

# TAMAGO SUBSCRIBER TERMS & CONDITIONS

## Welcome to Tamago!!!

The Tamago Service (as defined below) is a service that is provided by Asia Sports Ventures Pte. Ltd (“**ASV**”) to you via the Tamago App (as defined below), and these terms and conditions (“**Terms & Conditions**”) are intended to regulate your use of the Tamago Service.

By accessing and using the Tamago Service, you are entering into a binding contract with ASV concerning the use of the Tamago App and any other matters set out herein and you agree to be bound by these Terms & Conditions. If you do not agree to be bound by these Terms & Conditions, you should not use or access this Tamago App.

## 1. DEFINITIONS & INTERPRETATION

1.1 In these Terms & Conditions, the following words or expressions shall have the following meanings, unless the context otherwise requires:

“**Applicable Laws**” means any statutes, laws, rules, regulations, codes and ordinances, any judicial or administrative court rulings or judgments that are applicable to the Tamago App or Tamago Service, the matters raised in these Terms & Conditions and/or the subject matter of these Terms & Conditions.

“**ASV**, “**we**”, “**us**” or “**our**” means Asia Sports Ventures Pte. Ltd (UEN Number: **201223076K**), having its registered address at 192 Waterloo Street, #05-01 Sky Line Building, Singapore (187966), which manages and operates the Tamago App.

“**ASV Group**” means ASV and any person or entity controlling, controlled by, or under common control with ASV. “**Control**” means ownership of shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent) of a company.

“**Content**” means any and all content (including linear and non-linear programming) which includes without limitation all forms of text, graphics video, audio, files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content and User Generated Content that is made available on or through the Tamago Service.

“**Device**” means mobile phones, smart phones, electronic tablets or similar devices.

“**Designated Partner**” means our partner(s) who has/have been authorized by us to collect and receive the Subscription Fee from you for your access to the Tamago Service.

“**Intellectual Property Rights**” or “**IPR**” means any and all intellectual property rights of whatever nature throughout the world including all rights conferred under statute, common law or equity in any relevant country in the world, whether existing now or at any time in the future, including rights in all copyright, patents, trade-marks, business

names, trade names, domain names, designs, confidential information, trade secrets and know-how.

“**Licence**” has the meaning ascribed to it in Clause 10.1.

“**Name**” means the name or word “Tamago”.

“**Parties**” means you and ASV collectively and “**Party**” means either one of them.

“**Personal Data**” means data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the organisation has or is likely to have access.

“**Post**”, “**Posted or Posting**” means to broadcast, publish, display, submit and/or upload.

“**Subscription**” has the meaning ascribed to it in Clause 3.3.

“**Subscription Fee**” means the fee payable or paid by you for your access to certain parts of the Tamago Service, the amount of which may vary depending on the Tamago package selected by you. The applicable Subscription Fee may be changed by ASV from time to time at its absolute discretion and any revised Subscription Fee will bind you upon their posting on the Tamago App.

“**Tamago Account**” has the meaning ascribed to it in Clause 3.11

“**Tamago App**” means the software programme managed and/or operated by ASV which is designed to run on the Device for you to access the Tamago Service, and is made available on application distribution platforms such as Apple App Store and Google Play and/or through any other distribution platform, whether known now or in the future.

“**Trade Mark**” means the trade mark(s) “Tamago”.

“**Tamago Service**” has the meaning ascribed to it in Clause 3.1.

“**User Generated Content**” means any uploaded material, data shared, or contribution made, including but not limited to text, links, photographs, graphics, video or audio, or other data or information Posted on the Tamago App, by any user of Tamago App.

“**You/you**” or “**Your/your**” means the individual who is accessing and/or using the Tamago App and/or the Tamago Service.

1.2 Unless the contrary intention appears :-

- (a) Headings are for convenience only and shall not in any way affect the interpretation and construction of these Terms & Conditions;
- (b) Words imparting the singular shall include the plural and vice versa;
- (c) Words importing a gender shall include every gender;
- (d) References to any person shall include an individual, company, corporation, firm, partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person’s executors,

administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

- (e) References to “include”, “including” or words of similar import shall mean “without limitation”;
- (f) Where any reference is made to the reservation of a right in favour of ASV, the exercise of such right shall be unfettered and at the sole and absolute discretion of ASV without the need for ASV to assign any reason thereto; and
- (g) No rule of construction shall apply to the detriment of a Party because that Party had control over the drafting of these Terms & Conditions or any part of it.

## **2. AGREEMENT**

- 2.1 These Terms & Conditions represent an agreement entered into between you and ASV concerning the use by you of the Tamago App and the Tamago Service. By downloading or using the Tamago App, or receiving the Tamago Service, you are declaring that you have read, understood and agree to accept and be bound by and comply with these Terms & Conditions. These Terms & Conditions may be amended or supplemented from time to time by ASV at its sole discretion, by posting revisions or a revised set of Terms & Conditions through or on the Tamago App. Your continued use of the Tamago App and / or the Tamago Service following the posting of any changes or modifications will constitute your acceptance of such changes, modifications, supplements or of such modified Terms & Conditions.
- 2.2 These Terms & Conditions shall apply to the exclusion of any other terms and conditions which you may purport to apply and in whichever way you purport to introduce them (“**Your Provisions**”). For the avoidance of doubt, you acknowledge and agree that ASV shall not be bound by any of Your Provisions.
- 2.3 For the avoidance of doubt, you hereby agree and acknowledge that these Terms & Conditions are concluded between you and ASV only, and not with Google Inc. (“**Google**”) or Apple Inc. (“**Apple**”), and that ASV and not Google/Apple is solely responsible for the Tamago App and the content thereof in accordance to the terms hereof.

## **3. ACCESS, SUBSCRIPTION FEE, ACCOUNTS**

- 3.1 **Tamago Service.** Tamago Service refers to your access to the Content over the Internet via the Tamago App (and for avoidance of doubt includes the Subscription based parts of the Tamago Service). ASV reserves the right to amend at any time what comprises the Tamago Service.
- 3.2 **Access to Tamago Service.** You will be able to access the Tamago Service through the use of the Tamago App. In addition to the Tamago App, ASV reserves the right to enable access to the Tamago Service through a website or any other platform, whether known

now or in the future. You agree and acknowledge that the Tamago App is managed and/or operated by ASV.

