

User's Terms & Conditions

These terms and conditions (“Terms and Conditions”) govern your use of www.hoolah.co (the “Company Site”) and your relationship with hoolah Holdings PTE. LTD. (the “Company”, “we” or “us”). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not register or use the Company Site. If you have any questions on the Terms and Conditions, please contact support@hoolah.co.

All card payments are subject to authorisation by your card issuer. If you select to pay by credit or debit card, we will process the payment immediately when you order with the merchant has been confirmed.

PRIVACY POLICY

1 Introduction

- 1.1 **Hoolah Holdings PTE. LTD (“hoolah”)** takes the privacy of your information very seriously. We are committed to protecting your personal information in accordance with the Personal Data Protection Act 2012 (“**PDPA 2012**”).
- 1.2 This Privacy Policy explains how we use, disclose, and protect the personal information collected about you via **www.hoolah.co** (referred to below as the “**Company Site**”) and/or other sources of collection from services provided by Hoolah and/or services provided by other companies (collectively “**Company Services**”) associated with Hoolah (“**Hoolah Group**”). Please read this privacy policy carefully. By using the Company Site and/or any services we offer via the Company Services, you are agreeing to be bound by this policy in respect of the information collected about you via this Company Site and/or Company Services.
- 1.3 In this Policy, when we use “we”, “us” or “our”, we refer to Hoolah and/or any of the companies within the Hoolah Group which is collecting your personal data, or which is operating the website which you are accessing or using
- 1.4 If you do not agree, please cease use of the Company Site and/or any other relevant website(s) and/or Company Services and/or any other service(s) and **DO NOT provide any personal data to us.**
- 1.5 If you have any queries about the policy, please get in touch with us using the contact details set out below and we will do our best to answer your questions.

2 Information collected

- 2.1 We will collect the following information from you:
 - 2.1.1 personal Information such as name, date of birth or other personal identification information;
 - 2.1.2 personal information such as email address, billing address, postal address and telephone number;
 - 2.1.3 payment information such as credit and debit card data (card number, validity date, and CVV code), invoice information, bank account number, etc;

- 2.1.4 information on goods/services such as details about the goods/services that you purchase;
 - 2.1.5 financial information on income, potential credit commitments, negative payment remarks;
 - 2.1.6 historical information on your purchase, payment and credit acceptance history;
 - 2.1.7 information on the Company Site on the usage, page response times, download errors, entry and exit methods and delivery notices;
 - 2.1.8 device information such as IP address, language settings, browser settings, time zone settings, operating system and platform and screen resolution; and
 - 2.1.9 geographical information.
- 2.2 Although it is not compulsory to give us this information, if you do not then we may not be able to provide you with the full range of services the Company Services has to offer.

3 Protection of Minors

- 3.1 If you are under the age of 18 years, you are not eligible to use our Company Services or purchase any products online.
- 3.2 Hoolah does not solicit any personal information from minors, and we request that minors do not submit any personal information to us. If you are under the age of 18 years, you may only surf or use the Company Services if you have obtained consent from your parents/legal guardian or if you are under the supervision of your parent or legal guardian.

4 Use of this information

- 4.1 We will use this information in order to:
 - 4.1.1 verify and confirm your identity, personal and contact details;
 - 4.1.2 administer your accounts with us;
 - 4.1.3 process orders or applications submitted by you;
 - 4.1.4 assess payment options to offer you;
 - 4.1.5 prevent misuse of Company Services;
 - 4.1.6 monitor content integrity;
 - 4.1.7 track fraudulent and/or other inappropriate contents or behaviour;
 - 4.1.8 carry out risk analysis and risk management;
 - 4.1.9 carry out customer and marketing analysis;
 - 4.1.10 make general improvements to our Company Services;
 - 4.1.11 comply with applicable laws;
 - 4.1.12 obtain your views or comments on the services we provide;
 - 4.1.13 send you information about our products and services; and

- 4.1.14 Send you information we think you might find useful or which you have requested from us, including information about our products and services or those of carefully selected third parties provided you have indicated that you are happy to be contacted for these purposes.
- 4.2 You can ask us not to contact you with information regarding our products and services or those of third parties or share your information with third parties either at the point such information is collected on the Company Services (by checking or unchecking the relevant box as directed) or, if you do not wish us to continue to use your information in this way, by following the unsubscribe instructions on any communications sent to you. You can also exercise this right at any time by contacting us using the contact details at the end of this privacy policy.

