

## MOBILE APP TERMS OF USE

### Qualee Technology

#### 1 General

By installing the App (as defined below), you agree to be bound by these terms of use (the "Terms of Use"). Please review them carefully before installation and/or acceptance.

#### 2 Definitions

The "App" shall mean Qualee, the software provided by Qualee Technology to offer services related to employee onboarding and/or engagement, to be used on Apple iOS devices and any upgrades from time to time and any other software or documentation which enables the use of the App.

#### 3 Data Protection

Any personal information you supply to Qualee Technology when using the App will be used by Qualee Technology in accordance with its Privacy Policy.

#### 4 The App

The App allows you to access certain functionalities available on Qualee Technology platform. Such access will be governed by the Qualee Technology Website Terms of Use.

#### 5 Proprietary Rights and Licence

5.1 All trade marks, copyright, database rights, and other intellectual property rights of any nature in the App together with the underlying software code are owned directly either by Qualee Technology or by Qualee Technology's licensors.

5.2 Qualee Technology hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use the App for your business and personal use in accordance with these Terms of Use.

#### 6 Conditions of Use

6.1 You will not, nor allow third parties on your behalf to:

- (a) make and distribute copies of the App;
- (b) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, or translate the App; or
- (c) create derivative works of the App of any kind whatsoever.

6.2 The App is currently made available to you free of charge for your personal, non-commercial use. Qualee Technology reserves the right to amend or withdraw the App or charge for the App or service provided to you in accordance with these Terms of Use at any time and for any reason.

6.3 You acknowledge that the terms of agreement with your respective mobile network provider (the "Mobile Provider") will continue to apply when using the App. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the App or for any such third-party charges as may arise. You accept responsibility for any such charges that arise.

6.4 If you are not the bill payer for the mobile telephone or handheld device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

## 7 Availability

7.1 This App is available to handheld mobile devices running Apple iOS or Android. Qualee Technology will use reasonable efforts to make the App available at all times. However, you acknowledge the App is provided on the Internet and on mobile networks, so the quality and availability of the App may be affected by factors outside Qualee Technology's reasonable control.

7.2 Qualee Technology, its group of companies, and its sub-contractors do not accept any responsibility whatsoever for unavailability of the App or any difficulty or inability to download or access content or any other communication system failure which may result in the App being unavailable.

7.3 Qualee Technology will not be responsible for any support or maintenance for the App.

## 8 System Requirements

8.1 In order to use the App, you are required to have a compatible mobile telephone or handheld device, Internet access, and the necessary minimum specifications (the "Software Requirements").

8.2 The Software Requirements are as follows: Latest two iOS versions or latest two Android versions.

8.3 The version of the App software may be upgraded from time to time to add support for new functions and services.

## 9 Termination

9.1 Qualee Technology may terminate use of the App at any time by giving notice of termination to you.

9.2 Upon any termination:

(a) the rights and licences granted to you herein shall terminate; and

(b) you must cease all use of the software.

## 10 Limitation of Liability

10.1 In no event will Qualee Technology be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages of whatsoever kind arising out of your use of or access to the App, including loss of profit or the like whether or not in the contemplation of the parties or whether based on breach of contract, tort (including negligence), product liability, or otherwise.

10.2 Qualee Technology is not liable to you for any damage or alteration to your equipment, including but not limited to computer equipment, handheld devices, or mobile telephones, as a result of the installation or use of the App.

10.3 Nothing in these Terms of Use shall exclude or limit Qualee Technology's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under the applicable law.

## 11 Disclaimer of Warranties

To the maximum extent permitted by law, and for the avoidance of doubt, Qualee Technology hereby disclaims all implied warranties with regard to the App. The App and software are provided "as is" and "as available" without warranty of any kind.

## 12 Governing Law and Jurisdiction

This Terms of Use shall be governed by the laws of the Republic of Singapore. You agree to submit to the exclusive jurisdiction of the Singapore courts.

For any query, please contact us via email at [info@qualee.com](mailto:info@qualee.com).