

# Terms of Service

## 1) Definitions

In these Terms of Service (“TOS”), the following words and expressions shall have the following meanings:

**PERPETUA TECH PTE LTD** is the company providing the Acro Enterprise™ Online ERP Service. Clause 3 defines the description of the Acro Enterprise™ Online ERP Service.

**Customer** means any authorized person who applies or subscribes for or utilizes the Acro Enterprise™ Online ERP Service.

**Content** means all the types of data registered and/or input by the Customer, User and any person not employed officially in PERPETUA TECH PTE LTD in the Acro Enterprise™ Online ERP Service.

**Users** means any person(s) authorized by the Customer to utilize SaaS available on the Acro Enterprise™ Online ERP Service.

**SaaS** means Software as a Service, a software application delivery model where a software vendor develops a web-native software application and hosts and operates (either independently or through a third-party) the application for use by end Customers over the Internet.

## 2) Acceptance of Terms

PERPETUA TECH PTE LTD provides the Acro Enterprise™ Online ERP Service (defined in Clause 3) to you subject to the following TOS. By accessing and using the Acro Enterprise™ Online ERP Service, you **ACCEPT** and **AGREE** to be bound by the terms and provision of the TOS. In addition, when using Acro Enterprise™ Online ERP Service, you and PERPETUA TECH PTE LTD shall be subject to any posted guidelines or rules applicable to such Acro Enterprise™ Online ERP Service, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

## 3) Description of Acro Enterprise™ Online ERP Service

Acro Enterprise™ Online ERP Service is the online ERP system provided by PERPETUA TECH PTE LTD, with optional modules ranging from purchasing and inventory management, workforce management and payroll management, safety management, to CRM and HR management. You understand and agree that the Acro Enterprise™ Online ERP Service may include certain communications from perpetuatech.net, such as Acro Enterprise™ Online ERP Service announcements, administrative messages and these communications are considered part of Acro Enterprise™ Online ERP Service membership and you will not be able to opt out of receiving them. You also agree to accept any new features which augment or enhance the current Acro Enterprise™ Online ERP Service, including the release of new Acro Enterprise™ properties, which are binding to the TOS. You are responsible for obtaining access to the Acro Enterprise™ Online ERP Service, and that access may involve third-party fees (such as Internet Service provider or airtime

charges). In addition, you must provide and are responsible for all equipment necessary to access the Acro Enterprise™ Online ERP Service.

## **4) Acro Enterprise™ Online ERP Service Requirements and Limitations**

4.1) The Customer acknowledges that Acro Enterprise™ Online ERP Service availability is subject to the following conditions:

(a) technical capability of the PERPETUA TECH PTE LTD network and delivery systems at the time at which the Acro Enterprise™ Online ERP Service is requested or delivered; and provisioning time that is required by PERPETUA TECH PTE LTD to provide the Acro Enterprise™ Online ERP Service; and

(b) the Customer shall ensure that all Customer-provided equipment on its premises that connects to the Acro Enterprise™ Online ERP Service will perform according to published technical specifications for such equipment and Acro Enterprise™ Online ERP Service's interface and its other specifications.

4.2) The Customer acknowledges:

(a) it must procure and maintain at its own expense any equipment, software, operating conditions and/or specifications needed to implement, receive and/or use the Acro Enterprise™ Online ERP Service, unless PERPETUA TECH PTE LTD expressly agrees otherwise in writing; and

(b) the technical means by which PERPETUA TECH PTE LTD supplies the Acro Enterprise™ Online ERP Service is at PERPETUA TECH PTE LTD's sole discretion.

4.3) The Customer shall not:

(a) through the use of the Acro Enterprise™ Online ERP Service infringes PERPETUA TECH PTE LTD or any third party's copyright or other intellectual property rights pertaining to the information or resources available nor shall the Customer retain such information or resources for re-use in any computer system or otherwise; and/or

(b) use the Acro Enterprise™ Online ERP Service to access information or resources which are private to individuals and/or organisations unless permission to do so has been granted by the owners or holders of the rights to such resources and information

4.4) If the Customer reports a fault and, following investigation by PERPETUA TECH PTE LTD, either no fault is found or PERPETUA TECH PTE LTD determines that the fault is not with the PERPETUA TECH PTE LTD network or equipment, then PERPETUA TECH PTE LTD may charge the Customer a fee for the fault report at PERPETUA TECH PTE LTD's then prevailing rate.

