

Terms of Use

Date of Last Revision: January 17, 2022.

Welcome to DeeDa Platform ("DeeDa Platform", "Platform") at <https://www.deeda.care> ("Official Website"), which is designated and operated by Waterdrop International Pte. Ltd. (including its subsidiaries, affiliates, agents, and service providers, collectively, "we," "us," or "our"). DeeDa Platform provides users and visitors ("you" and "your") with donation and fundraising services, including but not limited to displaying information about Campaigns (as defined below), making or accepting monetary donations and other related services ("Services").

By using our Services, you warrant that you possess the legal authority to agree to these Terms of Use ("Terms") in accordance with laws in the country where you reside. We reserve the right, at our sole discretion, to change or modify portions of these Terms from time to time. When we do so, we will post the revised Terms on this page and will indicate the date of such revision. Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms.

To the extent allowed by the applicable laws, the English version of these Terms is binding, and other translations are for convenience only.

You expressly acknowledge that you have read and understood all of terms, especially the terms referring to liability exemption and limitation, privacy protection and dispute resolution. If you do not wish to accept the latest Terms, you may discontinue your use of the Services.

By making a payment you acknowledge and agree that you are at least eighteen years of age, legally competent, and that you are entering into a legally binding contract with us governing your use of the DeeDa Platform. If you are an individual accepting these Terms on behalf of an agency or entity, you warrant that you have the legal right to accept these Terms on behalf of such agency or entity and that the agency or entity will also be bound by these Terms.

In addition, you will be subject to additional applicable policies including without limitation, the [Privacy Policy](#). All such terms are hereby incorporated by reference into these Terms (provided, however, these Terms will take precedence in the event of conflict). We shall resolve any such conflicts at our sole discretion, and all of our determinations are final.

1. Definition

In this Policy, unless the context otherwise requires, the following definitions shall apply:

"Beneficiary" means an individual or organization who is the actual object of donation. The beneficiary might be a Donee or not.

"Campaign" means a fundraising project displayed on the platform, which is uploaded by us or initiated by registered users.

“Campaign Organizer” or **“Organizer”** means an individual or organisation that creates a Campaign.

“Charity” means a charity or non-profit organization that is established under the applicable laws of the country of incorporation.

“Donee” means a Charity or a Campaign Organizer displayed on the DeeDa Platform.

“Donor” means an individual or organisation that makes a donation to Donee using the DeeDa Platform.

“DeeDa Platform” means all the websites owned and/or operated by us, including but not limited to <https://www.deeda.care> and any other website which we may designate from time to time.

“Function” means the functions offered on the DeeDa Platform which includes the function of making donations to Donees.

“personal information” or **“personal data”** means all kinds of information, recorded by electronic or other means, related to identified or identifiable natural persons, not including information after anonymization handling.

“Website” refers to <https://www.deeda.care> in this Policy.

2. About Our Services

2.1 Registration

You may be required to register with DeeDa Platform in order to access and use certain functions of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services’ registration form. You agree to keep registration information current and up to date. Registration data and certain other information about you are governed by the Terms, including our [Privacy Policy](#).

If you are under 13 years of age (16 in Europe), you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Services, with or without registering, only with the approval of your parent or guardian.

Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors), with whom DeeDa has entered into contracts, in order to be able to benefit from their services.

If DeeDa or one of our Payment Processors (as defined below) at any time discovers that the information you provided about you or the purpose of your Campaign is incorrect or violates any of these Terms of Service or their terms of service, your access to the Services may be suspended and/or terminated with immediate effect and fines may be applied by relevant authorities, which will in all such cases be payable by you. You acknowledge and agree that the use of Payment Processors is integral to the Services and that we exchange information with such third parties in order to facilitate the provision of Services as set out in our [Privacy](#)

2.2 Donee

A. Become a Donee

To become a donee, Campaign Organizers shall first complete the registration on DeeDa while Charities must complete and submit the Donee Application Form to us by sending email to support@deeda.care.

We are not obliged to approve any application to become a Donee. We may reject any application at our absolute discretion. We are also not obligated to disclose our reasons for refusing any Campaign application.

