

Terms and Conditions for Hosts

Last Updated: 07 February 2020

Cavago Pte. Ltd. ("**Cavago, we or us**") maintains the Cavago website ("**Website**"), smart device application and all associated online services (collectively, the "**Cavago Platform**").

The following are the terms and conditions that govern the access to and use of the Cavago Platform for registered users ("**Members or you**") who publish equine services ("**Services**") (generally, "**Hosts**" or "**Service Providers**" and such publications referred to as "**Listings**") ("**Host Terms**"). By consenting to these Host Terms, you also expressly agree to the prevailing Cavago policies (including our Privacy and Cookies Policy) as amended or implemented from time to time ("**Policies**"). The prevailing Policies can be found on the Cavago Platform.

In addition, you acknowledge that you alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your Listings and the Services you offer on the Cavago Platform (e.g. registration requirements, licenses and insurances).

Any and all payment processing services through or in connection with your use of the Cavago Platform shall be governed by the Payment, Refund and Cancellation Policy.

Cavago reserves the right to modify these Host Terms at any time. If we make changes to these Host Terms, we will post the revised Host Terms on the Cavago Platform and update the "Last Updated" date at the top of these Host Terms.

1. The Cavago Platform

1.1 Service Providers alone are responsible for their Listings and Services. When you accept a booking, you are entering into a contract directly with the relevant Member ("**Guests**" or "**Users**"). Cavago is not and does not become a party to or other participant in any contractual relationship between Members, nor is Cavago a real estate broker or insurer. Cavago is not acting as an agent in any capacity for any Member. Any damage to facilities and/or disputes with Users shall be settled directly by you with the Users.

1.2 Cavago has no control over, and does not verify, guarantee or make any representation or warranty in relation to the performance or conduct of any Member or third party. Cavago does not endorse any Member or assume any responsibility for the confirmation of any Member's identity.

1.3 Your relationship with Cavago is limited to being an independent, third-party contractor, and you do not act on behalf, or for the benefit, of Cavago. Cavago does not, and shall not be deemed to, direct or control you generally or in your performance under these Host Terms, including in connection with your provision of the Services. You have complete discretion whether to list Services or otherwise engage in other business or employment activities.

1.4 Cavago does not guarantee the continuous and uninterrupted availability and accessibility of the Cavago Platform. Without notice or compensation to you, Cavago may in its discretion restrict the availability of the Cavago Platform or certain areas or features thereof. Cavago may improve, enhance and modify the Cavago Platform and introduce new online services from time to time.

1.5 Cavago reserves the right to discontinue or suspend any or all of our Website services and to stop or suspend publishing our Website, at any time in our sole discretion without notice, explanation or compensation to you.

2. Account Registration

2.1 You must register an account ("**Cavago Account**") to access and use certain features of the Cavago Platform, such as publishing a Listing. If you are registering a Cavago Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Host Terms.

2.2 You must be, and represent and warrant that you are, at least 18 years old and able to enter into legally binding contracts to register a Cavago Account.

2.3 You must provide accurate, current and complete information during the registration process and keep your Cavago Account and public Cavago Account profile page information up-to-date at all times.

2.4 You may not register more than one (1) Cavago Account. You may not assign or otherwise transfer your Cavago Account to another party.

2.5 You must keep your password confidential and notify us in writing immediately if you become aware of any disclosure of your password. You are liable for any and all activities conducted through your Cavago Account. Cavago shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to keep your password confidential.

3. Content

3.1 License

3.1.1 In these Host Terms, "**Your Content**" means all works and materials (including but not limited to text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit on or through the Cavago Platform. By making Your Content available, you grant to Cavago a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to exploit Your Content in any manner to promote the Cavago Platform, in any media or platform.

3.1.2 The Cavago Platform and any content Cavago itself makes available on or through the Cavago Platform, including any content licensed or authorised for use by or through Cavago from a third party ("**Cavago Content**" and together with Your Content, "**Content**"), including all associated intellectual property rights, are the exclusive property of Cavago and/or its licensors or authorizing third-parties. All trademarks, service marks, logos, trade names, and any other source identifiers of Cavago used on or in connection with the Cavago Platform and Cavago Content are trademarks of Cavago.

3.1.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Cavago Platform or Content, except to the extent you are the legal owner of certain of Your Content or as expressly permitted in these Host Terms. No licenses or rights are granted to you under any intellectual property rights owned or controlled by Cavago or its licensors, except for the licenses and rights expressly granted in these Host Terms.

