

## Terms of Service

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and DIBIZ LinkApp (“we,” “us” or “our”), concerning your access to and use of DIBIZ LinkApp platform as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

Please read this Agreement carefully. The Service may have other posted notices or codes of conduct. All such notices and codes of conduct are incorporated by reference into this Agreement. By subscribing to and/or using any of the Service, you agree to be bound by this Agreement, including any modifications made to it from time to time. If you do not agree to the terms and conditions in this Agreement, you will not be able to subscribe to or use the Service.

### **Definitions and Interpretation:**

1. **You, Your, User** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
2. **Account** means a unique account created for You to access our Service or parts of our Service.
3. **Website** refers to DIBIZ LinkApp, accessible from <https://dibizlink.com>
4. **Service** refers to access to the platform’s core functionalities, customer acquisition tools, data processing capabilities, user account management, support services, and any updates, enhancements, or new features introduced by DIBIZ LinkApp.
5. **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
6. **Privacy Policy** describes our policies and procedures on the collection and usage of Personal data, which can be accessed at <https://dibizlink.com/>
7. **Standard technical support** includes on-line help, FAQ’s, training guides and templates and the use of live help and customer support.
8. **Subscription Plan** refers to the various purchase and usage options of the DIBIZ LinkApp in varied terms (Monthly, annual etc.,)
9. **Periodic Maintenance** refers the scheduled maintenance window of the platform which may include a pre-notified down time.

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### **1. Your Account.**

1.1. Initiating Service. Following receipt of payment for those charges specified in the Subscription plan as payable in advance, DIBIZ LinkApp will activate your account and begin providing the Services (the date of the initial service activation represents the "Service Activation or Provisioning Date"). The initial process creates your unique account and enables you to log in and access the Services. Once we have onboarded and enabled your account, you will need to visit our Administrative module and create an administrative account (an "Admin Account"). When you create your Admin Account, you will create your own password, which you must use in order to access and use the Services. You agree that any information you provide in creating your Admin Account is complete and accurate, and you agree to keep it up to date. For example, we provide some notices by email to your Admin Account, and you agree to keep that email current and valid as a method for providing notices under these Terms. Prices and terms of payment for the Service options you select are stated in your Subscription plan.

1.2. Administering Your Account. Your administrators and supervisors can manage your use of the Services as well as perform other administrative functions. You are responsible for selecting your passwords, maintaining the confidentiality of your passwords, and internal management or administration of the Services for your Users. You agree to notify us immediately if you have any reason to believe that the security of your account has been compromised. Should we not mention about storing password on our server? (passwords are not stored but only a hashed value with salt)??

### **2. Data Privacy and Retention.**

We will comply with the Privacy Policy (found at <https://www.dibizlink.com/privacy-policy>) in handling and using your User Data, and we will maintain administrative, physical, and technical

safeguards at application level, database and various tenets of the platform for protection of the security, confidentiality and integrity of your User Data that are consistent with industry standards for similar services. You too shall comply with the Privacy Policy and shall not disclose to third parties or use DIBIZ LinkApp Data except as expressly permitted under these Terms. “User Data” means the information submitted by users into our system, including information derived from such submissions, data about the configuration and use of the Services, account information, credit card information, bank account information, accounting information, supply chain data, transactions and reports.

### **3. Accessing and Using Our Platform and Services**

3.1. Subscription Services. Subject to all the terms and conditions of this Agreement, including your payment of any required fees, DIBIZ LinkApp will make the Services available to you based on the subscription plan chosen.

3.2. Restrictions. You will not nor will you allow any third party to: modify, copy, or otherwise reproduce the Services in whole or in part; reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in the Services; provide, lease or lend the Services to any third party; remove any proprietary notices or labels displayed on the Services; modify or create a derivative work of any part of the Services; or use the Services for any unlawful purpose or contrary to this Agreement. You will ensure that your Users comply with this Agreement by the use commercially reasonable efforts to prevent unauthorized access to or use of the Services; and use the Services only in accordance with the applicable laws and government regulations.

### **4. Technical Requirements for Use of Our Services.**

In order to utilize the Services, you will need to adhere to certain technical specifications and have certain minimum hardware, software and Internet connectivity. With your cooperation, and prior to activation of your Services, we conduct an assessment of your required Equipment. We may recommend adjustments to the Required Equipment in order to meet the minimum technical requirements to utilize the Services. You are responsible for implementing any recommendations we make in this regard and also for the ownership and ongoing maintenance of Required Equipment. DIBIZ’s recommendations with respect to Required Equipment do not constitute a guarantee or warranty as to the future suitability of the Required Equipment for operating the Services. You acknowledge and agree that, at all times, you are solely responsible for obtaining and supporting Required Equipment as necessary to use the Services.