B. Donee's Representation and Warranties

You, as a donee, represent, warrant, and covenant that:

- (a) you will comply with the Terms;
- (b) all information you provide in connection with a Campaign, Beneficiary is accurate, complete, and not likely to deceive reasonable users;
- (c) you will promptly update any changes to your details (or any changes to your authorised representatives);
- (d) all donations contributed to your Campaign, will be used solely as described in the materials that you post or otherwise provide;
- (e) you will not infringe the rights of others;
- (f) you will comply with all relevant and applicable law and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting, political contributions, and asset disclosures for your Campaign and/or Charity.
- (g) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us;
- (h) you will not provide or offer to provide goods or services in exchange for donations. You authorize DeeDa, and DeeDa reserves the right, to provide information relating to your Campaign to Donors, Beneficiaries of your Campaign or law enforcement, and to assist in any investigation thereof;
- (i) you will grant us a non-exclusive, irrevocable and royalty-free licence to use your username and image, and any content which you have uploaded onto the DeeDa Platform, worldwide, for the purposes of our and/or the Donees' publicity. For the avoidance of doubt, we will be entitled to continue to do so notwithstanding the closure, suspension or revocation of your membership as a Donee;
- (j) you authorize us, and we reserve the right, to provide information relating to your Campaign to Donors, Beneficiaries of your Campaign, or law enforcement, and to assist in any investigation thereof. If you do not provide such information, we may suspend your

membership as a Donee until such information is provided or revoke your membership as a Donee;

- (k) If you are an individual that acts (or purportedly acts) for an organization (such as a company or a charity), by submitting the Donee Application Form, nevertheless the foregoing, you have further warranted that:
- a) You are a person duly authorised to act on behalf of that organization to register the Charity as a Donee;
 - b) You have provided us with information about that organization which is true, accurate and up-to-date;
 - c) You are duly authorised by that Charity to enter into the Terms on behalf of the Charity;
 - d) you will not infringe the rights of others;
 - e) you are raising funds for a Charity, with a cause or activity that is legal under all applicable federal, state, provincial, territorial and local laws and regulations;
 - f) your Charity has and will maintain tax-exempt status under applicable law (for example, the Internal Revenue Code in the United States or the Income Tax Act in Canada); and if your Charity is in the United States, your Charity is registered with GuideStar or the IRS tax exempt organization database, or, in Canada, is listed in the Canada Revenue Agency's database of registered charities; and
 - g) You will indemnify us in the event of any claims, losses or damages suffered by the Organization as a result of your breach of this paragraph.

2.3 Donor

A. Become a Donor

You may wish to apply on the DeeDa Platform to become a registered Donor. Becoming a registered Donor will enable you to track any donations that you have made and will enable us to send you marketing and/or promotional materials on any fund-raising activities carried out by Donees.

To become a registered Donor, you must complete our online registration and indicate your agreement to the Donor Terms by checking the box on the application page.

We are not obliged to approve any application to become a registered Donor. We may reject any registered Donor application at our absolute discretion. We are also not obligated to disclose our reasons for refusing any registered Donor application. If we accept the application, you will get a confirmation e-mail.

B. Making a Donation

You are able to make a donation to any Campaign or Charity posted on our DeeDa Platform.

All Donations are at your own risk. When you make a Donation through the DeeDa Platform, it is your responsibility to understand how your money will be used. You must make the final determination as to the value and appropriateness of contributing to any Campaign or Charity. We do not and cannot verify the information that Users or Campaigns supply, nor do we

represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Campaign or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds raised very seriously.

If you reasonably believe that a Campaign or Charity is not raising or using the funds for their stated purpose, please report to us through “[Contact Us](#)” and alert our team of this potential issue and we will investigate.

When You decide to make a donation to a Charity, you are not permitted to impose restrictions on the use of Donations. To the extent that a Donation is made in response to an appeal for a particular program of a Charity, or to the extent that a Donor purports to direct the use of Donations by a Charity, any such directions shall constitute non-binding recommendations only and the Charity shall have full discretion to determine how all Donations will be used.