3.2 Rules

3.2.1 You are solely responsible for Your Content. You represent and warrant that: (i) you are the owner of all Your Content and/or you have all rights, licenses, consents and releases that are necessary to grant to Cavago the rights in and to Your Content, as contemplated under these Host Terms; and (ii) neither Your Content nor your posting, uploading, publication, submission or transmittal of Your Content or Cavago's use of Your Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark,

trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

3.2.2 You will not upload, publish, submit or transmit any content that: (i) is fraudulent, false, misleading or deceptive; (ii) is defamatory, obscene, pornographic, vulgar, blasphemous or offensive; (iii) promotes discrimination, bigotry, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any Policies. Cavago may, without prior notice, remove or disable access to Your Content that Cavago finds to be in violation of these Host Terms or any Policies, or otherwise may be harmful or objectionable to Cavago, its Members or third parties.

3.3 Verified Images

3.3.1 Cavago may offer Service Providers the option of having professional photographers take photographs of their Services, which Service Providers may include in their Listings with or without a watermark or tag bearing the words "MyCavago.com Verified Photo" or similar wording ("**Verified Images**"). You are responsible for ensuring that your Service is accurately represented in the Verified Images and you will stop using the Verified Images on or through the Cavago Platform if they no longer accurately represent your Listing, if you stop providing the Service featured, or if your Cavago Account is terminated or suspended for any reason. You acknowledge and agree that Cavago shall have the right to use any Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Where Cavago is not the exclusive owner of any Verified Images, by using such Verified Images on or through the Cavago Platform, you grant to Cavago an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you.

4. Listings

4.1 Terms applicable to all Listings

4.1.1 When creating a Listing through the Cavago Platform you must (i) provide complete and accurate information about your Service, (ii) disclose any deficiencies, restrictions and requirements that apply and (iii) provide any other pertinent information requested by Cavago. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

4.1.2 You are solely responsible for setting a price (including any Taxes if applicable, or charges) for your Listing ("**Listing Fee**"). Once a User requests a booking of your Listing, you may not request that the User pays a higher price than in the booking request.

4.1.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Host Terms or our Policies. In the event of conflict between the terms and conditions included in your Listing on one hand and these Host Terms and our Policies on the other, these Host Terms and our Policies shall prevail even as between you and the User.

4.1.4 Your Content used in your Listings must accurately reflect the quality and condition of your Services. Cavago reserves the right to require that Listings have a minimum number of images of a certain format, size and resolution.

4.1.5 When you accept or have pre-approved a booking request by a User, you are entering into a legally binding agreement with the User and are required to provide your Service(s) to

the User as described in your Listing when the booking request is made. You also agree to pay the applicable Service Fee and any applicable Taxes.

4.1.6 You are responsible for (i) complying with all laws, rules and regulations that may apply to your Services, including tax requirements; (ii) obtaining any required licenses, permits, or registrations prior to providing your Services and (iii) ensuring that your Listing and/or provision of Services will not breach any agreement you may have with any third party.

4.2 Listing Facilities

4.2.1 Services may include over-night accommodation at equine facilities ("**Facilities**"). Unless expressly allowed by us in writing, you may not list more than one Facility per Listing.

4.2.2 Any security deposit required must be specified in your Listing ("**Security Deposit**"). You must request the Security Deposit from the Guest upon arrival. If not mentioned on the Listing, Hosts are not allowed to ask for a Security Deposit after a booking has been confirmed.

4.3 Listing Riding Activities

4.3.1 When listing an activity in equestrian disciplines (such as dressage, jumping and polo) ("**Riding Activity**"), you must, where applicable, fully educate and inform Users about (i) any risks inherent to the Riding Activity (ii) any requirements for participation, and (iii) anything else they may need to know to safely participate in the Riding Activity.

4.3.2 Service Providers alone are responsible for the Riding Activities, that they list and provide. This includes acquiring all equipment, including supplies, vehicles, venues and other materials ("**Equipment**") necessary to host the Riding Activity. You are solely responsible for ensuring that all Equipment is in good working order and conforms to all laws. Except as otherwise required by law, you assume all risk of damage or loss to your Equipment.

4.3.3 You must provide your Riding Activity, in person and may not allow any third party to provide the Riding Activity, on your behalf, unless authorised by Cavago in writing.

4.4 Listing other equestrian services: certified expert equine practitioners

4.4.1 Service Providers that provide certified expert equine practitioner services are responsible for including and presenting their travel costs in their Listing Fee.