“Your failure to have the Required Equipment and to be responsible for supporting and maintaining the same SHALL NOT BE a basis for terminating this Agreement. This shall also NOT constitute a basis for you to seek a refund from DIBIZ.

### **5. Platform Availability and Local Data Storage**

DIBIZ LinkApp is accessible across multiple platforms, including:

- Progressive Web App (PWA)
- Desktop applications (Windows, macOS, Linux)
- Mobile applications (iOS, Android)
- Microsoft Teams

Each platform may offer different features and may require specific permissions or configurations. By using the Service on any of these platforms, you agree to comply with the applicable platform-specific requirements.

To enhance performance, enable offline access, and improve user experience, certain data—such as session tokens, cached content, and user preferences—may be stored locally on your device. This data is stored securely and is only accessible by the DIBIZ LinkApp. You are responsible for maintaining the security of your device and managing local storage settings as needed.

## **6. Applicable Law and Jurisdiction**

- This is a binding contract, and the applicable law shall be the Laws of Singapore.
- Each party to this Agreement agrees to submit to the jurisdiction of Singapore.
- Every civil action instituted by either party shall not necessarily be preceded by a demand made in writing.
- In the event DIBIZ LinkApp concludes that there is a breach of this Agreement by you, DIBIZ LinkApp has the right to immediately terminate this Agreement subject to DIBIZ LinkApp notifying you of the same in writing and giving you a reasonable time (14 days) to remedy the breach **UNLESS THE BREACH CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT IN WHICH EVENT THE TERMINATION IS AUTOMATIC WITHOUT THE NECESSITY FOR DIBIZ TO ALLOW YOU REASONABLE TIME OR ANY TIME TO REMEDY THE BREACH.**

## **7. Intellectual Property Rights.**

All intellectual property rights shall belong to and be under the exclusive ownership of DIBIZ LinkApp.

## **8. Term and Termination.**

8.1. Term. Unless earlier terminated as provided in this Agreement, this Agreement commences on the Service Activation Date and shall continue the initial cycle and shall automatically renew for billing cycle thereafter, unless either party has provided notice of its intent not to renew this Agreement in accordance with Section 9.3. In no event may you terminate this Agreement on less than thirty (30) days written notice to us. Either party may terminate this Agreement for cause on thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the notice period. Non-payment of any service or other fees due is a material breach. If you materially breach this Agreement, we may, without limitation of our other rights and remedies, withhold further performance of our obligations under this Agreement. Free Subscription Period is liable to be terminated if not converted to a Paid Subscription within 1 month of the end of free subscription period.

8.2. Effect of Termination. Upon termination or expiration of this Agreement for any reason: (1) all applicable licenses and other rights granted to you will immediately terminate; (2) we will make your User Data available to you (either from DIBIZ LinkApp or through a third party offsite storage provider) for up to thirty (30) days after termination. If the User wants to renew the subscription after the lapse of 30 days and wish to access their old data then the user need to pay the subscription charges for the lapsed period. After that thirty (30) day period, you will lose access to any data and we will have no obligation to maintain any, and will have the right to delete, all data related to the expired or terminated Agreement and we will have no further obligation to make such data available to you. Termination will not relieve you of the obligation to pay any fees due or payable to DIBIZ incurred prior to the effective date of termination, including annual fees, implementation fees, training fees, User subscription fees, or any other fees or payments due under the Agreement.

## **9. Warranties.**

9.1. Warranty. Each party represents and warrants to the other party that (i) it has the power and authority to enter into and perform all obligations under this Agreement, and (ii) it will comply with all applicable laws in its performance under this Agreement.

9.2. To the fullest extent permitted by applicable law, except as expressly provided herein, DIBIZ LinkApp disclaims all warranties with respect to the services, third-party services, or materials provided by DIBIZ LinkApp, whether express or implied by operation of law, representation statements, or otherwise, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, or noninfringement. Each party will be solely and individually responsible to comply with all laws and regulations relating to its respective business operations.

You agree that the Services may be inaccessible or inoperable due to scheduled periodic maintenance and upgrades or for reasons beyond our reasonable control including but not limited to (i) equipment malfunctions, or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to your or our data centers.