- 3.3 **Subscription.** ASV may in its sole discretion, offer certain parts of the Tamago Service on a subscription basis (“**Subscription**”). In the event Subscriptions are offered, Subscriptions will be for a specified term as offered by us and selected by you through the Tamago App. Subscription-based parts of the Tamago Service may renew automatically on a weekly or monthly basis (depending on your package selection), with payment due prior to each renewal unless you cancel your Subscription before the applicable renewal date that is disclosed to you when you activate your Subscription. You expressly acknowledge and agree that you will be charged the Subscription Fee for the subsequent renewal period should you fail to cancel your Subscription before the applicable renewal date. ASV may or may not notify you of upcoming renewal dates.
- 3.4 **Subscription Fee.** In the event Subscriptions are offered for certain parts of the Tamago Service, you acknowledge and agree that you will be charged the Subscription Fee in connection with your usage of the Tamago Service, depending on your Tamago package selection. All Subscription Fees are subject to prevailing Goods and Services Tax (or equivalent tax in your jurisdiction). You shall pay the Subscription Fee via the payment channels determined by ASV and/or our Designated Partner. You agree to pay your Subscription Fee in advance of receiving any Subscription-based part of the Service. You are responsible for all charges incurred under your Tamago Account and you shall be responsible for timely cancellation of your Subscription regardless of whether you receive any notice from us. We reserve the right to deactivate your access to the Subscription-based parts of the Tamago Service if payment is past due, regardless of the dollar amount.
- 3.5 **Billing & Payment Method.** In cases where the payment channels for access to the Tamago Service are provided to you by a Designated Partner including without limitation through in-app purchases via the Apple iTunes Store or Google Play Store, you expressly acknowledge that any Subscription Fee in connection with your access to the Tamago Service shall not be paid to ASV directly but is to be paid to the Designated Partner. You are advised to carefully read the Designated Partner’s applicable terms and conditions for further details concerning the payment of the Subscription Fee in connection with access to the Tamago Service. We will explain the available payment methods to you (including the circumstances where you will be charged on a monthly recurring basis) when you are signing up for access to the Tamago Service. We reserve the right to discontinue or modify any Subscription Fee payment option.
- 3.6 You hereby grant ASV permission to automatically charge the Subscription Fee to your chosen payment method at the beginning of each applicable payment period, unless you cancel your Subscription before the applicable renewal date. Your access to Subscription-based parts of the Tamago Service will not be established until ASV has verified that the credit card or other payment information that you have provided for payment is accurate and that your payment method account is in good standing.

- 3.7 You are required to keep your billing information current, complete and accurate. We reserve the right to suspend or terminate your access to any Subscription-based part of the Tamago Service without notice upon rejection of any charges by our Designated Partner or otherwise or if the bank or other entity that makes payment on your behalf (or its agent or affiliate) seeks return of payments previously made by you in connection with your Subscription.
- 3.8 **Cancellation and no-refund policy.** You are entitled to cancel your Subscription to the Tamago Service at any time. After your cancellation, you will be able to continue to have access to the Subscription-based portions of the Tamago Service until the remainder of your selected Tamago package has been consumed. We reserve the right to provide a refund, discount or other consideration to some of our customers (“**Credits**”). The amount and form of such Credits, and the decision to provide them at all, are at our sole discretion. The provision of Credits in one instance does not entitle you to Credits in the future for similar instances, nor does it obligate us to provide Credits in the future, under any circumstances.
- 3.9 **Taxes.** Except as expressly provided for otherwise, you shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated (hereinafter referred to as “**Taxes**”), arising out of or in connection with your use of and access to the Tamago Service, including but not limited to, any tax which you are required to withhold or deduct from payments to ASV and/or a Designated Partner. If Taxes are required to be paid, you shall pay such additional sums as are necessary to ensure that ASV and/or the Designated Partner receives a net amount equal to the Subscription Fee which ASV and/or the Designated Partner would have received had the payment not been made subject to such Taxes.
- 3.10 ASV reserves the right to offer the Tamago Service in different offerings, including special promotional plans with different terms, conditions and limitations. Such terms and conditions will be disclosed to you at sign-up or in other communications made available to you, and will be read together with these Terms & Conditions, provided always that in the event of any conflict or inconsistency, these Terms & Conditions shall prevail.
- 3.11 **Accounts.** To access some features of the Tamago Service, and to be able to Post User Generated Content, you will have to create a Tamago Account (the “**Tamago Account**”). You can alter such information by logging into the Tamago Service and accessing the settings option.
- 3.12 You agree not to share your Tamago Account password or let others have access to your Tamago Account and you will not attempt to transfer your Tamago Account to anyone else. You acknowledge and agree that you are responsible for maintaining the confidentiality, safekeeping and security of your Tamago Account details, including any passwords that may be used to access to your Tamago Account. You shall be at all times fully liable and responsible for the activity that happens on or through your Tamago Account, unless you have notified ASV in writing of the closure, compromise or misuse of your Tamago Account and ASV has received such notification. You are therefore advised to keep your password secure and to always log-off when leaving your Device

unattended. Although ASV will not be liable for losses caused by any unauthorized use of your Tamago Account, you may be liable for the losses of ASV or others due to unauthorized use of your Tamago Account. We strongly recommend that you notify us immediately of unauthorized use of your Tamago Account or of any related security breach by contacting us at [ask@tamago.live](mailto:ask@tamago.live). We reserve the right to terminate your Tamago Account if the Tamago Account is inactive for a period of six months or longer and any and all Virtual Items purchased through such Tamago Account and/or Virtual Items gifted by other users to you, shall not be restored or refunded to you and cannot be transferred if you subsequently register a new Tamago Account.

- 3.13 ASV may in our discretion, make available parental control protections within the functionalities of the Tamago Service which may allow you to limit/restrict/block your children's access to the Tamago Service. However, ASV makes no warranty or representation regarding the effectiveness of such parental control protections in restricting your children's access to the Tamago Service, and you, not ASV, will in all cases continue to be fully responsible for your children's usage of the Tamago App.

#### **4. USE OF CONTENT AND THE TAMAGO SERVICE**

- 4.1 You shall only use or view the Content on the Device for your own personal and private consumption. You are prohibited from displaying the Content in a public place or a commercial establishment such as a pub, bar, restaurant, club or café.
- 4.2 You are also prohibited from reselling the Content or charging any fee to any person to view the Content. You shall not, including without limitation, rebroadcast, reproduce, transmit, compress, modify, perform, display, record, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the Content in any form whatsoever.
- 4.3 Where the Tamago Service is configured to enable the download of a particular Content, you may download one copy of such Content to multiple Devices (with the number and type of Devices being determined by ASV in its sole discretion) for your personal, non-commercial, and private use only, provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content and (c) do not use the Content in a manner that suggests an association with any of our products, the Tamago Service or our Names and Trade Marks. Any business use, "re-emailing" or high volume or automated use of the Tamago Service is prohibited.
- 4.4 You are prohibited from recording, copying or reproducing the Content or the Tamago Service or any part thereof other than solely for the purpose of domestic and private use and viewing as permitted by the relevant copyright laws in your jurisdiction (as may be amended or replaced from time to time).
- 4.5 The use of the Tamago Service and the use of the Content are only permitted in the country in which you have been provided access to the Tamago Service, and reception outside of such territory may constitute a violation of international copyright and other laws.