You agree that a certain minimum Donation amount may apply, and that all Donations are final and will not be refunded unless we, in our sole discretion, agree to issue a refund.

2.4 Public Posting and Other Services

You can post comments, leave feedback and share the Campaign on social media (such as Facebook) through our Platform. Any content, including such comments, feedback, and notes that you choose to post through our Platform is available to the public by default. When you use the services above, you should meet the requirements of corresponding laws and regulations, public order and good customs.

In addition, you are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) sign out from your account at the end of each session when accessing the Services. We will not be liable for any loss or damage arising from your failure to comply with this Section.

2.5 Payment Service and Payment Processor

DeeDa is not a payment processor and does not hold any funds. Instead, DeeDa uses third-party payment processing partners (“Payment Processors”) to provide all payment services in connection with your use of the DeeDa Platform, including but not limited to Donations for Donees. You acknowledge and agree that the use of Payment Processors is integral to the Services and that we exchange information with Payment Processors when you pay or receive the donation in order to facilitate the provision of Services. **We do not assume any direct or indirect liability or responsibility arising from any payment services provided by Payment Processors.**

2.6 Service Fees

You understand and accept that we will levy a certain administrative tax (the specific amount of which will be notified to you in a conspicuous manner and subject to the applicable laws

and market practices, may be adjusted from time to time) on all donations made by any Donor to any Donee. This administrative tax will help us defray any payment processing fees charged by Payment Processors.

If You are a Donor, you can set a tip for us when you make a donation which will be used for the purpose of supporting the operation of the Platform.

Our Payment Processors may charge a 5% fee to process the payments by deducting the service fees from the Donation made on the Platform. We may charge 5% service fee for providing the Services at present, by deducting the service fees from the Donation made on the Platform. We, and Payment Processors, reserve the right to change services fees structure for supporting the operation of the Platform in the future. Please pay close attention to our service fee policies and rules which may be updated from time to time with or without notification to you, and by using our Services, you irrevocably agree to our service fee policies and rules.

You understand and accept exchange rate gains or losses resulting from fluctuations in the amount of funds raised due to changes in the exchange rate market during the settlement of funds.

2.7 The Services are Platforms

We are **not** a Broker, Financial Institution, Creditor or Charity. All information and content provided by us relating to the Services are for informational purposes only, and we do not guarantee the accuracy, completeness, timeliness or reliability of any such information or content. No content is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Campaigns, Charities, Donations, Donors, or any information or content relating to the Services, you should consult your financial, legal, tax or other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Services is at your own risk.

We have no control over the conduct of, or any information provided by, other users and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Donee will obtain a certain amount of Donations or any Donations at all. We do not endorse any user, or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Campaign.

2.8 No Solicitation

The DeeDa Platform is offered to help Organizers raise money. DeeDa merely provides the technology to allow Donees to connect with Donors. The existence of the Services is not a solicitation of donations by DeeDa, and DeeDa does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization. By using the Services, you understand and agree that DeeDa shall not be responsible for the use of your Donations or the amount of funds raised for the User or Campaign.

2.9 Promotions on the DeeDa Platform

You are not permitted to offer any contest, competition, reward, give-away, raffle, sweepstakes or similar activity on or through the Services. DeeDa is not responsible for any offers, promises, rewards or promotions made or offered by Users or Campaigns; such conduct violates these Terms.

2.10 Data Retention

You acknowledge that DeeDa has no obligation to you to retain data relating to any account or Campaign. You acknowledge that DeeDa reserves the right to delete data or to terminate accounts or Campaigns at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom. The foregoing does not apply to Campaigns or accounts started by Charities on the DeeDa Platform, in which case DeeDa will provide reasonable notice where possible.

