or come into possession of, whether from us or otherwise, including without limitation, Application Forms, energy offers from Electricity Retailers, Estimated Prices compiled or prepared by us, whether for you or for others and Our Content as defined in Clause 10.1.

13.2 While using our Services, you may share confidential information with us. Subject to Clause 11, we agree to take reasonable steps to protect such confidential information of yours from being accessed by unauthorised individuals.

13.3 Each party's respective obligations of confidentiality under Clause 13.1 and Clause 13.2 shall not apply to the disclosure of information to competent legal or regulatory authorities which is:

- a) mandatory under the applicable law;
- b) as far as possible, disclosed as aforesaid only after the other party to whom the obligation of confidentiality is owed, has been notified without any inexcusable delay and given the opportunity to clarify and advocate for a limitation or restriction of the information to be disclosed; and
- c) limited only to information that is strictly required to be disclosed as aforesaid under the applicable law and if applicable, after the fulfilment

of and taking into account the outcome of sub-paragraph (b) above of this Clause 13.3.

14.0 Termination

14.1 The Agreement may not be terminated other than in accordance with the terms and conditions mentioned herein.

14.2 Subject to Clause 14.4 below, either party may terminate your Subscription with one month's prior written notice of such termination to the other party.

14.3 Your Subscription continues for the period covered by the Subscription Fee which you have paid or are liable to pay. At the end of each billing period for a Subscription period, this Agreement automatically continues for a further period of the same duration as the previous one, provided you continue to pay the Subscription Fee in accordance with the Pricing Plan. You will be liable to pay all relevant Subscription Fees up to and including the day of termination.

14.4 In addition to the right of termination under Clause 14.2 above, AECO may also (but is not obliged to) terminate or suspend your Subscription or access to all or any data or Services immediately if:

- a) you breach any of the terms in this Agreement and where the breach is capable of being remedied, do not remedy the breach within 14 days of receiving notice of the breach or within such shorter or longer period as may be otherwise stipulated in the notice;
- b) you breach any of the terms in this Agreement and the breach cannot be remedied,
- c) you fail to pay any applicable Subscription Fees, or
- d) you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors or become subject to any similar insolvency event in any jurisdiction.

14.5 No refund is due to you if you terminate your Subscription or if AECO terminates it in accordance with the terms in this Agreement, other than as expressly provided in and subject to the terms of Clause 22.1.

14.6 Once a Subscription is terminated by you or us, it is archived, and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a Subscriber, you can reactivate your Subscription and once again access your data by paying the Subscription Fees.

15.0 Assignment

15.1 We may, by written notification to you and without your consent:

- a) assign some or all of our rights under the Agreement provided that the assignee agrees to be bound by all of our associated obligations under the Agreement; and/or
- b) delegate or subcontract the performance of some or all of our obligations provided that we remain liable to you for the performance of such obligations unless and until you otherwise agree in writing.

16.0 EasyDoc Agency

16.1 As a customer of AECO you may appoint us as your agent ('**EasyDoc Agent**') to act on your behalf under the authorities outlined herein ('**EasyDoc Agency**'). Services such as MarketPro Service and Portfolio Service may include your appointing and authorising us as your Agent to execute a contract on your behalf with an Electricity Retailer for electricity supply for a period of time. In the event you appoint us as your Agent under the EasyDoc Agency terms, you authorise us as part of this service to act as your agent under this authority.

16.2 EasyDoc Agency Diligence

As your EasyDoc Agent we will follow your instructions, act in your interest and use reasonable diligence, care and skill in carrying out your instructions.

16.3 EasyDoc Agency Authority

You authorise us as your EasyDoc Agent to:

- a) Sign, authorise or execute Electricity Contracts, on your behalf as instructed by you. You can provide this instruction in an Application Form.
- b) Sign, authorise or execute any related agreement to establish or maintain Services as instructed by you.
- c) Provide notice of contract cancellation or termination to other parties including energy brokers, meter providers according to your terms of contracts on your behalf as instructed by you.

16.4 Separate Contracts

For the avoidance of doubt, any Electricity Contract entered into and/or executed by us on your behalf under the EasyDoc Agency, whether as part of the Portfolio Service, MarketPro Service or otherwise, is a separate and independent contract between you and the relevant Electricity Retailer. We will not be party to any such Electricity Contract. Termination of this Agreement does not terminate any Electricity Contract entered into on your behalf under the terms of the EasyDoc Agency

17.0 Additional Indemnities

You agree to indemnify us and keep us harmless from and against all Losses arising from or in connection with:

- a) any claim or action brought by any third party or arising from the acts or omissions in connection with our acting as your EasyDoc Agent in accordance with this Agreement; and/or
- b) any third-party claim against us relating to your use of our Services or any third-party product.