4.5) The Customer shall ensure that the Acro Enterprise™ Online ERP Service supplied under this Agreement is only used for Customer's own consumption within its own organisation and that it will not re-supply the Acro Enterprise™ Online ERP Service to its

own Customers or any third parties, unless stated otherwise by PERPETUA TECH PTE LTD. In the event that the Customer breaches this clause, PERPETUA TECH PTE LTD may terminate the Acro Enterprise™ Online ERP Service and all SaaS associated with the Customer's account, immediately without any liability to PERPETUA TECH PTE LTD whatsoever, including in damages or otherwise. PERPETUA TECH PTE LTD reserves the right to also seek compensation from the Customer in respect of any loss and damage incurred.

4.6) The Customer shall be solely responsible for the use and consequences of the Acro Enterprise™ Online ERP Service and for any content, information, data or the like stored by the Customer, in or disseminated through any Customer account(s). For avoidance of doubt, Customer account(s) includes any and all accounts assigned by the Customer. In no event will PERPETUA TECH PTE LTD be responsible to the Customer or any other parties for any loss, corruption, destruction or alteration of any content, data, information or the like stored by the Customer via the Acro Enterprise™ Online ERP Service.

4.7) PERPETUA TECH PTE LTD may, at any time and with notice, temporarily suspend the Acro Enterprise™ Online ERP Service for operational reasons such as repair, maintenance, upgrade or improvement of the Acro Enterprise™ Online ERP Service or because of an emergency. PERPETUA TECH PTE LTD will restore the Acro Enterprise™ Online ERP Service as soon as reasonably practicable. PERPETUA TECH PTE LTD may also modify the Acro Enterprise™ Online ERP Service in order to keep pace with the prevailing demands and technological developments, at its discretion and without any notice to Customer. The use of the Acro Enterprise™ Online ERP Service is subject to any instructions, notices and directions of PERPETUA TECH PTE LTD as may be given from time to time.

## **5) Customer Account, Password and Security**

The Customer will receive a password, and account designation upon completing the Acro Enterprise™ Online ERP Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify PERPETUA TECH PTE LTD of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. PERPETUA TECH PTE LTD cannot and will not be liable for any loss or damage arising from your failure to comply with aforementioned.

## **6) Customer Conduct**

The Customer understands that all information, data, text or other materials ("Content") are the sole responsibility of the person from whom such Content originated. This means that you, and not PERPETUA TECH PTE LTD, are entirely responsible for all Content that you and your appointed Users to transmit or otherwise make available via the Acro Enterprise™ Online ERP Service. PERPETUA TECH PTE LTD does not control the Content posted via the Acro Enterprise™ Online ERP Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Acro Enterprise™ be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via Acro Enterprise™ Online ERP

Service.

You acknowledge, consent and agree that Acro Enterprise™ Online ERP Service may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for Customer service; or (v) protect the rights, property or personal safety of PERPETUA TECH PTE LTD, its employees and the public.

You understand that the Acro Enterprise™ Online ERP Service and software embodied within the Acro Enterprise™ Online ERP Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by PERPETUA TECH PTE LTD and/or content providers who provide content to the Acro Enterprise™ Online ERP Services. You may not attempt to override or circumvent any of the usage rules embedded into the Acro Enterprise™ Online ERP Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Acro Enterprise™ Online ERP Services, in whole or in part, is strictly prohibited.

## **7) Contributions to Acro Enterprise™ Online ERP Service**

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Acro Enterprise™ Online ERP Service through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) PERPETUA TECH PTE LTD is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) PERPETUA TECH PTE LTD shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) PERPETUA TECH PTE LTD may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of PERPETUA TECH PTE LTD without any obligation of PERPETUA TECH PTE LTD to you; and (f) you are not entitled to any compensation or reimbursement of any kind from PERPETUA TECH PTE LTD under any circumstances.

## **8) Indemnity**

You agree to indemnify and hold PERPETUA TECH PTE LTD and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through Acro Enterprise™ Online ERP Services, your use of Acro Enterprise™ Online ERP Services, your connection to Acro Enterprise™ Online ERP Services, your violation of the TOS, or your violation of any rights of another.