- 4.6 Theft, fraud, piracy or any other unauthorized usage of the Content may subject you to civil and criminal sanctions and is grounds for immediate suspension of the Licence and your access to the Tamago App and/or the Tamago Service.
- 4.7 You acknowledge and agree that any person who has access to your Device may purchase the Subscription-based parts of the Tamago Service, and you will be liable to pay for all such Subscription Fee in connection with any such purchase made under your Tamago Account.
- 4.8 The viewing of the Content on the Tamago Service requires you to have access to the Internet. Unless otherwise determined by ASV, you may access the Tamago Service via a wireless networking technology (Wi-Fi). You shall assume all responsibility and liability in connection with your access to the Tamago Service via Wi-Fi.
- 4.9 You should be aware that your network provider may charge you both for access to its connection services and for the duration of your mobile phone's connection while accessing the Tamago Services and/or using the Tamago App (these charges may include without limitation GPRS or Circuit Switch Data charges). You are solely responsible for these costs and the costs of any other third party associated with your receiving the Tamago Services and/or using the Tamago App.

## **5. USER GENERATED CONTENT**

- 5.1 User Generated Content are made available to you for your information and personal use solely as intended through the normal functionality of the Tamago Service. User Generated Content are made available on an "as is" basis, and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Tamago Service or as otherwise prohibited under these Terms & Conditions.
- 5.2 You may be allowed (whether or not due to participation of any contests, giveaways, etc.), to Post your User Generated Content in the Tamago App and you agree, by submitting your contribution, to grant to ASV and the ASV Group a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable, transferable right and licence to use, reproduce, edit, modify, exhibit, broadcast, adapt, publish, translate, create derivative works from, distribute, publicly display, publicly perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide (including without limitation for the purpose of promoting and advertising the Tamago App and/or Tamago Service, and/or to incorporate your User Generated Content into other works in any media, now known or later developed), for the full terms of any rights that may exist in your contribution, and in accordance with any applicable privacy restrictions set out in these Terms & Conditions and the Tamago Privacy Policy.

- 5.3 In connection with the exercise of each of the foregoing rights licensed by you, you hereby consent to our use, to the full extent reasonably required for our business or administrative purposes, of your name, sobriquet, image, likeness, photograph, performance, voice, biographical details, Facebook ID, Twitter handle, Google+ ID, Instagram ID, profile pictures, and any other attributes of your persona in any and all media now known or hereafter developed, including but not limited to the Internet and mobile applications, worldwide, in perpetuity; all without payment, compensation or further notification to or permission from you, except where prohibited by Applicable Laws.
- 5.4 You also hereby grant each user of the Tamago Service a non-exclusive licence to access your User Generated Content through their access and/or use of the Tamago Service, and to use such User Generated Content only as permitted through the functionality of the Tamago Service as detailed in Clause 4 of these Terms & Conditions.
- 5.5 You understand and agree that we may retain and store, but not display, distribute, or perform, server copies of your User Generated Content that have been removed or deleted. The above licences granted to us, by you in your User Generated Content are irrevocable.
- 5.6 Further to the foregoing paragraph, by Posting your User Generated Content on the Tamago App, you warrant that:
- (a) your User Generated Content is your own original work or you have the necessary licence, rights, consents, and permissions to use, and authorize us to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all elements of your User Generated Content, in order to enable our inclusion and use of the User Generated Content in the manner contemplated under the Tamago Service and these Terms & Conditions, and that you have the right to make it available to us for all the purposes specified above;
  - (b) your User Generated Content is not defamatory;
  - (c) your User Generated Content does not infringe any Applicable Laws;
  - (d) you shall be solely responsible and liable for your own User Generated Content and the consequences of Posting or publishing them and your responsibility and liability shall apply to any User Generated Content that is Posted by you even though you are not the creator of such User Generated Content;
  - (e) you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post such material and to grant us all of the license rights granted by you under these Terms & Conditions;
  - (f) you shall fully indemnify us against all legal fees, damages and other expenses that may be incurred by us as a result of your breach of the above warranties; and
  - (g) you waive any moral rights in your User Generated Content for the purposes of its submission to and publication in the Tamago App and the purposes specified under these Terms & Conditions.



- 5.7 You understand and agree that whether or not your User Generated Content is Posted, we do not guarantee any confidentiality with respect to any User Generated Content.
- 5.8 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with all User Generated Content. We do not permit activities which will infringe any Intellectual Property Rights including copyright and we will remove all infringing Content and User Generated Content upon notification and verification that such Content or User Generated Content infringes any party's Intellectual Property Rights. We further reserve the right to remove any Content and User Generated Content without prior notice as stated in these Terms & Conditions.
- 5.9 You understand and agree that we may review and delete any User Generated Content Posted on the Tamago App at any time without notice, without liability and for any reason whatsoever, including any User Generated Content that we, in our sole judgment, believe (1) violates these Terms & Conditions, (2) might be offensive, inappropriate or illegal, or (3) might violate the rights of, harms, harasses, or threatens the safety of any other user.
- 5.10 Below is a partial, non-exhaustive list of the kind of User Generated Content that is illegal or prohibited on the Tamago App. The Posting of any of such User Generated Content by you may, in our sole discretion, result in the revocation, suspension and/or termination of the Licence and your use and/or access of the Tamago App/Tamago Service. In addition, we reserve the right to investigate and take appropriate legal action, in our sole discretion, against anyone who violates this provision, including without limitation, removing the offending communication from the Tamago App and reporting such violators to the appropriate legal authorities. Prohibited User Generated Content includes, but is not limited to, User Generated Content which, in our sole judgment:
- (a) is patently offensive, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - (b) creates a risk of loss or damage to any person or property, or harms or exploits any person (whether adult or minor) in any way, including via bullying, harassment or threats of violence;
  - (c) involves the transmission of "junk mail," "chain letters," "spam," or any other unsolicited mass mailing, e-mailing, or other communication;
  - (d) includes any information that (i) you know is false or misleading, (ii) promotes illegal activities or conduct that is abusive, or (iii) is threatening, obscene, defamatory, or libelous;
  - (e) constitutes or includes any illegal or unauthorized copy of another person's copyrighted or copyrightable work, including, but not limited to, (i) pirated computer programs or links to them, (ii) information which circumvents manufacturer-installed copy-protect devices, (iii) third party content that you are not licensed or authorized to use or reproduce; (iv) pirated music, images, or video, or links to pirated music, image, or video files, or (v) Content which otherwise violates the terms of Clause 4;
  - (f) displays pornographic or sexually explicit material of any kind;

- (g) includes material that exploits people under the age of 18 in a sexual or violent manner, or is intended to solicit personal information from anyone under 18;
- (h) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (i) solicits passwords or personally identifying information for commercial or unlawful purposes from other users;
- (j) constitutes or includes any promotion, sales or other commercial activity such as contests, sweepstakes, barter, or advertising;
- (k) promotes or encourages self-harming; or
- (l) breaches any Applicable Laws or regulations.