5 Sharing this information

- 5.1 We may transfer or share your information with selected third parties.
- 5.2 We may share with the merchant at which you made your purchase the personal data necessary for the merchant's performance and administration of your order, including and not limited to disputes. The personal data shared with the merchant will be subject to merchant's privacy policies and practices.
- 5.3 We may share your personal data may be shared with credit reference agencies and providers of identity lookups for the purposes of assessing your credit score upon applying for one of Company's Services' payment methods, and for confirming your identity and address information. Payment behaviour may be reported back to the credit reference agency. Depending on the market, a limited lookup may also be conducted before you apply for one of Company's Services' payment methods for purposes of tailoring the payment methods offered to you.
- 5.4 Certain services available by the Company Services are offered in conjunction with one of our collaborators ("Collaborators").
- 5.5 The services include and are not limited to financial services, technology and consultancy services.
- 5.6 In order for those services to be provided we provide some necessary details about you to the Collaborators. We tell you about this at the point we collect that information on the Company Services. Please note that certain services may be unavailable if you do not want to disclose the personal information you are asked for.
- 5.7 We may disclose aggregate statistics about visitors and/or clients of the Company Services, customers and sales in order to describe our services to prospective partners, advertisers or sponsors and other reputable third parties for lawful purposes, but these statistics will contain no personally identifiable information.
- 5.8 We may transfer your personal information to a third party as part of a sale of some or all of our business and assets to any third party or as part of any business restructuring or reorganisation, but we will take steps with the aim of ensuring that your privacy rights continue to be protected.
- 5.9 In addition, we may pass your information onto one of our carefully selected Collaborators or to other carefully selected third parties to enable them to send you information which may be of interest to you but only if you have given us permission to do so. You can tell us to stop this at any time by sending an email to privacyconcerns@hoolah.co.

- 5.10 Other than as set out above, we will not disclose any of your personal information without your permission unless we are required by law to do so (for example, if required to do so by a court order or for the purposes of prevention of fraud or other crime).

6 Information automatically collected from your computer

- 6.1 *Log files/IP addresses:* When you visit and/or use the Company Site, our web server automatically records your IP address. This IP address is not linked to any of your personal information. We use IP addresses to help us administer the Company Site and to collect demographic information for aggregation purposes.
- 6.2 We may also gather other information (from which we cannot identify you) such as the type of your internet browser which we use to provide you with a more effective service.

7 Cookies

- 7.1 When you visit and/or use the Company Site we may store some information (commonly known as a “cookie”) on your computer. Cookies are small files of information which use a unique identification tag and are stored on your device as a result of using the Company Site or other services we provide to you. A number of cookies we use last only for the duration of your session and expire when you close your browser. Other cookies are used to remember you when you return to the site and will last for longer. A cookie helps you get the best out of the Company Services and helps us to provide you with a more customised service. We use cookies for the following reasons:

7.1.1 Necessary session management

- managing your login session. This means, for example, that you can move easily from one page to another within the Company Site and your page requests are loaded in a smooth and secure manner without having to re-enter your details on each page;

7.1.2 Performance

- collecting statistical information about how you use the Company Site so that we can improve the Company Site:
- remembering that you have used the Company Site before; this means we can identify the number of unique visitors we receive to different parts of the Company Site:

7.1.3 Functionality

- storing your preferences and selections;
- customising elements of the layout and/or content of the pages of the Company Site for you:

7.1.4 Internet-based advertising

- enabling our advertising partners and/or Collaborators to gather information about the pages that you visit on the Company Site and other websites you visit, so as to place you in an “interest category”. This information is used to serve advertisements on the Company Site which it is believed will be relevant to your interests.