4.4.2 You must provide your Service, in person and may not allow any third party to provide the Service, on your behalf, unless authorised by Cavago.

5. Handling Users' and other individuals' personal data

5.1 In order to facilitate your provision of Services, Cavago may send to you the relevant Users' and other individuals' personal data. Unless otherwise requested and consented to by Cavago and the User, you are not permitted to transfer such Users' or other individuals' personal data to any other country or territory.

5.2 You shall at all times provide to such Users' or other individuals' personal data a standard of protection that is at least comparable to the protection under the Personal Data Protection Act 2012 of Singapore (the "**PDPA**"). Without limitation to the generality of the foregoing, you are required to comply with paragraphs 5.3 to 5.9.

5.3 You shall only collect, use or disclose such Users' or other individuals' personal data as is necessary for the provision of the relevant Services.

5.4 You shall make a reasonable effort to ensure that such Users' or other individuals' personal data is accurate and complete.

5.5 You shall protect such personal data in your possession or under your control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks.

5.6 You shall cease to retain the documents containing personal data, or remove the means by which the personal data can be associated with particular individuals, as soon as it is reasonable to assume that (a) the purpose for which that personal data was collected is no longer being served by retention of the personal data; and (b) retention is no longer necessary for legal or business purposes.

5.7 You shall (a) develop and implement policies and practices that are necessary for you to meet the obligations imposed on organisations under the PDPA; (b) develop a process to receive and respond to complaints that may arise with respect to the application of the PDPA; (c) communicate to your staff information about your policies and practices referred to in (a); and (d) make information available on request about the policies and practices referred to in (a) and the complaint process referred to in (b).

5.8 Subject to the following bullet points, on request of the relevant User or other individual, you shall, as soon as reasonably possible, provide the relevant User or other individual with (a) personal data about the relevant User or other individual that is in your possession or under your control; and (b) information about the ways in which such personal data has been or may have been used or disclosed by you within a year before the date of the request. The foregoing is subject to the following bullet points:

- You shall not provide a relevant User or other individual with personal data or other information if the provision of that personal data or other information, as the case may be, could reasonably be expected to (a) threaten the safety or physical or mental health of another individual; (b) cause immediate or grave harm to the safety or to the physical or mental health of the relevant User or other individual who made the request; (c) reveal personal data about another individual; (d) reveal the identity of an individual who has provided personal data about another individual and the individual providing the personal data does not consent to the disclosure of his identity; or (e) be contrary to Singapore's national interest.
- You shall not inform any requesting User or other individual that you have disclosed personal data to a prescribed law enforcement agency if the disclosure was made without the consent of the requesting User or other individual and (a) the disclosure is necessary for any investigation or proceedings; (b) the personal data is disclosed to any officer of a prescribed law enforcement agency, upon production of written authorisation signed by the head or director of that law enforcement agency or a person of a similar rank, certifying that the personal data is necessary for the purposes of the functions or duties of the officer; or (c) pursuant to any other written law.

5.9 A User or other individual may request for you to correct an error or omission in his personal data that is in your possession or under your control. Unless you are satisfied on reasonable grounds that a correction should not be made, you shall (a) correct the personal data as soon as practicable; and (b) send the corrected personal data to every organisation to which the personal data was disclosed by you within a year before the date the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose. If no correction is made, you shall annotate the personal data in your possession or under your control with the correction that was requested but not made.

6. Service Fees

6.1 Cavago shall charge you non-refundable service fees at 10% of the total price (excluding tax) paid by the User for the Service ("**Service Fees**"). The Service Fees plus any fee payable

for processing payment on the Cavago Platform will be automatically deducted from the payout to you. Cavago reserves the right to change the Service Fees at any time and will provide Members adequate notice of any fee changes before they become effective.

6.2 Service Providers must display any applicable taxes to a User prior to publishing a Listing. Apart from the Security Deposit (if applicable) all fees should be paid for online and no additional fees can be requested by the Service Provider.

7. Booking Modifications, Cancellations and Refunds

7.1 Service Providers are responsible for modifications they make to a booking ("**Booking Modifications**") and shall pay any additional fees associated with such Booking Modifications.

7.2 If a Service Provider cancels a confirmed booking, the User shall be entitled to receive a full refund of the total fees for such booking within a reasonable time of the cancellation. Cavago may publish an automated review on the cancelled Listing indicating that a booking was cancelled. In addition, Cavago may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Service Provider has a valid reason for cancelling the booking.