Even though all of the above User Generated Content is strictly prohibited, there is a small chance that you might become exposed to such items while using and/or accessing our Tamago Service.

5.11 Further restrictions on your use and/or access of our Tamago Service:

- (a) You must only use and/or access our Tamago Service in a manner consistent with any and all Applicable Laws and regulations.
- (b) Although we cannot monitor your conduct, it is a violation of these Terms & Conditions to use any information obtained through or from the Tamago Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other user without the prior explicit consent of such user and ASV.

5.12 **Copyright Protection Policy.** If you believe that your work has been copied and Posted on the Tamago App without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content Posted, please contact us at [ask@tamago.live](mailto:ask@tamago.live).

5.13 **User Disputes.** You are solely responsible for your interactions with other user(s). We reserve the right, although we have no obligation, to monitor disputes between you and other user(s), and to take any action that we feel may be appropriate in our sole discretion, consistent with the terms of these Terms & Conditions, including the termination of the Licence of one or more user(s). You acknowledge and agree that ASV does not and neither it is obliged to: (a) conduct any background checks or screenings of users of the Tamago App; or (b) inquire into the backgrounds of users of the Tamago App or verify the statements of users of the Tamago App. You shall be responsible at all times for your interactions with other users of the Tamago App, which may include without limitation meeting up with the other users or communicating with them on some other platform or channel outside the Tamago App. You shall be personally liable for any consequences arising from such interactions.

**6. VIRTUAL CURRENCY, GIFTS AND IN-SERVICE PURCHASES**

- 6.1 At times, the Tamago Service will permit you to buy or purchase, using real money/currency, for use solely within the Tamago Service: (a) virtual currency; or (b) virtual gifts, including but not limited to virtual (i) cakes and foodstuff (ii) flowers (iii) jewellery (iv) automobiles (v) fruits (together with virtual currency, "**Virtual Items**"). You may be allowed to gift the Virtual Items to other users of the Tamago App.
- 6.2 You expressly acknowledge and agree that you do not in fact have any ownership rights in, nor do you own, the Virtual Items, and the in-app value of any Virtual Items does not refer to any credit balance of real currency/money or its equivalent and the Virtual Items do not have any real value outside of the Tamago App. Your use of the Virtual Items within the functionalities of the Tamago Service is premised on a limited licence that ASV grants to you subject to your compliance with these Terms & Conditions.
- 6.3 All purchases of Virtual Items are subject to the payment terms and conditions of our Designated Partner (including without limitation through in-app purchases via the Apple iTunes Store or Google Play Store). ASV does not control or manage the payment process. You are advised to review the relevant terms and conditions of the Designated Partner before purchasing any Virtual Items.
- 6.4 Any virtual currency balance shown in your Tamago Account does not constitute a real world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license to use the Virtual Items within the Tamago Service. You will not be able to sell Virtual Items in exchange for virtual or real currency credited back to your Tamago Account, nor will you be able to receive a refund of virtual or real currency for Virtual Items (including any virtual currency), including if your access to the Tamago Service has been suspended, limited or terminated. You further agree that if you voluntarily delete your Tamago Account registered with ASV in relation to your use of the Tamago App, any Virtual Items purchased through such Tamago Account and/or Virtual Items gifted by other users to you shall not be restored or refunded to you and cannot be transferred if you subsequently register a new Tamago Account.
- 6.5 The gifting by you of Virtual Items to other users of the Tamago Service may result in some revenue to them as determined in ASV's sole discretion; however, ASV makes no guarantee that the amount or value of the Virtual Items you may give another will correlate to the revenue such user may receive from ASV.
- 6.6 ASV may in its sole discretion, allow users to redeem the Virtual Items within the functionality of the Tamago Service. Users will be able to access the redemption ratio of each Virtual Item by accessing the user's profile page in the Tamago App. Any payments to be made by ASV in connection with such redemption shall be made to your designated PayPal account or such other means as ASV shall provide from time to time and as notified to you. As such, you must therefore have a valid and verifiable PayPal account in order to receive payment from ASV. You may only redeem your Virtual Items if the in-app value of such Virtual Items in your Tamago Account exceeds SGD\$100.00. You shall be responsible to pay any and all applicable taxes including withholding taxes on each payment.

## **7. RIGHTS RESERVED BY ASV**

- 7.1 ASV shall be entitled at its sole discretion to revise the Tamago Service and the Subscription Fee at any time and will use reasonable endeavours to notify you of such revisions.
- 7.2 ASV reserves the right and shall be entitled at any time to:
- (a) add, delete or make changes to the Tamago Service;
  - (b) add or substitute alternative or new Content;
  - (c) terminate or discontinue any of the Content included in the Tamago Service;
  - (d) alter the number of Content, price and/or the offering of the Subscription-based parts of the Tamago Service;
  - (e) reduce the number of hours of the broadcast of any of the Content included in the Tamago Service;
  - (f) upgrade or update any software currently in use for the Tamago Service; and/or
  - (g) upload or download any data or information that may be transmitted via the Tamago Service.
- 7.3 ASV shall be under no liability whatsoever to you if any of the rights reserved in this Clause 7 are exercised by ASV and you shall remain liable to pay the applicable Subscription Fee for your Subscription-based parts of the Tamago Service in full.

## **8. YOUR REPRESENTATION, WARRANTY, COVENANT AND UNDERTAKING.**

- 8.1 You represent, warrant, covenant and undertake with ASV that:
- (a) You are eighteen (18) years of age or above, or of the age of majority in your country or territory.
  - (b) Any and all information provided by you to ASV is accurate and truthful.
  - (c) You shall use the Tamago Service only for lawful purposes and in accordance with these Terms & Conditions.
  - (d) You shall abide by all Applicable Laws and you are solely responsible for all acts or omissions that occur under your usage or under your Tamago Account, including the content of your communication through the Tamago Service. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all Applicable Laws regarding on-line communications in the country in which you reside.