2.11 Account Holds

From time to time, DeeDa may, in its sole discretion, place a hold on a Campaign account (a "Hold"), restrict Withdrawals (defined herein as the transfer of Funds raised to Organizer), initiate a reverse ACH transfer, secure reserves, or take similar actions to protect its interests and those of its Users. Some of the reasons that we may take such actions include, but are not limited to, our belief or determination, in our sole and absolute discretion, that: (i) information provided by an Organizer is false, misleading, or fraudulent, or funds are being used in a prohibited manner, (ii) the funds available should be provided directly to a person other than the Organizer, such as a legal beneficiary or person entitled by law to act on behalf of an Organizer, (iii) a Campaign or Organizer has violated these Terms of Service, (iv) the Organizer is colluding with Donors to engage in fraudulent activity, (v) there may be suspicious or fraudulent Donation activity, or (vi) such action(s) is required to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations.

2.12 User Content Transmitted Through the Services

With respect to content you post publicly on the DeeDa Platform (including descriptions, texts, music, sound, information, data, software, graphics, comments, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Services or share with other Users or recipients) ("User Content"), you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading, sharing, providing, or otherwise making available any User Content, or any portion thereof, in connection with the Services, you hereby grant and will grant DeeDa and its affiliated companies and Users a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store,

modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless DeeDa and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of DeeDa in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or DeeDa's exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services.

We do not guarantee that any content or features in connection with Services ("Services Content") will be made available through the Services. We reserve the right to, but do not have any obligation to (i) remove, edit or modify any Services Content or User Content, in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Services Content or User Content, or if we are concerned that you may have violated these Terms of Service), or for no reason at all, and (ii) remove or block any Services Content or User Content from the Services.

2.13 Third-Party Material

Under no circumstances will DeeDa be liable in any way for any content or materials of any third parties (including Users) or any your activity on and through the Services is public, such as User Content (including, but not limited to, for any errors or omissions in any User Content), or for any loss or damage of any kind incurred as a result of the use of any such User Content. You acknowledge that DeeDa does not pre-screen User Content, but that DeeDa and its designees will have the right (but not the obligation) in their sole discretion to refuse, remove, or allow any User Content that is available via the Services at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

2.14 Third Party Websites/Services

The Services or third parties may provide or facilitate links, tools, widgets or other features that allow you to access other sites, services and resources provided by third parties (collectively, "Third Party Resources"). DeeDa has no control over such Third Party Resources

or any products, services or content made available through or by such Third Party Resources, or the business practices of the third parties providing such Third Party Resources, and DeeDa is not responsible for and does not endorse such Third Party Resources or the products, services or content made available thereby. You acknowledge that DeeDa is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Third Party Resources. You further acknowledge and agree that DeeDa will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such Third Party Resources. Any dealings you have with third parties found while using the Services are between you and the third party and may be subject to additional terms provided by the third party, which you agree to by using such Third Party Resources. And you agree that DeeDa is not liable for any loss or claim that you may have against any such third party.

3. User Responsibility

Subject to your compliance with these Terms, we hereby grant you, a limited, non-transferable, non-exclusive, revocable and non-sublicensable license to utilize our contents for personal use. In any case, the contents and services of DeeDa Platform shall not be sold or transferred. All rights not specifically granted in these Terms are reserved by us.

You must comply with the following requirements when using DeeDa Platform:

- (a) You shall use DeeDa Platform in compliance with, and only as permitted by, applicable laws, including, without limitation, anti-money laundry laws, Foreign Corrupt Practices Act, and anti-terrorism laws.
- (b) You shall comply with these Terms and all related agreements, regulations and procedures, and follow the procedures and practices related to the Internet.
- (c) You shall not infringe the patent rights, copyrights, trademark rights and other intellectual property rights, reputation rights, or any other legal rights of us or our affiliates or any other third parties, or engage in activities that damage our interests or adversely affect us.
- (d) You shall not make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;
- (e) You shall not engage in the following behaviors for any purpose: downloading, copying, displaying, distributing, disseminating, uploading, publishing, and distributing the content of DeeDa Platform; modify, edit or otherwise interpret the content of DeeDa Platform; transfer, resell, or lease the content or services of DeeDa Platform.
- (f) You shall not distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof
- (g) You shall not use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial

advertisement or solicitation or spamming;