17.1 You agree and acknowledge that all indemnities you provide to us under this Agreement are reasonable, including within the meaning of the Unfair Contract Terms Act of Singapore.

18.0 Default

18.1 If either party ('**Notifying Party**') believes that the other party to the Agreement has defaulted in its obligations in the Agreement then the Notifying Party may issue a written notice to the other party which identifies the default and provides for a reasonable time to remedy the default ('**Default**').

19.0 Dispute Resolution

19.1 Please contact our support team if you have any complaint or concern with our Services or with your Subscription which we will try to resolve amicably with you.

19.2 If we are unable to resolve the dispute over your complaint or concern or any other dispute arising from this Agreement after attempting to do so informally, you and we agree that such dispute shall be:

- a) submitted for resolution through mediation in the first instance, as administered by and in accordance with the then applicable Mediation Rules of the Singapore International Mediation Centre or the Singapore Mediation Centre, or failing such mediation in resolving the dispute, finally resolved by arbitration conducted in the English language in accordance with the Rules of the Singapore International Arbitration Centre before a single arbitrator with its seat of arbitration in Singapore; and
- b) brought directly between the parties *inter se*, each in its individual capacity and not as a class member in any purported class or representative proceeding.

20.0 Markets, Future Prices of Electricity and Contracts

20.1 We are unable to provide reliable forecasts of future electricity prices. Electricity operates in a commodities market, much like any commodity, such as wheat, oil, or coal. The future price of electricity is uncertain, and we are not able to provide reliable forecasts, guarantees or warranties over any future electricity price.

20.2 Any preceding or subsequent information communicated by any method, is not financial advice. AECO is not a provider of financial advice. Before making any decisions involving financial products or services, we recommend you obtain independent qualified professional advice about the suitability of the products or services to your particular situation.

20.3 The Electricity Contracts we arrange for you or present to you pursuant to any Service, may contain a commission element which Electricity Retailers pay to us, and where such commission element is included, you give your express informed consent to our seeking, procuring and/or receiving all such commission(s).

20.4 The electricity market upon which retailer contracts are based is a dynamic market with Electricity Contract prices constantly moving. We cannot guarantee any Electricity Contract prices will be the lowest cost available when we present to you, or even when you agree to an Electricity Contract brokered by us, or we enter into on your behalf, there may be other offers that are cheaper at some time in the future or the past or even at the time of execution of an Electricity Contract.

21.0 Warnings

21.1 All data, recommendations, and views expressed by AECO are not the views of affiliates, suppliers and Electricity Retailers. Any information or recommendation we provide is of a general nature only and not by way of professional advice. Neither AECO, nor any of its affiliates, directors, officers, employees, agents, contractors, successors or retailers offers any warranty as to the accuracy or reliability of the information provided including: calculations, estimates, conclusions, recommendations contained in the information and, to the maximum extent permitted by law, AECO cannot be held responsible for any loss, damage, or price increases or price decreases in the market unforeseen or not covered with the terms of any contract entered into.

21.2 We do our best to control what we are able to control. We will not be liable to you for any failure or delay in performance of any of our obligations under this Agreement arising out of any reason, event or circumstance beyond our reasonable control.

21.3 You must not use our Services in violation of any export or trade embargo laws that apply to you.

21.4 The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA),

and Contract Rights of Third Parties Act of Singapore do not apply to this Agreement, all the provisions of which are excluded from this Agreement.

21.5 We may block your access, terminate your Subscription, or refuse to process a payment if we reasonably believe there to be a risk, including but not limited to a potential breach of any law or regulation associated with you, your company, your Subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You represent, warrant and undertake that you are not located in a sanctioned country and are not on a sanctioned persons list. We may take any of these actions without notice.

21.6 Nothing in this Agreement is to be construed as constituting a partnership, joint venture, employment or agency relationship:

- a) between you (or any of your Other Users) and us other than on the terms of the limited EasyDoc Agency between you and us, if this is applicable; or
- b) between you and any other Subscriber or invited user. You're solely responsible for resolving disputes between you and any other Subscriber or Other User.

22.0 Changes to these terms:

22.1 We may from time to time change the terms of use in this Agreement with no less than 30 days' prior notice. You can keep track of changes to our terms by referring to the version and the date last updated. If you find a change or modified term unacceptable, you may terminate your Subscription by giving the standard advance notice pursuant to Clause 14.2, in which event, we will refund to you a pro-rated amount of any Fees that you have paid to us in advance and representing the unrealised period of your Subscription following the conclusion of the period of notice given by you pursuant to Clause 14.2.

23.0 Entire Agreement and Interpretation

23.1 The Agreement contains your and our entire understanding, to the exclusion of any and all prior or collateral agreement or understanding, relating to the Services provided whether oral or written. You acknowledge that you have not entered into the Agreement in reliance upon any statement made by us, other than as expressly contained in the Agreement.