- (e) You shall not use the Tamago Service in any manner that could damage, disable, overburden, or impair the Tamago Service (or the network(s) connected to the Tamago Service) or interfere with any other party's use and enjoyment of the Tamago Service. You may not attempt to gain unauthorized access to the Tamago Service, computer systems or networks connected to the Tamago Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Tamago Service. You shall not use the Tamago Service to harvest information about other users, including for the purpose of sending or to facilitate the sending of unsolicited bulk or other communications.
- (f) You shall be responsible for the payment of (i) the Subscription Fee (ii) charges for Content that is requested by you and/or (iii) any charges that ASV may stipulate from time to time and all applicable charges incurred as a result of your use of the Tamago Service, including but not limited to the use or misuse by an unauthorized third party, or any error, accidental use or loss.
- (g) You will not post or transmit through the Tamago Service any defamatory, harmful, obscene, threatening, pornographic or otherwise illegal material or material which would violate or infringe in any way upon ASV's rights or those of others (including Intellectual Property Rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are crude, racist, sexist, vulgar, or otherwise offensive. Always treat other users with respect.
- (h) You will not post or otherwise make available on the Tamago Service any material which you do not own without the express licence or permission of the owner of the material.
- (i) The Tamago Service will be used solely for private and personal viewing and the Tamago Service will not be displayed in a public place, hotel, pub, bar, restaurant, club, cafe or other commercial establishments. You will not resell the Tamago Service or impose any charge on others to view the Tamago Service, nor will you rebroadcast, reproduce, transmit, compress, modify, perform, display, record, publicly perform, duplicate, distribute, tamper, interfere, impose, remove, alter, add or delete the Tamago Service in any form whatsoever. You will not record, copy or reproduce the Tamago Service or any part thereof other than solely for the purpose of domestic and private use and viewing as permitted by the relevant copyright laws (as amended or replaced from time to time). You will not use the Tamago Service in any way not authorized by these Terms & Conditions.
- (j) You will immediately notify ASV of any change in any information provided or communication made to ASV, as well as the discovery of any theft, piracy or other unauthorized usage of the Tamago Service or any fraud against ASV. In such cases, you shall report immediately to ASV when you discover any fraud,

theft, loss, unauthorized use or any other occurrence of unlawful activities in relation to the Tamago Service and lodge a police report if required to do so and provide a copy of such police report to ASV.

- (k) You consent to ASV upgrading and/or updating software currently used for the Tamago Service at any time at its sole and absolute discretion.
- (l) You shall not resell or sublet or transfer or provide the Tamago Service and/or the Content to anyone.
- (m) You shall adhere to all instructions and notices given by ASV from time to time in respect of the use of the Tamago Service.

## **9. PERSONAL DATA**

- 9.1 You consent to the collection, use and processing of any and all of your Personal Data, in accordance with the Tamago Privacy Policy available at [www.tamago.tv/privacy-policy](http://www.tamago.tv/privacy-policy) for the purposes of (i) providing the Tamago Service and the Content; (ii) processing any payments or other transactions under your Tamago Account (ii) marketing to you any products or services of ASV, its affiliates and/or ASV's business partners (including ASV), including any promotional campaigns; (iii) complying with any statutory or legal obligations under any Applicable Laws; (iv) credit checking; and (v) any other activities which are ancillary to the Tamago Service and Content.
- 9.2 You also consent to the disclosure by ASV, in accordance with the Tamago Privacy Policy available at [www.tamago.tv/privacy-policy](http://www.tamago.tv/privacy-policy), of any and all of your Personal Data to (i) ASV's affiliates; (ii) any telecommunications provider or technology provider which ASV has an arrangement with in connection with the Tamago Service and Content including ASV; (iii) ASV's agents, auditors and advisers and those of ASV's affiliates; (iv) ASV's Designated Partner(s); (v) any other parties which provides retail products and services (for the purposes of marketing activities); (vi) any organization which provides credit checking services; and (vii) any entity or person, the disclosure to which is reasonably necessary or desirable for the provision of the Tamago Service. You also consent to the transfer by ASV of the Personal Data to locations outside your jurisdiction for any of the purposes set out above.
- 9.3 If ASV processes any Personal Data on your behalf when providing you with access to Tamago App and/or the Tamago Service, the Parties record their intention that ASV shall be your data intermediary. You agree to the following:
- (a) that the Personal Data may be transferred or stored outside your jurisdiction to ASV's third party service providers or agents, in order to carry out or for the

purpose of the Tamago Service, or for the purposes set out in the Tamago Privacy Policy;

- (b) you shall ensure that ASV may lawfully use, process and transfer the Personal Data in accordance with these Terms & Conditions on your behalf; and
- (c) you shall ensure that the individuals whose Personal Data are being transferred overseas have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

9.4 ASV may also disclose your Personal Data when it is required or requested to do so by law, a court order or an order from any government or law enforcement authority or regulatory agency; if ASV reasonably believes that it had a lawful right to disclose your Personal Data to any third party or that it would have had your consent for such disclosure if you had known of the same; and/or if ASV's disclosure to any third party is in the public interest.

9.5 Provision of all of your Personal Data as may be requested by ASV is required for the processing of your use of Tamago Service. Failure to provide the same may result in ASV not being able to provide the Tamago Service to you.

9.6 You represent and warrant that:

- (a) for Personal Data of any third party individuals that you disclose to ASV, that you would have prior to disclosing such personal data to ASV obtained consent from the individuals whose Personal Data are being disclosed, to:
  - (i) permit you to disclose the individuals' Personal Data to ASV for the purposes as set out in this Clause 9; and
  - (ii) permit ASV to collect, use, disclose and/or process the individuals' personal data for the purposes as set out in this Clause 9 and in accordance with the Tamago Privacy Policy, including disclosing the said Personal Data to ASV's third party service providers or agents, which may be sited overseas;
- (b) any Personal Data of individuals that you will be or are disclosing to ASV are true and accurate.

## **10. LICENCE GRANT**

10.1 You agree and acknowledge that ASV gives you a personal, limited, non-transferable, non-sublicensable, non-assignable, terminable, revocable and non-exclusive license to install and use the Tamago App for your personal non-commercial use on compatible Devices that you own and/or control (the "**Licence**"). Any commercial use is prohibited. For the avoidance of doubt, the Tamago App is licensed, not sold, to you by ASV pursuant and subject to these Terms & Conditions. ASV reserves all rights not expressly granted to you herein.