- (h) You shall not interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- (i) You shall not incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services at our sole discretion;
- (j) You shall not use automated scripts to collect information from or otherwise interact with the Services;
- (k) You shall not impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- (l) You shall not intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (m) You shall not use or attempt to use another's account, service or system without our authorisation, or create a false identity on the Services;
- (n) You shall not use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;
- (o) You shall not use the Services to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- (p) You shall not send any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;
- (q) If you are not the Beneficiary of the Campaign you organize, you agree to deliver funds to the ultimate beneficiary directly and as soon as possible. You agree to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms;
- (r) Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

We reserve the right to refuse, condition, or suspend any Donations or other transactions that we believe in our sole discretion may violate these Terms or harm the interests of our users, business partners, the public, or us, or that expose you, us, or others to risks unacceptable to us. We may share any information related to your use of the Services with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal or contractual obligations. This information may include information about you, your account, your Donors, your Donations, and transactions made through or in connection with your use

of the Services.

4. Intellectual Property

We protect our and your intellectual property rights in accordance with following rules:

- (a) Unless otherwise agreed, the intellectual property rights of the content (including but not limited to software, technology, program, web page, text, picture, chart, appearance design, newsletters etc.) provided in the Website, software and related services of us shall belong to us. You shall not duplicate, copy, or use any part of the code or appearance design without our prior written permission of us.
- (b) We respect users' intellectual property, unless with users' consent, we will not use, modify, copy, publicly disseminate, alter, distribute, distribute or publicly publish the results of your intellectual property rights.
- (c) If any entity or individual thinks that the content of our Official Website may infringe its legitimate rights and interests, they may deliver a written notice to us, and we will deal with it promptly upon receipt of the notice from the intellectual property rights holder.
- (d) Unless otherwise specified, the intellectual property rights of logos on our Official Website, "DeeDa" and other words, graphics and their combinations, as well as other logos, symbols, the name of our services, technical documents and other intellectual property rights of our website are owned by us and our affiliates.
- (e) You shall respect the intellectual property rights and other legal rights/interests of us and the third party, and covenant to protect us and our employees, shareholders, partners, etc. from being affected or lost in case of any violation of the aforesaid rights and interests.
We reserve the right to terminate services for you and return no fund of any kind to you when you violate our and/or other third party's legal rights / interests.

5. Privacy Policy

At DeeDa Platform, we respect your privacy. For details, please see our [Privacy Policy](#). By using the Website and Services, you consent to our handling of personal data as outlined therein.

6. Indemnity and Release

You agree to release, indemnify on demand and hold us and our affiliates and their officers, employees, directors and party agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind of injury (including death) arising out of or relating to your use of the Services, any Donation or Campaign, any content posted or provided by you, your connection to the Services, your violation of these Terms or your violation of any rights of another. You agree that we have the right to conduct our own defense of any claims at our own discretion, and that you will indemnify us for the costs of its defense (including, but not limited to attorney's fees).

7. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, CONTRACTORS, AGENTS, LICENSORS, OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST DATA OR CONTENT, DOCUMENTATION, OR PROFITS, SERVICE INTERRUPTION, COMPUTER DAMAGE, COST OF SUBSTITUTE SERVICES, INABILITY TO USE THE OFFICIAL WEBSITE OR ANY CONTENT THEREON, PRIVACY LEAKAGE, OR ANY OTHER LIABILITIES OR LOSSES CAUSED BY THE OFFICIAL WEBSITE OR ANY CONTENT THEREON OR BY FAILURES OF THE OFFICIAL WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR CLAIMS ARISING FROM OR RELATED TO THE OFFICIAL WEBSITE OR ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. WE DISCLAIM ALL LIABILITY OF ANY KIND OF OUR LICENSORS AND SUPPLIERS. IN PARTICULAR:

- (a) WE CAN NEITHER GUARANTEE THAT CONTINUOUS, UP TO DATE, AND ACCURACY OF ITS SERVICES, AND NOR ANY DEFECT WILL BE CORRECTED IN TIME. WE CANNOT GUARANTEE ITS SERVICES OR SERVERS WILL NOT BE ATTACKED BY VIRUSES, HACKERS OR OTHER CYBERATTACKS. THE SERVICES AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. WE CANNOT GUARANTEE THE ACCURACY, COMPLETENESS, SATISFACTION, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR WEBSITE CONTENT.
- (b) WE RESERVE THE RIGHT TO MODIFY, INCREASE OR DECREASE, CANCEL, SUSPEND, INTERRUPT OR TERMINATE THE PROVISION OF SERVICES (IN WHOLE OR IN PART) ON THE WEBSITE AT ANY TIME WITHOUT PRIOR NOTICE TO YOU. WE SHALL NOT BEAR ANY LIABILITY TOWARDS YOU WHEN WE EXERCISE THE AFOREMENTIONED RIGHTS.
- (c) IF WE NEED TO SUSPEND OUR SERVICES DUE TO SYSTEM MAINTENANCE OR UPGRADE, WE WILL ENDEAVOR TO MAKE NOTICE IN ADVANCE. IF THE SERVICES NEED TO BE SUSPENDED DUE TO SYSTEM MAINTENANCE OR UPGRADES, SERVER FAILURE, HARDWARE FAILURE, OR OTHER FORCE MAJEURE. WE WILL TRY OUR BEST TO RESCUE AND RESTORE OUR SERVICES. HOWEVER, WE WILL NOT BEAR ANY LIABILITY FOR ANY INCONVENIENCE AND LOSS OF INFORMATION OR DATA CAUSED DURING THE PERIOD OF SERVICE SUSPENSION.

8. Governing Law and Dispute Resolution

The laws of Singapore shall govern the Terms. Any dispute, controversy or claim arising out of or in connection with the Terms, or the breach, termination or invalidity thereof, shall be first settled by both parties through negotiation. In case the negotiation fails, either part may

submit the dispute to Singapore International Arbitration Centre ("SIAC").

YOU WAIVE YOUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. PLEASE REVIEW THE DISPUTES SECTION CAREFULLY; BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

In addition, you agree that you are solely responsible for your interactions with any other User in connection with the Services and we will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Services.

9. General

9.1 Entire Agreement

The Terms constitute the entire agreement between you and us and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between ourselves, whether written or oral, and relating to it.

9.2 Severability

If any clause of the Terms is found to be unlawful, void or for any reason unenforceable, that clause will be deemed severable (only to the extent provided under the law) from the Terms and will not affect the validity and enforceability of any remaining provision(s).

9.3 Termination:

You agree that we in our sole discretion, may suspend or terminate your account (or any part thereof) or your access to the Services and remove and discard any user content or data at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

9.4 These Terms May Change:

We reserve the right, at its discretion, to modify these Terms, provided certain provisions of these Terms prove to be incomplete or outdated and further provided that these amendments are reasonable for you, taking into account your interests. All amendments are hereby incorporated into the Terms by reference and become effective upon the revised Terms posted at the Website or otherwise made available to you. Continued use of our Official Website following the notice will indicate your acknowledgment and agreement to be bound by these revised Terms.

9.5 Reservation of Rights

The failure of DeeDa to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. You may not assign these Terms of Service without the prior written consent of DeeDa, but DeeDa may assign or transfer these Terms of Service, in whole or in part, without restriction. If we fail to enforce any of our rights, that does not result in a waiver of that right.

DeeDa may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger, acquisition, reorganization or sale of equity or assets, or by operation of law or otherwise. Nothing in these Terms shall prevent DeeDa from complying with the law. DeeDa shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war or threats of war, terrorism or threats of terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, governmental regulation or advisory, recognized health threats, as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies, strikes or shortages or curtailment of transportation facilities, fuel, energy, labor or materials.

9.6 The Title of These Terms

The title of these Terms is for reference only and shall not be used to interpret any provision of these Terms and shall have no legal or contractual effect.

10. Contact Us

If you have any questions about this Policy or the information practices of the Services, please feel free to contact us at the following email address: support@deeda.care, or postal address: 150 Beach Road, #28-05/06 Gateway West, Singapore 189720, SINGAPORE.