## **10. Mutual Indemnification.**

10.1. Our Indemnity. We will defend, indemnify and hold you harmless against any claims, liabilities, expenses (including reasonable attorney's fees), or damages arising from or relating to a third party claim alleging that your use of the Services infringes or misappropriates any U.S. patent, copyright, or trade secret of a third party. The foregoing indemnity does not extend to claims arising from or relating to third-party Services or claims covered by your indemnification in Section 11.2 of this Agreement. In the event of a claim or threatened claim under this Section by a third party, we may, at our sole option, (A) revise the Services so that they are no longer infringing, (B) obtain the right for you to continue using the Services, or (C) terminate this Agreement and any applicable Subscription plan upon fifteen (15) days' notice.

10.2. Your Indemnity. You will defend, indemnify and hold us harmless against any claims, liabilities, expenses (including reasonable and all attorney's fees) or damages arising from or relating to a third-party claim related to or arising from your use of the Services other than those for which we will indemnify you under Section 10.1.

10.3. Procedures. The party entitled to be indemnified (the "Indemnified Party") will give prompt written notice to the other party through email (the "Indemnifying Party") of any claim for which indemnification may be required under this Agreement. Failure to give such notice will not relieve the Indemnifying Party of its obligation to provide indemnification except if and to the extent that such failure materially and adversely affects the ability of the Indemnifying Party to defend the applicable claim. If the Indemnified Party notifies the Indemnifying Party of any claim asserted by a third party against the Indemnified Party that the Indemnifying Party acknowledges is a claim for which it must indemnify the Indemnified Party under this Agreement, the Indemnifying Party will be entitled to assume the defense and control of any such claim at its own cost and expense and the Indemnified Party will have the right to be represented by its own counsel at its own cost in such matters. Neither the Indemnifying Party nor the Indemnified Party will settle or dispose of any such matter in any manner that would adversely affect the rights or interests of the other party (including the obligation to indemnify hereunder) without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Each party will reasonably cooperate with the other party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include without limitation using reasonable efforts to provide or make available documents, information and witnesses.

## **11. Limitation of Liability**

Except for either party's indemnification obligations under section 10 (mutual indemnification), in no event will either party be liable to the other for any special, indirect, consequential, incidental and punitive/exemplary damages to the extent permitted under applicable law,

however caused and on any theory of liability arising in any way out of this agreement, even if notified of the possibility of such damage. Except in connection with a misappropriation of intellectual property, or obligations under section 2 (data privacy) or section 10 (mutual indemnification), the aggregate liability of one party to the other for damages under or arising from this agreement, regardless of the form of the action (and whether in contract or in tort), will be limited to the total amount payable to DIBIZ Linkapp in one (1) month of service or the equivalent of USD 1000 (whichever is greater) preceding the applicable claim under this agreement.

## **12. Dispute Resolution & Arbitration Clause**

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, the parties agree to first attempt to resolve the dispute informally. If resolution is not achieved within 30 days, the dispute shall be resolved by binding arbitration in accordance with the rules of the applicable arbitration body in the user's jurisdiction. Each party shall bear its own costs unless otherwise determined by the arbitrator.

## **13. Third Party Integrations**

The platform may integrate with third-party services. DIBIZ LinkApp is not responsible for the availability, accuracy, or performance of such services. Users are solely responsible for reviewing and complying with third-party terms and privacy policies.

## **14. User generated Content**

Users may upload, submit, or share content through the platform. By doing so, users grant DIBIZ LinkApp a non-exclusive, worldwide, royalty-free license to use, display, and distribute such content solely for the purpose of providing the Services. Users are responsible for ensuring their content does not violate any laws or third-party rights.

DIBIZ LinkApp serves solely as a platform for businesses to exchange messages, documents, and data. The sending organization and its users are solely responsible for the content they share. The receiving organization is independently responsible for evaluating such content and must address any concerns directly with the sender. DIBIZ LinkApp does not monitor, validate, or assume liability for any illegitimate, unprofessional, or inappropriate content exchanged between users. The responsibility for managing and removing such content lies entirely with the businesses using the platform.

## **15. Changes to Terms**

DIBIZ LinkApp reserves the right to modify these Terms at any time. Users will be notified of material changes via email or platform notification. Continued use of the Services after such changes constitutes acceptance of the revised Terms.

## **16. Force Majeure**

DIBIZ LinkApp shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or internet service disruptions.

## **17. Children's Privacy /Age restriction**

The Services are not intended for use by individuals under the age of 13 (or the minimum age required in your jurisdiction). By using the Services, you affirm that you meet the applicable age requirement.