- 7.2 Many browsers will automatically accept cookies but you can amend your browser settings to prevent that or to notify you each time a cookie is set.

8 Information about other products and services

- 8.1 From time to time we may send you information about our other services and products that we think may be of interest to you. You can tell us to stop this at any time by sending an email to privacyconcerns@hoolah.co.
- 8.2 Also, as mentioned above, we may pass your information onto one of our Collaborators or to other selected third parties to enable them to send you information which may be of interest to you but only if you have given us permission to do so. You can tell us to stop this at any time by sending an email to privacyconcerns@hoolah.co.

9 Changes to your details

We aim to keep our information about you as accurate as possible. If you would like to review or change the details you have supplied us with, you may do so at any time by contacting us as set out below.

10 Access to information by individuals

- 10.1 You can access most of the information we hold about you by contacting us formally through the contact details indicated below. We will require a formal written request from you to our Data Privacy Officer (details below).
- 10.2 We may charge an access fee to cover the reasonable cost of retrieving the information and supplying it to you.
- 10.3 Access to information may be refused in a number of circumstances, such as where the information relates to anticipated legal proceedings or the request for access is frivolous or vexatious. If we deny or restrict your access, we will explain why as required by applicable laws.

11 Retention of information

We will retain information for as long as it is necessary to fulfil the purposes for which it was collected, the legal or business purposes of **Hoolah**, or until you request for us to delete the information, or as required by relevant laws.

12 Use of Reviews or forums

The Company Services may from time to time include reviews, forums, message boards, and/ or news groups on which you can post information. Any information that you post in these areas becomes public information and you should always be careful when deciding to disclose your personal details as part of that information.

13 Security

- 13.1 We respect the confidentiality of your information and will make reasonable security arrangements to ensure that all information in our possession or control is kept in a safe and secure manner, and to prevent unauthorized access and use of your information.
- 13.2 If, however, you do not take reasonable care to ensure the continued confidentiality and accuracy of your information, we will not be liable for any consequential misuse and/or fraud.

14 Linking to third-party websites

- 14.1 We cannot be responsible for the privacy policies and practices of other sites even if you access them using links from our Company Site and recommend that you check the policy of each site you visit and contact its owner or operator if you have any concerns or questions.
- 14.2 In addition, if you linked to the Company Site from a third-party site, we cannot be responsible for the privacy policies and practices of the owners or operators of that third-party site and recommend that you check the policy of that third party site and contact its owner or operator if you have any concerns or questions.

15 Transferring your information outside of Singapore

- 15.1 As part of the services offered to you through the Company Services, the information you provide to us may be transferred to countries outside of Singapore. By way of example, this may happen if any of our servers are located in a country outside of the Singapore or one of our service providers is located in a country outside of the Singapore. We may also share information between our group companies, which may be located in countries worldwide. These countries may not have similar data protection laws to the Singapore. If we transfer your information outside of the Singapore in this way, we will take steps with the aim of ensuring that your privacy rights continue to be protected as outlined in this Privacy Policy.
- 15.2 If you use our services while you are outside Singapore, your information may be transferred outside the Singapore in order to provide you with those services.

16 Resolving Concerns

- 16.1 If you believe that the privacy of your information has been compromised, please contact us and we will take the relevant steps to address your concerns.

17 Updates to Privacy Policy

- 17.1 We reserve the right to change any of the terms and conditions contained in this Privacy Policy in the Company Services, at any time and in our sole and absolute discretion. Any changes will be effective upon posting of the revision on the Company Site. All notice of changes to the Privacy Policy will be posted on the Company Site and may be posted without any notice to you. You are responsible for reviewing the notice and any applicable changes. You will be subject to the new Privacy Policy in force at the time that you use the Company Services.