- 10.2 You are expressly prohibited from sub-licensing, renting, leasing, transferring or otherwise distributing the Tamago App or rights to use the Tamago App. These Terms & Conditions shall commence on the date that you install or otherwise use the Tamago App.
- 10.3 Your right to use the Tamago App is limited to the Licence, and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Tamago App or any component of it, except as expressly authorized by ASV. You are prohibited from making a copy of the Tamago App available on a network where it could be used or downloaded by multiple users.
- 10.4 You shall not decompile, disassemble, and attempt to extract the source code or reverse engineer the Tamago App, or any component thereof, by any means whatsoever.
- 10.5 The Tamago App may not be available for all Devices. You assume all responsibility to find out information regarding the end-user equipment and software necessary to use and/or access the Tamago Service and you shall assume all risks associated therewith.

## 11. **THIRD PARTY SERVICES**

- 11.1 The Tamago Service may provide a link or a platform to third party applications, websites and/or services to make available certain services to you ("**Third Party Services**") and your use of these Third Party Services is subject to their terms of use. We, therefore, encourage you to read the Third Party Services' terms of use, privacy policy and other terms and conditions before using or accessing such Third Party Services. ASV shall not be responsible if the Third Party Services are not working properly.
- 11.2 Such Third Party Services are provided to you only as a matter of convenience and as such, we do not provide any form of representation and/or warranty, whether express or implied, for the use of such Third Party Services. We have no control over such Third Party Services and resources and we shall not be responsible for the contents, privacy policies, practices of any Third Party Services or advertisement, including without limitation to any other link contained in the Third Party Services and we do not endorse any content, advertising, products, or other materials on or available from such Third Party Services or resources. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Third Party Services, and for taking precaution to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature. By using the Tamago Service, you expressly relieve us from any and all liability arising from your use of any Third Party Services.
- 11.3 Any dealings with third parties (including advertisers) over the Third Party Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser, merchant or other third party. You agree that ASV shall not be responsible or liable, directly or



indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. The purchase of any product or service from a merchant from any one or more of the Third Party Services is a transaction solely between you and that merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible merchant.

## **12. PARENTAL ADVISORY**

If you are under the age of 18, please review these Terms & Conditions with your parents. The Tamago Service is not designed for use by children under the age of 18 as the Tamago Service may provide access to content that contains explicit content including use of profane language and/or sexual references. Parental discretion is advised for all users below 18. By accessing and/or using the Tamago Service, you represent and warrant that you are above 18 and have the right, authority and capacity to enter into these Terms & Conditions and abide by all of the terms and conditions of the Terms & Conditions.

## **13. ALTERATION TO THE SERVICES AND TERMINATION**

- 13.1 ASV may amend all or part of the Tamago App or Tamago Services including the contents therein at any time.
- 13.2 Without limiting anything herein contained, ASV reserves the right to cancel, withdraw, suspend or terminate your use and/or access to the Tamago Service or any Content (including, without limitation, to withhold and/or to refuse the redemption of any Virtual Items) therein for any reason whatsoever at ASV's sole discretion, without liability and notice to you.
- 13.2 In furtherance to the above, ASV reserves the right under the Terms & Conditions, to cancel, withdraw, suspend or terminate your use of and/or access to the Tamago Service without notice to you and without liability if:-
- (a) ASV suspects fraudulent use, which may include without limitation attempting to artificially obtain Virtual Items by gaming/abusing/manipulating the system to take advantage of any loopholes within the Tamago Service;
  - (c) You materially violate these Terms & Conditions, any of our Designated Partner's terms and conditions, any Applicable Law, rule or regulation relating to the use of and/or access to the Tamago Service;
  - (d) any law, regulation or governmental action renders all or any portion of the Tamago Service unlawful or impracticable;

- (e) Your use of and/or access to the Tamago Service impairs or threatens to impair the integrity or functionality of our network in any manner; or
  - (f) ASV in its sole discretion has determined that you have violated and acted inconsistently with the spirit of these Terms & Conditions.
- 13.3 The termination of these Terms & Conditions, the Licence, or the provision of the Tamago Service to you for any reason shall not release you from any liability which at the time of termination has already accrued, including the payment of any outstanding Subscription Fee. ASV's right to suspend or terminate the Tamago Service shall be without prejudice to any other rights or remedies which ASV may have under these Terms & Conditions. You agree that ASV shall not be liable to you or any third party for any cancellation, withdrawal, suspension or termination of your use and/or access to the Tamago Service and you hereby release ASV from any liability whatsoever.
- 13.4 Upon termination, you agree that you shall immediately stop accessing or using in any way (or attempting to access or use) the Tamago Service and you agree not to circumvent, avoid, or bypass the restriction of access or otherwise restore or attempt to restore such access or use.
- 13.5 Any termination of these Terms & Conditions (howsoever occasioned) shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

#### **14. EXCLUSION OF ASV'S LIABILITY**

- 14.1 ASV is neither responsible nor liable to you for any interruptions, suspension or termination of the Tamago Service and Content for any reason whatsoever, whether or not within ASV's control, including but not limited to the failure of power, transponders, satellite or satellite transmissions, satellite ground control equipment, signal processing and uplink equipment, acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, sun or other weather outages, explosion, acts or regulations by the government (including the withdrawal of consents, permits or licences) or failure, termination or cessation by third parties to provide the Content included in the Tamago Service and any force majeure reasons. ASV will not be liable to you for any refunds of the Subscription Fee paid, or any other claims or for any costs incurred by you in obtaining substitute services, nor for any loss of profits or business or other direct, special, indirect, incidental or consequential damages, even if ASV has been advised in advance that such loss may occur.
- 14.2 ASV makes no warranties or representations whatsoever with respect to the Content included in the Tamago Service, in particular ASV does not guarantee the sequence, accuracy, completeness, timeliness or the security of any data or information contained in the Tamago Service and shall not be liable for any claim arising out of any act or omission by ASV or any act or omission by you, including claims for loss or damage, libel, slander, personal injury, damage to property or any other loss arising howsoever

caused. For the avoidance of doubt, ASV does not exclude its liability for death or personal injury caused from its negligence.