7.3 Cavago shall be entitled, in its sole discretion, to cancel a confirmed booking and make appropriate refund and payout decisions if it deems necessary or appropriate.

7.4 If a User raises issue with your Services, Cavago may determine in its discretion to refund part or all of the fees paid in accordance with the Payment, Refund and Cancellation Policy.

7.5 If Cavago issues a refund to the User pursuant to these Host Terms and/or the Policies, if you have already been paid, Cavago will be entitled to recover the amount of such refund from you, including by subtracting such refund amount out from any future payouts due to you.

8. Ratings and Reviews

8.1 Within a certain timeframe after completing a booking, Users and Service Providers can leave a public review ("**Review**") and submit a heart rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect Cavago's opinion. Ratings and Reviews are not verified by Cavago and may be incorrect or misleading.

8.2 You must ensure that the Ratings and Reviews given by you are accurate and are not offensive or defamatory. You shall not manipulate the Ratings and Reviews system in any manner, such as instructing a third party to write a Review about another Member.

9. Taxes

9.1 You are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable taxes ("**Taxes**").

9.2 Tax regulations may require us to collect appropriate Tax information from Service Providers, or to withhold Taxes from payouts to Service Providers, or both. If a Service Provider fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution.

10. Acceptable Use

10.1 You are solely responsible for compliance with any and all laws, rules, regulations that may apply to your use of the Cavago Platform. In connection with your use of the Cavago Platform, you will not and will not assist or enable others to:

- use the Cavago Platform or content for any commercial or other purposes that are not expressly permitted by these Host Terms or in a manner that falsely implies Cavago endorsement, partnership or misleading affiliation;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Cavago Platform in any way that is inconsistent with Cavago's Privacy and Cookies Policy or these Host Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Cavago Platform in connection with the distribution of spam;
- offer, as a Host, any facility that you do not yourself own or have permission to make available as a residential or other property through the Cavago Platform;
- contact another Member for any purpose other than asking a question related to your own Listing, or the Member's use of the Cavago Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the Cavago Platform to accept a booking outside of the Cavago Platform, to circumvent any Service Fees or for any other reason;
- request or accept any payment for Listing Fees outside of the Cavago Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these Host Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Cavago harmless from any liability for such payment;
- discriminate against or harass anyone based on race, national origin, religion, gender, gender identity, disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour;
- misuse or abuse any Listings or services associated with Cavago or use, display, mirror or frame the Cavago Platform or Content, or any individual element within the Cavago Platform, Cavago's name, any Cavago trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Cavago Platform, without Cavago's express written consent;
- harm the Cavago brand in any way, including through unauthorised use of Content, registering and/or using Cavago or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that are confusingly similar to Cavago domains, trademarks, taglines, promotional campaigns or Content;
- use any automated means or processes to access, collect data or other content from or otherwise interact with the Cavago Platform for any purpose;
- avoid, remove, deactivate, impair or otherwise attempt to circumvent any technological measure implemented by Cavago or any third party to protect the Cavago Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Cavago Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Cavago Platform;
- violate or infringe anyone else's rights or otherwise cause harm to anyone;
- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Host Terms or Policies.

10.2 Cavago has no obligation to monitor the access to or use of the Cavago Platform by any Member or to review, disable access to, or edit any of Your Content, but has the right to do so to (i) operate, secure and improve the Cavago Platform; (ii) ensure Members' compliance with any terms or Policies; (iii) comply with applicable law or order or requirement

of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Your Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Host Terms. Members agree to cooperate with and assist Cavago in good faith, and to provide Cavago with such information and take such actions as Cavago may reasonably request with respect to any investigation regarding the use or abuse of the Cavago Platform.

11. Term and Termination, Suspension and other Measures

11.1 You may terminate your Cavago Account at any time by sending us an email. Upon termination, any confirmed booking(s) will be automatically cancelled and your Users will receive a full refund. For the avoidance of doubt, Cavago may immediately remove from the Cavago Platform your profile, all content uploaded by you and/or all Services offered by you (if any) upon the termination of your Cavago Account.

11.2 Without limiting our rights below, Cavago may terminate your Cavago Account for convenience at any time by giving you thirty (30) days' notice via email to your email address.