18 Contact us

If at any time you would like to contact us with your views about our privacy practices, or with any enquiry relating to your personal information, you can do so by sending an email to our Data Privacy Officer at privacyconcerns@hoolah.co or write to our Data Privacy Officer at 1 Raffles Place #44-01 One Raffles Place Singapore 048616.

19 Governing Law

This Policy is governed by the laws of Singapore. You agree to submit to the exclusive jurisdiction of the Courts of Singapore in any dispute relating to this Privacy Policy

1. Introduction

- 1.1 hoolah Holdings Pte Ltd (“hoolah”) is a company supplying a payment method to users buying products online and through other agreed sales channels. hoolah is hoolah Holding’s checkout solution for online shops which includes a number of payment options in the Company Site and/or other third party websites (collectively as the “Service”).

2 Use of the Company Site

- 2.1 The Company Site is provided to you for your use subject to these Terms and Conditions.
- 2.2 By using the Company Site you agree to be bound by these Terms and Conditions and you agree that we may reuse data you have previously provided to us and we may carry out limited credit searches to help us decide which payment options to offer you.

3 Amendments

- 3.1 We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Company Site. We reserve the right to change any of the terms and conditions contained in these Terms and Conditions or any policies or guidelines governing the Company Site, at any time and in our sole and absolute discretion. Any changes will be effective upon posting of the revision on the Company Site. All notice of changes to these Terms and Conditions will be posted on the Company Site and may be posted without any notice to you. You are responsible for reviewing the notice and any applicable changes. You will be subject to the new Terms and Conditions in force at the time that you use the Company Site. If you do not wish to accept the new Terms and Conditions you should not continue to use the Company Site. If you continue to use the Company Site after the date on which the change comes into effect, your use of the Company Site indicates your agreement to be bound by the new Terms and Conditions.

4 Registration

- 4.1 Only visitors to the Company Site who are registered and agree to these Terms and Conditions (“users”, “you”, “your” as the context requires) are eligible to use the Service to purchase items.
- 4.2 To register on the Company Site, you must be over eighteen years of age. If you are under 18, you cannot use the Company Site and/or the Service.
- 4.3 You must ensure that your personal details provided by you on registration or at any time are correct and complete.
- 4.4 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

5 Password, pin and security

- 5.1 When you register to use the Company Site and/or the Service, you will be asked to create a password or will be provided with a password. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the

password is being, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided.

- 5.2 We may offer the possibility to apply a PIN code. This PIN code is an option for those who wish to have an extra layer of protection when purchasing online. Please do not to choose a number that anyone else can decipher such as your personal number, phone number or similar and not to disclose the code to anyone or to make such a note that it can reveal to others that it is a PIN code.
- 5.3 If the Company has reasons to believe that there is likely to be a breach of security or misuse of the Company Site, we may require you to change your password, PIN code or we may suspend your account.

6 Identity, adaptation and risk assessment

- 6.1 In order to allow us to identify you and prevent unauthorised use or misuse of our Service and to enable us to make responsible lending decisions, we need to establish your identity.
- 6.2 We may request additional information from you in order to comply with our anti-money laundering obligations. You agree to comply with any request for further information that we reasonably require to enable us to comply with these obligations. This may include requiring you to email us or to otherwise provide to us certain documents relating to your identity.
- 6.3 We may use information that we collect about you (including any information you previously provided to us and/or information that is publicly available on the Internet) in order to determine your creditworthiness and to determine the payment options to offer you.
- 6.4 We may share your data with third parties such as credit reference agencies in relation to risk and fraud information.