- 14.3 The Tamago Service is provided on “as is” and “as available” basis. You acknowledge that your use of the Tamago Service and any information obtained through the Tamago Service shall be at your own risk without warranties of any kind in relation to the Tamago Service including but not limited to availability, accessibility, timeliness or security of any content or information transmitted or obtained using the Tamago Service or provided to you as part of the Tamago Service, as well as merchantability, fitness for a particular purpose, title and non-infringement to the fullest extent allowed by law.
- 14.4 You understand and acknowledge that the transmission of information through telecommunications channels is unpredictable in nature and depends on, amongst other issues inter alia, (i) third party telecommunications operators, and (ii) the proper maintenance of your receiving equipment. ASV neither guarantees nor warrants that the Tamago Service will be free from any fault, error or interruption nor will ASV be liable for any inability to use or access the Tamago Service, or for the interruption, delay or failure of the Tamago Service.
- 14.5 To the fullest extent permitted by law, ASV will not be liable to you or any person claiming through you for any costs, loss or damages (whether direct or indirect), or for loss of revenue or profits or for any special or consequential loss, loss of data, loss of business or loss of anticipated savings of any nature whatsoever (even if ASV had been advised of the possibility of such losses) due to any non-performance of ASV’s obligations including but not limited to:-
- (a) use or inability to use or access the Tamago Service for whatever reasons such as telecommunications failure, adverse weather conditions, electromagnetic interference, equipment failure or congestion in the Tamago Service network, the quality of the Tamago Service, information available or obtained via the Tamago Service or arising out of any action taken in response to or as a result of such information available or obtained via the Tamago Service;
  - (b) any upgrading or modification to the Tamago Service as deemed necessary by ASV;
  - (c) any act, omission, error, default by ASV and/or ASV’s related companies, its officers, employees and agents in relation to the Tamago Service, save for any death or personal injury caused by ASV’s negligence;
  - (d) any claim for libel, slander, infringement of any Intellectual Property Rights arising from the transmission and receipt of material in connection with the Tamago Service and any claims arising out of any act, omission, negligence or default by you in relation to any part of the Tamago Service;
  - (e) any interruption, suspension, termination, malfunction, unauthorized use, defect or loss of the Tamago Service for any reason whatsoever;

- (f) any loss, distortion or corruption of data arising out, or from the use, of the Tamago Service;
  - (g) the use of any equipment (whether provided by ASV or otherwise) which does not guarantee reliability and signal strength quality; and/or
  - (h) any inconvenience caused to you.
- 14.6 ASV assumes no responsibility for the activities or conduct of other users of Tamago App.
- 14.7 Where ASV's liability is not expressly excluded under these Terms & Conditions or under any Applicable Laws, ASV's liability to you in contract, tort (including negligence) or otherwise howsoever and whatever the cause thereof, arising out of or in connection with these Terms & Conditions, the Tamago App and/or the Tamago Services, shall be limited to a maximum aggregate amount of USD 50 (fifty).

## **15. PROPRIETARY RIGHTS**

### Copyright

- 15.1 The Tamago Service and its Content are protected by trademark, copyright, or other intellectual property laws and international treaties. Any unlawful use of the Tamago Service and Content is strictly prohibited. You agree that the Content is intended only for your personal viewing and that any reproduction, communication, rental, performance, redistribution or recording in any form or format of the Content or any party thereof whether for commercial reason or otherwise is strictly prohibited by these Terms & Conditions or by any law and may result in severe civil and/or criminal actions or penalties.
- 15.2 You acknowledge that ASV or third parties own all rights, title and interest in and to the Tamago App and technology comprised in the Tamago Service, including without limitation software and portions thereof, and all Intellectual Property Rights thereto, and you shall not do or permit any act which is directly or indirectly likely to prejudice the rights, title or interest of the said rightful owner(s) in and to any of the aforesaid. Unless otherwise expressly permitted by mandatory applicable law, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, the Tamago App. You shall not rent, lease, lend, sell, redistribute or sub-license, the Tamago App. Without prejudice to the generality of the foregoing, you shall not use in any way and shall not reproduce the Names, Trade Marks, or any other trade marks that are associated with the Tamago App or the Tamago Service or that you have sight of when using the Tamago Service, without the prior written consent of ASV.
- 15.3 You undertake that you shall not use and you shall not allow the use of, the Trade Marks or Names in any of the following ways:

- (a) as part of any corporate or legal business name, which you are connected with, involved in or participating in;
  - (b) in connection with any of your services or activities;
  - (c) as part of any domain name, homepage, electronic address, metatag, or otherwise in connection with the Internet or a website, except with the prior written consent of ASV; and/or
  - (d) with any prefix, suffix, or other modifying words, terms, designs, or symbols.
- 15.4 No logo, graphic, sound or image found in the Tamago Service may be copied or retransmitted unless we expressly allow it in writing.
- 15.5 You agree to not remove, obscure, or alter ASV's or any third party's copyright notices, trade marks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Tamago App.
- 15.6 You agree and undertake that:
- (a) all rights, title, interest and any goodwill in the Name and/or Trade Mark, or any derivatives thereof, belong exclusively and wholly to ASV and that you shall not under any circumstances gain any right to or interest or goodwill in the Name and/or Trade Mark or any derivatives thereof independently of ASV; an
  - (b) you shall not register domain names associated with the Name and/or the Trade Mark, or any derivatives thereof, or any name that is confusingly similar to any of them including any visual or phonetic equivalent or other derivation thereof (hereinafter referred to as "**Domain Names**") and that ASV shall retain at all times all legal and beneficial rights, title and interest in the Domain Names.
- 15.7 You shall not at any time, including in the event of a termination of these Terms & Conditions, use, adopt, register or apply to register, in any country, any name, corporate name, company name, business name, trading name, domain name, or trade mark which:
- (a) is identical, similar to, or is a colourable imitation of, the Trade Marks and/or of the Names;
  - (b) incorporates the Trade Marks and/or Names, or is a combination or variation of the Trade Marks and/or Names; or
  - (c) is similar to any graphic, visual or phonetic representation of the Trade Marks and/or Names.

## 16. INDEMNITY

- 16.1 You agree to indemnify, defend and hold ASV, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information/service providers to the Tamago Service harmless from and against all losses, expenses, damages and costs, including legal fees, resulting from or arising out of:

- (a) your use of or conduct or access to the Tamago App/Tamago Service;
- (b) your violation of these Terms & Conditions;
- (c) your violation of any third party right, including without limitation any Intellectual Property Rights, copyright, property rights or privacy rights; or
- (d) your failure to comply with any Applicable Laws or regulations.

This indemnification obligation will survive the termination of these Terms & Conditions and your use of the Tamago App/Tamago Service.