11.3 Cavago may immediately, without notice, terminate your Cavago Account and/or stop providing access to the Cavago Platform if (i) you have materially breached your obligations under these Host Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Cavago believes in good faith that such action is reasonably necessary to protect the interests (whether reputational or otherwise), personal safety or property of Cavago, its Members, or third parties (for example in the case of fraudulent behaviour of a Member).

11.4 In addition, Cavago may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Host Terms, our Policies, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information to Cavago or on the Cavago Platform, (iv) you and/or your Listings or Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Cavago otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Cavago believes that such action is reasonably necessary to protect the personal safety or property of Cavago, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or any other Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the Cavago Platform;
- suspend your Cavago Account and stop providing access to the Cavago Platform.

11.5 If we take any of the above measures (i) we may refund your Users in full for any confirmed bookings that are cancelled, irrespective of other cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that are cancelled.

11.6 When your Cavago Account has been terminated, you are not entitled to a restoration of your Cavago Account or any of Your Content. If your access to or use of the Cavago Platform has been limited or your Cavago Account has been suspended or this Agreement has been terminated by us, you may not register a new Cavago Account or access and use the Cavago Platform through a Cavago Account of another Member.

11.7 If you or we terminate your Cavago Account, the clauses of these Host Terms that reasonably should survive termination will remain in effect.

12. Disclaimers and Limitation of Liability

12.1 If you choose to use the Cavago Platform or Content, you do so voluntarily and at your sole risk. The Cavago Platform and Content is provided “as is”, without warranty of any kind, either express or implied.

12.2 Unless your Country of Residence is in the EU, you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Cavago Platform, provision of Services and any interaction you have with other Members remains with you. Neither Cavago nor any other party involved in creating, producing, or delivering the Cavago Platform or Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Host Terms, (ii) from the use of or inability to use the Cavago Platform or Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Cavago Platform, or (iv) from your publishing of a Listing, including the provision of Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Cavago has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Service Providers pursuant to these Host Terms, in no event will Cavago’s aggregate liability arising out of or in connection with these Host Terms and your use of the Cavago Platform, exceed the amounts paid by Cavago to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. In any case, Cavago’s liability for any reason shall be limited to the typically occurring foreseeable damage. Any additional liability of Cavago is excluded.

13. General Provisions

13.1 You agree to release, defend (at Cavago’s option), indemnify, and hold Cavago and its affiliates and subsidiaries, officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Host Terms or our Policies (ii) your improper use of the Cavago Platform, (iii) your interaction with any Member or provision of any Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction or provision, or (iv) your breach of any laws, regulations or third party rights.

13.2 Singapore law shall govern the use of the Website and the Host Terms, without regards to conflict of laws principals. Any dispute arising out of or in connection with these Host Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

13.3 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards published by Cavago, these Host Terms constitute the entire agreement between Cavago and you pertaining to the subject matter hereof, and supersede

any and all prior oral or written understandings or agreements between Cavago and you in relation to the access to and use of the Cavago Platform.

13.4 No joint venture, partnership, employment, or agency relationship exists between you and Cavago as a result of this agreement or your use of the Cavago Platform.

13.5 A person who is not Cavago or a Member shall have no right under the Contracts (Right of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Host Terms.

13.6 If any provision of these Host Terms is held to be invalid or unenforceable, such provision will be struck off and will not affect the validity and enforceability of the remaining provisions.

13.7 Cavago's failure to enforce any right or provision in these Host Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Host Terms, the exercise by either party of any of its remedies under these Host Terms will be without prejudice to its other remedies under these Host Terms or otherwise permitted under law.

13.8 You may not assign, transfer or delegate this agreement and your rights and obligations hereunder without Cavago's prior written consent. Cavago may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

13.9 Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Cavago via email. You consent to service of process out of any court (where applicable) by the same being left at your address indicated on the Cavago Platform (or sent by registered mail to this address), or by email to your email address indicated on the Cavago Platform. You so consent regardless of whether or not personal service is required or otherwise. Where service of process is sent by registered mail, the service shall be deemed to be made in the absence of any evidence to the contrary by the third day. Nothing in this paragraph shall affect Cavago's right to serve legal process in any other manner permitted by law.

13.10 These Host Terms may be agreed to by way of electronic signing and/or other electronic method. You may agree to these Host Terms by signing it (whether electronically or otherwise) or otherwise by indicating your consent on the Cavago Platform or by email and it shall be as valid and effectual as if executed as an original.

Host or Facility Name: _____

Host or Facility Address: _____

Name of Authorised Signatory: _____

Signature: _____