7 Your use of the Company Site / the Service

- 7.1 You may not use the Company Site and/or the Service for any of the following purposes:
 - 7.1.1 disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
 - 7.1.2 transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;
 - 7.1.3 interfering with any other person's use or enjoyment of the Company Site and/or the Service;
 - 7.1.4 causing, or is likely to cause annoyance, inconvenience or anxiety to others;
 - 7.1.5 making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
 - 7.1.6 causing, or is likely to cause, the Company Site and/or the Service or any access to it to be interrupted, damaged or impaired in any way, or
 - 7.1.7 using the Company Site and/or the Service for fraudulent purposes, or in connection with a criminal offence or other unlawful activity.

- 7.2 We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these Terms and Conditions or any other applicable terms and conditions, guidelines or policies.
- 7.3 We also reserve the right to block any user from using the Company Site and/or the Service if you are, or we believe you are, in breach of applicable laws, these Terms and Conditions or any other applicable terms and conditions, guidelines or policies.
- 7.4 You will be responsible for our losses and costs resulting from your breach of this clause 7.

8 The Company's right to suspend or cancel your registration

- 8.1 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.
- 8.2 You can cancel your registration at any time by informing us in writing at support@hoolah.co. If you do so, you must stop using the Company Site and/or the Service.
- 8.3 The suspension or cancellation of your registration and your right to use the Company Site and/or hoolah shall not affect either party's statutory rights or liabilities.

9 Availability of the Company Site and/or the Service

- 9.1 Although we aim to offer you the best service possible, we make no promise that the Company Site and/or the Service will meet your requirements. We cannot guarantee that the Service will be fault-free. If a fault occurs with the Company Site and/or the Service, you should report it to support@hoolah.co and we will attempt to correct the fault as soon as we reasonably can.
- 9.2 Your access to the Company Site and/or the Service may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the Service as soon as we reasonably can.

10 Using the Service

- 10.1 The Service offers you an order process adjusted to your personal needs that makes it easier for you to order goods and services from the eligible merchants.
- 10.2 By using the Service, you request that we provide you with payment options (including credit), the options available to you may vary depending on the circumstances of each case and is at our absolute discretion.
- 10.3 The Service offers the payment options available to you. Current payment options that may be offered in the Service are Pay later, card payment and payment via direct bank transfer. If you are eligible, we will offer you the Pay later option as the default payment option. We can at any time add or remove one or several payment options provided in the Service.
- 10.4 Regardless of the chosen payment option, you will owe us (and not the merchant) the money for your purchase. We will pay the merchant. Your payment will settle the debt owned by us.
- 10.5 Using the Service is free of charge, however, additional taxes, interest and fees may be payable if you select any of the payment options. You should carefully read the items detail page and review information such as price, delivery charges, GST, etc. and Terms and Conditions for sales before purchasing an item. By making a payment for a purchase, you are deemed to have understood and agreed to all information about the items you are purchasing.

- 10.6 Once payment mode has been selected and order has been submitted, changes to the payment mode are not possible and cancellation is not allowed.
- 10.7 Once the payment for the items is approved, the Company will confirm each order to you ("Order Confirmation").
- 10.8 We take no responsibility and assume no liability for any loss or damages to a user arising from shipping information and/or payer information entered by the user, wrong remittance by the user in connection with the payment for the items purchased or delays or technical faults in the payment process. We reserve the right to check whether a user is duly authorized to use certain payment method, and may suspend the transaction until such authorization is confirmed or cancel the relevant transaction where such confirmation is not available.
- 10.9 Because of the number of sources from which the Company obtains the content for the the Company Site and/or the Service and because of the nature of the Internet, errors and omissions do occur and the Company does not give any other warranties in respect of the Service.
- 10.10 The Company is continually seeking to improve the the Service. The Company reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce their content or functionality.