## **9) General Practices regarding Use and Storage**

The Customer acknowledges that PERPETUA TECH PTE LTD reserves the right to log off inactive accounts after expiry of all licenses for 6 months. You further acknowledge that PERPETUA TECH PTE LTD reserves the right to modify these general practices and limits from time to time.

## **10) Termination**

The Customer may terminate Acro Enterprise™ Online ERP Service account, Acro Enterprise™ Online ERP Service by submitting such termination request to PERPETUA TECH PTE LTD without any refund of unused license(s) or before the expiry date(s) of license(s).

You agree that PERPETUA TECH PTE LTD may, without prior notice, immediately terminate, limit your access to or suspend your Acro Enterprise™ Online ERP Service account, and access to the Acro Enterprise™ Online ERP Service. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Acro Enterprise™ Online ERP Service (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) non-payment of any fees owed by you in connection with the Acro Enterprise™ Online ERP Service. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in PERPETUA TECH PTE LTD's sole discretion and that PERPETUA TECH PTE LTD shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Acro Enterprise™ Online ERP Service.

Termination of your Acro Enterprise™ Online ERP Service account includes any or all of the following: (a) removal of access to all or part of the offerings within the Acro Enterprise™ Online ERP Service and (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof).

## **11) Acro Enterprise™'s Proprietary Rights**

The Customer acknowledges and agrees that the Acro Enterprise™ Online ERP Service and any necessary software used in connection with the Acro Enterprise™ Online ERP Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

PERPETUA TECH PTE LTD grants you a personal, non-transferable and non-exclusive right and license to use the Software on your designated computers or mobile devices; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to access the Software by any means other than through the interface that is provided by PERPETUA TECH PTE LTD for use in accessing the Software.

## **12) Disclaimer of Warranties**

The Customer expressly understands and agrees that:

Your use of Acro Enterprise™ Online ERP Service and software are at your sole risk. Acro Enterprise™ Online ERP Service and software are provided on an "as is" and "as available" basis. PERPETUA TECH PTE LTD and its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

PERPETUA TECH PTE LTD and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the Acro Enterprise™ Online ERP Service or software will meet your requirements; (ii) the Acro Enterprise™ Online ERP Service or software will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the Acro Enterprise™ Online ERP Service or software will be accurate or reliable; (v) the quality of any products, services, information or other material purchased or obtained by you through the Acro Enterprise™ Online ERP Service or software will meet your expectations; and (v) any errors in the Acro Enterprise™ Online ERP Service will be corrected.

## **13) Limitation of Liability**

The Customer expressly understands and agrees that PERPETUA TECH PTE LTD and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any punitive, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if PERPETUA TECH PTE LTD has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Acro Enterprise™ Online ERP Service; (b) the cost of procurement of substitute goods and services; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the Acro Enterprise™ Online ERP Service; or (e) any other matter relating to the Acro Enterprise™ Online ERP Service.

## **14) Notice**

Acro Enterprise™ Online ERP Service may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Acro Enterprise™ Online ERP Service, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the Acro Enterprise™ Online ERP Service in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Acro Enterprise™ Online ERP Service in an authorized manner.

## **15) Trademark Information**

The Customer agrees that all of PERPETUA TECH PTE LTD's trademarks, trade names, service marks and other Acro Enterprise™ logos and brand features, and product and service names are trademarks and the property of PERPETUA TECH PTE LTD. Without PERPETUA TECH PTE LTD's prior permission, you agree not to display or use in any manner the Acro Enterprise™ Online ERP Service Marks

## **16) General Information**

16.1) Entire Agreement. The TOS constitutes the entire agreement between you and PERPETUA TECH PTE LTD and governs your use of the Acro Enterprise™ Online ERP Service, superseding any prior version of this TOS between you and PERPETUA TECH PTE LTD with respect to the Acro Enterprise™ Online ERP Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Acro Enterprise™ Online ERP Service, affiliate services or third-party software.

16.2) Waiver and Severability of Terms. The failure of PERPETUA TECH PTE LTD to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

16.3) Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Acro Enterprise™ Online ERP Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.