- 16.2 The provisions of these clauses are for the benefit of ASV and its officers, directors, employees, agents, shareholders, licensors and suppliers to the Tamago Service. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

## **17. GENERAL TERMS**

- 17.1 These Terms & Conditions shall be governed by the laws of Singapore, without reference to conflict of laws principles. Any dispute between you and ASV regarding these Terms & Conditions will be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) 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 clause, and you expressly waive all defences to jurisdiction. The seat of arbitration shall be in Singapore. The Tribunal shall consist of one arbitrator and the language of arbitration shall be English.
- 17.2 The Tamago Service may be interrupted, in whole or in part, in a case of force majeure (being events outside the control of either you or ASV) or during periods of maintenance or for any other reason whatsoever. Without prejudice to Clause 14, ASV and its affiliates cannot be held liable for any loss or damages caused directly or indirectly by the interruption of all or part of the Tamago Service in the case of force majeure or for any other reason, nor loss of revenue, profits, contracts, reputation, nor for any consequential loss of any kind. For the avoidance of doubt, ASV does not exclude its liability for death or personal injury caused from its negligence.
- 17.3 These Terms & Conditions herein constitute the entire agreement between you and ASV with respect to the subject matter hereof, and supersedes all previous oral or written agreements or understanding between you and ASV, and no advice or information, whether oral or written, obtained by you (whether before or after the date you accept these Terms & Conditions) shall create any obligation or warranty on our part not expressly stated herein. You may also be subject to additional terms and conditions that may apply when you use any services offered by ASV’s subsidiaries or affiliates, third party content or third party software. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms & Conditions.

17.4 ASV's failure to insist upon or enforce strict performance of any provision of these Terms & Conditions shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by ASV in writing.

17.5 If any provision of these Terms & Conditions is held invalid, the remainder of these Terms & Conditions will continue in full force and effect, and if any provision(s) of these Terms & Conditions is held by a court of competent jurisdiction to be contrary to law or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

17.6 You may contact ASV at:

Company name : Asia Sports Ventures Pte. Ltd.  
Address : 192 Waterloo Street, #05-01 Sky Line Building, Singapore  
(187966)  
Attn: Head of Tamago  
Email : [yubin\\_ng@astro.com.my](mailto:yubin_ng@astro.com.my)

Any notice that ASV intends to give to you may be carried out by sending such notice to you through the Tamago App or to any contact information you may have provided ASV with through the Tamago App or otherwise. You are deemed to have received notice of the same upon ASV sending such notice to you through the Tamago App or to any contact information you may have provided ASV with through the Tamago App or otherwise.

17.7 Nothing in these Terms & Conditions shall create or be deemed to create a partnership, joint venture or an agency relationship between you and ASV.

17.8 ASV may assign these Terms & Conditions to any party at any time without notice to you and these Terms & Conditions shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees. The rights to use the Tamago Service and the Tamago App are personal to you, and you may not transfer or assign to a third party any of your rights and obligations as defined in these Terms & Conditions.

17.9 You may not assert any claim against ASV in connection with these Terms & Conditions unless you have given ASV written notice of the claim within fourteen (14) days after you knew or should have known of the facts giving rise to such claim. You agree that any cause of action arising out of or related to these Terms & Conditions must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. For the avoidance of doubt, this restriction does not apply to any claim by ASV against you.

17.10 These Terms & Conditions may be translated into a local language. In the event of any inconsistency or different interpretation between the local language version and English versions of these Terms & Conditions, the English version will prevail and the local language version is deemed to be automatically amended to conform to the relevant English version.

## **18. Additional Terms for Google Play**

18.1 If Tamago App has been downloaded from Google Play, you agree to comply with any applicable terms and conditions of the same, as may be amended from time to time, including but not limited to the “Google Play Terms of Service” which can be found at:

<https://play.google.com/about/play-terms.html>

18.2 You also agree that you will not use Tamago App in any way that would result in or cause the Application and/or ASV to be in violation of any terms and conditions applicable to developers and applications on Google Play, as may be amended from time to time, including but not limited to the “Google Play Developer Programme Policies” and the “Google Play Developer Distribution Agreement” which can be found at:

<https://play.google.com/about/developer-content-policy.html>

<https://play.google.com/about/developer-distribution-agreement.html>

## **19. Additional Terms for Apple Store**

19.1 If Tamago App has been downloaded from the Apple Store or iTunes, you agree to comply with any applicable terms and conditions of the same, as may be amended from time to time, including but not limited to the “iTunes Store Terms and Conditions” which can be found at:

<http://www.apple.com/legal/internet-services/itunes/sg/terms.html>

19.2 You also agree that you will not use the Application in any way that would result in or cause the Application and/or ASV to be in violation of any terms and conditions applicable to developers and applications on the Apple Store or iTunes, as may be amended from time to time, including but not limited to the “App Store Review Guidelines” and the “Instructions for Minimum Terms of Developer’s End-User License Agreement” which can be found at:

<https://developer.apple.com/app-store/review/guidelines/>

<http://www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/>

19.3 The following additional terms and conditions shall apply if the Tamago App has been downloaded from the Apple Store or iTunes and is intended for use on an Apple iOS-powered Device.



- (a) You acknowledge that these Terms & Conditions are between you and ASV only, and not with Apple and/or any of its local entities.
  - (b) ASV, and not Apple, is solely responsible for the Tamago App, any Content, and/or the provision of the Tamago Service. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to the same. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to Tamago App, any Content, and/or the provision of the Tamago Service.
  - (c) You agree that ASV, and not Apple, is responsible for addressing any claims by you or any third-party relating to Tamago App, any Content, and/or the provision of the Tamago Service or your possession and/or use of the same.
  - (d) You agree that ASV, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to Tamago App, any Content, and/or the provision of the Tamago Service or your possession and/or use of the same.
  - (e) You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
  - (f) You agree to comply with all applicable third-party terms of agreement when using Tamago App, any Content, and/or the provision of the Tamago Service (e.g., you must not be in violation of your network service provider's terms of agreement when using the Tamago App, any Content, and/or the provision of the Tamago Service).
  - (g) The Parties agree that Apple is a third-party beneficiary to these Terms & Conditions as they relate to your license of Tamago App, any Content, and/or the provision of the Tamago Service. Upon your acceptance of these Terms & Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms & Conditions against you as they relate to your license of Tamago App, any Content, and/or the provision of the Tamago Service as a third-party beneficiary thereof.
- 19.4 You acknowledge and agree that if any of the terms and conditions of these Terms & Conditions are inconsistent with Apple's "Instructions for Minimum Terms of Developer's End-User License Agreement", the terms and conditions of Apple's "Instructions for Minimum Terms of Developer's End-User License Agreement" shall prevail.