11 Pay later

- 11.1 This section applies if you are offer the pay later payment option.
- 11.2 When paying by Pay later, you will have the number of days stated in the checkout to pay ("1st Due Date"). The number of days you may be offered by us can range but is typically 14 days.
- 11.3 When we receive notification from the merchant that the goods/service have been dispatched, we will then send you an e-mail informing you of your 1st Due Date and details setting out how to pay. In the event your goods or services are not delivered within the number of days stated in the checkout and your payment is due before they arrive, please contact our Customer Services team on support@hoolah.co.
- 11.4 If you fail to make a payment in full by the 1st Due Date, we will send you a reminder by email informing you that the payment is late.
- 11.5 If you fail to pay within 7 days of the reminder email, we may employ a debt collection agency for this purpose and you will have to pay reasonable costs incurred by the debt collection agency. In addition, if you are late with a payment, we may report this to our credit information supplier. This will affect your credit rating with other lenders.

12 Refund, Returns and Exchange Policy

- 12.1 The refund, returns and exchange policies may vary from merchant to merchant and will be displayed on each items detail page. You are deemed to have accepted the merchant's refund, returns and exchange policies upon the purchase of the items.

13 Cancellation and Termination

- 13.1 Your access to the Service may be terminated by written notice if you are in material breach of this agreement and the breach is not remedied within the period of 7 days after written notice of the breach has been given to you. If we reasonably believe your breach of these Terms & Conditions affects our lawful operation of the Service or third party users we may suspend your access to the Service at any time.

14 Limitation of Liability

- 14.1 The Company Site provides content from third parties, other Internet sites or resources and while the Company tries to ensure that material included on the Company Site is correct, reputable and of high quality, it does not make any warranties or guarantees in relation to that content. If the Company is informed of any inaccuracies in the material on the Company Site we will attempt to correct the inaccuracies as soon as we reasonably can.
- 14.2 You will not hold the Company responsible for other users' content, actions or inactions, or items they list. Instead, the Company Site is a venue to allow registered merchants to offer and sell, and registered users to buy. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' content or listings, the ability of registered merchants to sell items, the ability of registered users to pay for items, or that a registered merchant or registered user will actually complete a transaction.
- 14.3 You will not hold the Company responsible for other users' actions or inactions, including things they post. Instead, the Company Site is a venue to allow registered merchants to offer and sell, and registered users to buy. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of registered merchants to sell items, the ability of registered users to pay for items, or that a registered merchant or registered user will actually complete a transaction.
- 14.4 We do not transfer legal ownership of items from the merchant to the user. Unless the merchant and the user agree otherwise, the user will become the items' lawful owner upon physical and/or digital receipt of the items from the Seller.
- 14.5 We cannot guarantee continuous or secure access to our Service, and operation of the Company Site may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our sites and services.
- 14.6 We are also not liable for any losses arising out of or in connection with the PIN code if the user has not followed the instructions regarding the PIN code, misuse of the PIN code, any loss or corruption of data, nor are we liable for any losses arising out of or in connection with any impact on your credit rating as a result of you using the Company site and/or the Service.
- 14.7 Accordingly, to the fullest extent permitted at law, we will not be liable (whether in contract, tort – including negligence, or under any statutory implied term) for any damages of any kind including without limitation direct, indirect, incidental, punitive, special and consequential, damages (including without limitation, loss of profits, loss of revenue or loss of data) arising out of or in connection with these Terms and Conditions, the Company Site, the Service, the inability to use the Service or those resulting from any goods or services purchased or obtained or messages received or feedback or ratings posted to the Company Site or transactions entered into through the Service.

15 Indemnity

- 15.1 You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms and Conditions, or your violation of any law or the rights of a third party.

16 Information not belonging to you

- 16.1 You represent and warrant to us that by registering as a user, you are not acting on behalf of, or for the benefit of, anyone else. All details provided must be your details only. The use of information that does not belong to you will be seen as misuse by us. The compliance of these terms as well as the terms and conditions for the Services may also affect the risk assessment and the results of your credit check when using the Company Site and/or Services, including without limitation, affecting the payment options that are available to you.