23.2 If any part of the Agreement is found to be invalid or of no force or effect the Agreement shall be construed as though such part had not been inserted and the remainder of the Agreement shall retain its full force and effect.

23.3 To the extent that any Service specific term or condition that we specify conflicts with any other term or condition in the Agreement, the term or condition specific to the Service will apply and prevail.

23.4 In the Agreement, unless the context otherwise requires or permits:

- a) Where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- b) References to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- c) References to months and years means calendar months and years;
- d) The use of headings are only for convenience and do not affect interpretation and any headings, underlining or marginal notes are only included for ease of reference;
- e) The terms "included", "including" and similar expressions when introducing a list of items do not exclude a reference to other items of the same class or genus and the term 'otherwise' shall not be construed as limited by words with which it is associated;
- f) References to a numbered "**Clause**" means such clause as so numbered in this Agreement; and
- g) Where anything is stated to be within our discretion, it is to be construed as meaning our sole and unfettered discretion.

24.0 Notices

Any notice, demand, consent or other communication required to be given by either party must be delivered personally or sent by registered mail, email or by facsimile to the address of the other as last notified.

25.0 Governing Law

The Agreement shall be governed & construed in accordance with the law of Singapore.

Definitions:

'**Application Form(s)**': as defined in Clause 1.2.

'**Billing Information**': as defined in Clause 3.4.

'**Bridging Electricity Contract**': means Electricity Contract, the term of which spans between an existing and current Electricity Contract end date and your selected Portfolio Mandate start date and '**Bridging Electricity Contracts**' shall be accordingly construed in the plural.

'**EasyDoc Agency**': as defined in Clause 16.1.

'EasyDoc Agent': as defined in Clause 16.1.

'Electricity Contract': means an agreement between you and an Electricity Retailer for the supply of electricity to your nominated Locations and **'Electricity Contracts'** shall be accordingly construed in the plural.

'Electricity Data': means any data or information located within or related to, Electricity Contract, Electricity Retailer invoices, electricity usage, information in relation to the customers consumption or proposed consumption of electricity.

'Electricity Retailer': means an electricity retailer licensed by the Energy Market Authority in Singapore (or equivalent regulatory from time to time) to supply retail electricity and **'Electricity Retailers'** shall be accordingly construed in the plural.

'Energy Information': as defined in Clause 11.2.

'Estimated Prices': as defined in Clause 2.1(a).

'Fees': as defined in Clause 3.1.

'GST': as defined in Clause 9.0.

'Location': means a metered electricity supply point charged as part of your Electricity Contract.

'Losses': includes all liabilities, damages, losses, penalties, costs (including but not limited to legal costs) whether arising from or in connection with actions and/or proceedings of any nature whatsoever or otherwise, and whether statutory, contractual, tortious or otherwise or incurred jointly or severally with any other person.

'Market Process': means a process whereby AECO approaches Electricity Retailers on your behalf to seek Offers from them for purposes of their entering into Electricity Contracts with you.

'MarketPro Service': means the Service provided by us through and/or in connection with the MarketPro Platform.

'MarketPro Platform': means the technology platform accessible through the website at <https://aecoenergy.sg> and associated mobile device application.

'Notifying Party': as defined in Clause 18.0.

'Offer': means a quotation or an invitation to treat from an Electricity Retailer to supply Electricity Contract which may be obtained via a reverse auction process or tender process or via a request for quotation or some other process, and **'Offers'** shall be accordingly construed in the plural.

'Other User': as defined in Clause 5.0 and **'Other Users'** shall be accordingly construed in the plural.

'Our Content': as defined in Clause 10.1. **'Portfolio Mandate'**: means your instructions to us as your agent under the EasyDOC Agency terms to select and enter into Electricity Contracts on your behalf. This includes but is not limited to start date time of year, and contract length.

'Portfolio Service': means the service provided by us on selecting and entering into Electricity Contracts as agent on behalf of customers who appoint us as such.

'Pricing Plan': as defined in Clause 4.3.

'Services': means the services that we offer from time to time, including the MarketPro Service, Portfolio Service and/or such other service(s) as may be introduced, amended or rebranded, and which you contract for us to provide to you pursuant to a valid Subscription for any one or more of such services as paid for or payable by you and **'Service'** shall mean any one of them as the case may be.

'SP Power' means Singapore Power Limited, a company incorporated in Singapore with UEN 199406577N and all its subsidiaries including but not limited to SP Services Ltd, a company incorporated in the Republic of Singapore with UEN 199504470N.

'Subscriber': as defined in Clause 3.2.

'Subscription': means the arrangement for our provision of a Service to you in accordance with the terms of this Agreement.

Effective 19 May 2021