17 Privacy Policy

- 17.1 We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the Company's Privacy Policy. We view protection of users' privacy as a very important community principle. For a complete description of how we use and protect your personal information, see the Company's Privacy Policy.
- 17.2 Hence, by using the Company site and/or the Service, you accept that we may send you communications, payment information, notices and disclosures to you electronically, e.g to the email address or mobile phone number that you have provided.
- 17.3 If you have used the Services previously, there might be information stored about you, e.g. for customer administration, documentation and similar approved purposes. Where available, we will use such information to confirm your identity and simplify your use of the Service.
- 17.4 We may transfer data to other companies in the hoolah Holdings group, which may also use the data in the manner and for the purposes described herein. Your data may also be shared with the merchant you are making your online purchase from and payment behavior may be reported back to the credit reference agency.
- 17.5 Furthermore, data may be transferred if a debt is sold to an external debt collection agency or equivalent. Data may also be transferred outside of Singapore to a country that does not require the same level of protection of personal data.
- 17.6 Automated decisions are used to decide on which payment option to offer and whether to offer you the opportunity to apply for credit. You have the right to receive a transcript of records of how your personal data is processed once a year free of charge.
- 17.7 If you object to your Information being transferred or used in this way, please do not use our Service.

18 Intellectual property

- 18.1 The Company and/or other third parties are the owner(s) of the licensee(s) of all intellectual property rights ("Intellectual Property Rights") in the Company Site. Such Intellectual Property Rights shall include but are not limited to copyrights, trademarks, industrial design rights, patents, database rights, know-how, privileged or similar information, whether registered or not, or registerable by any means, and the right to file an application for registration thereof, as well as all other rights related to the Company or other third parties' trademarks, products or business activities.
- 18.2 All rights, title and interests in all Intellectual Property Rights in all concepts, systems, written, graphic and other materials relating to the Company and/or other third parties shall at all times remain the property of the Company and/or other third parties.

- 18.3 The content of the Company Site is protected by Intellectual Property Rights. You may retrieve and display the content of the Company Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for public or commercial purposes any of the materials or content on the Company Site without written permission from the Company.

19 Third Party Websites

- 19.1 As a convenience to customers, the Company Site includes links to other web sites or material which are beyond its control. The Company is not responsible for content on any site outside the Company Site. If you use such websites or applications from third party, the terms and conditions for those websites apply. We disclaim all liability in connection with third party websites.

20 Advertising and Sponsorship

- 20.1 Part of the Company Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Company Site complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

21 No Agency

- 21.1 No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

22 Applicable Law

- 22.1 These Terms and Conditions will be subject to the laws of Singapore. If a dispute arises between you and the Company, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within Singapore.

23 International Use

- 23.1 We make no promise that materials on the Company Site are appropriate or available for use in locations outside Singapore, and accessing the Company Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside Singapore, you do so on your own initiative and are responsible for compliance with local laws.

24 Severability

- 24.1 If any of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

25 Entire Agreement

- 25.1 These Terms and Conditions incorporates by reference all terms, conditions, policies, guidelines and other information on the Company Site concerning the Company Site or the Service including but not limited to the Privacy Policy constitutes the entire agreement

between parties with respect of the subject matter hereof and supersedes any prior written or oral agreement, claims, representations and understandings of the parties relating to the subject matter thereof.

26 Miscellaneous

- 26.1 To the extent there is a conflict between these Terms and Conditions and any applicable additional terms and conditions (for e.g the Company's Privacy Policy), the applicable additional terms and conditions will apply unless otherwise expressly stated.
- 26.2 You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- 26.3 For the purposes of the Contracts (Rights of Third Parties) Act (Chapter 53B), this General Terms and Conditions is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 26.4 If you breach these Terms and Conditions and the Company chooses to ignore this, the Company will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- 26.5 The Company shall not be responsible for any breach of these Terms and Conditions due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or any other event caused by circumstances beyond its reasonable control.
- 26.6 The Company Site is owned and operated by hoolah Holdings PTE. LTD. of 1 Raffles Place #44-01 One Raffles Place Singapore 048616.
- 26.7 If you have any queries please contact support@hoolah.co.

Company Registration No. 201712213N

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