

END-USER LICENSE AGREEMENT ("AGREEMENT")

Last updated: June 2, 2025

Thank you for choosing **Smart+**! Please read this End-User License Agreement ("**Agreement**") carefully before downloading, installing, or using the Smart+ software. This Agreement constitutes a legally binding contract between **You** (the individual or legal entity using the Application) and **KABAM PTE LTD** ("**Company**," "We," "Us," or "Our"), a private limited company registered under the laws of the Republic of Singapore.

By downloading, installing, accessing, or using the Smart+ application and its associated services, You signify your unequivocal acceptance of all the terms and conditions contained within this Agreement. You also consent to the transmission of certain information during activation and during your use of the software, in accordance with Our Privacy Policy. If You do not agree with or cannot comply with these terms, You are expressly prohibited from using the Smart+ application, its services, or any of their features.

1. Interpretation and Definitions

1.1 Interpretation

The words where the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

1.2 Definitions

For the purposes of this End-User License Agreement:

- **Agreement** refers to this End-User License Agreement, which, along with the Privacy Policy and any other documents referenced herein, forms the entire agreement between You and the Company regarding the use of the Application.
- **Application** means the software program provided by the Company, downloaded by You through an Application Store's account to a Device, named Smart+.
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) by which the Application has been downloaded to your Device.
- **Company** (referred to as either "the Company," "We," "Us," or "Our" in this Agreement) refers to **KABAM PTE LTD**, a private limited company registered under the laws of the Republic of Singapore.

- **Content** refers to text, images, audio, video, or other information that can be posted, uploaded, linked to, or otherwise made available by You through the Application, regardless of the form of that content.
- **Country** refers to Republic of Singapore.
- **Device** means any electronic device that can access the Application, such as a computer, a mobile phone, a digital tablet, or any other compatible hardware.
- **Family Sharing / Family Group** permits You to share applications downloaded through the Application Store with other family members by allowing them to view and download each other's eligible Applications to their associated Devices.
- **Third-Party Services** means any services or content (including data, information, applications, and other products or services) provided by a third party that may be displayed, included, or made available by the Application.
- **You** means the individual accessing or using the Application, or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

2. Acknowledgment

By clicking the "I Agree" button, downloading, installing, or using the Application, You acknowledge that You have read, understood, and agree to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, You must not click on the "I Agree" button, download, install, or use the Application.

This Agreement constitutes a legally binding document exclusively between You and the Company, governing your use of the Application made available to You by the Company. While the Application may be downloaded via an Application Store, this Agreement is solely between You and the Company and not with the Application Store. Consequently, the Company bears sole responsibility for the Application and its content. Although the Application Store is not a party to this Agreement, it retains the right to enforce this Agreement against You as a third-party beneficiary relating to your use of the Application.

Furthermore, if the Application can be accessed and used by other users through features like Family Sharing / Family Group or volume purchasing, the use of the Application by those additional users is also expressly subject to all terms and conditions of this Agreement. The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms herein.

3. License

3.1 Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Application strictly in accordance with the terms of this Agreement. This license is granted solely for your personal, non-commercial purposes, unless explicitly otherwise agreed upon in a separate written agreement with the Company. You are permitted to use the Application only on a Device that You own or control and strictly as permitted by the Application Store's terms and conditions.

3.2 License Restrictions

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Application or make the Application available to any third party without explicit written consent from the Company.
- Modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Application, except to the extent that such activities are expressly permitted by applicable law notwithstanding this limitation.
- Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers, or the licensors of the Application.
- Use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other party's use of the Application.
- Use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer, or database connected to the Application.

4. Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets, and other intellectual property rights inherent therein, are and shall remain the sole and exclusive property of the Company. This Agreement does not grant You any right, title, or interest in or to the Application, except for the limited license rights expressly granted in Section 3.1.

The Company shall not be obligated to indemnify or defend You with respect to any third-party claim arising out of or relating to the Application, unless such claim is directly due to the Company's willful misconduct or gross negligence. To the extent the Company is required to provide indemnification by applicable law, the Company, not the Application Store, shall be solely responsible for the investigation, defense, settlement, and discharge of any claim alleging that the Application or your use of it infringes any third-party intellectual property rights.

5. Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by You to the Company with respect to the Application shall be deemed non-confidential and non-proprietary. You hereby assign to the Company all rights, title, and interest in and to any Suggestions.

The Company shall be free to use, copy, modify, publish, reproduce, distribute, or redistribute the Suggestions for any purpose and in any way, without any credit or any compensation to You. This includes, but is not limited to, using Suggestions to develop, improve, and market new and existing products and services.

6. Modifications and Updates to the Application

6.1 Modifications to the Application

The Company reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You. This may include, but is not limited to, changes in features, functionality, or the availability of certain services. While we aim to provide notice for significant changes, this may not always be feasible.

6.2 Updates to the Application

The Company may from time to time provide enhancements or improvements to the features and/or functionality of the Application. These "Updates" may include, but are not limited to, patches, bug fixes, updates, upgrades, and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You acknowledge and agree that the Company has no obligation to (i) provide any specific Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all Updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this

Agreement. It is your responsibility to ensure that your Device is configured to receive these Updates to ensure optimal performance and security of the Application.

7. Shared Responsibility Model

The Company and You shall follow a shared responsibility model for the use and security of the Services. This model defines the respective responsibilities of both parties to ensure the effective operation and security of the Smart+ platform.

7.1 The Company Responsibilities

- i. **Platform Access and Services:** We are responsible for providing you with access to the Smart+ platform and related services, ensuring that the platform is available and functioning as intended.
- ii. **Infrastructure and Security:** We are tasked with protecting the underlying infrastructure, servers, and technology that support the platform. This includes implementing advanced security measures such as encryption, firewalls, and regular security audits to safeguard the client's data and protect against unauthorised access, use, or disclosure.
- iii. **Platform Performance:** It is our duty to ensure the availability, reliability, and overall performance of the platform. We continuously monitor and optimise our systems to deliver a stable and efficient service.
- iv. **Maintenance and Updates:** We regularly update and maintain the platform to enhance its functionality and security. This includes applying patches, updates, and improvements to prevent vulnerabilities and improve the user experience.

7.2 Your Responsibilities

- i. **Account Management:** You are responsible for creating and managing user accounts within the platform. This includes setting up accounts, assigning roles, and managing access permissions to ensure that only authorised individuals have access to specific features and data.
- ii. **Data Integrity and Compliance:** You are responsible for ensuring the accuracy and integrity of the data entered into the platform. This includes complying with all applicable laws and regulations, such as data protection and privacy laws, when using our Services.
- iii. **Confidentiality and Access Control:** You must maintain the confidentiality of user credentials and take appropriate measures to prevent unauthorised access to your accounts. This includes using strong passwords, enabling two-factor authentication (if applicable), and regularly reviewing user access levels.
- iv. **Security Breach Reporting:** If you suspect or detect any security breaches or unauthorised access to your account, you are required to promptly notify the

Company. We will work with you to address and resolve any issues as quickly as possible.

7.3 Acknowledgement of Responsibilities

Both the Company and You acknowledge and agree that their respective responsibilities are essential for the proper functioning and security of the Services. Any failure to fulfill these responsibilities may impact the overall performance, security, and availability of the Services.

8. Maintenance and Support

The Company does not provide any direct maintenance or support for the download and use of the Application to individual End Users through the Application Store. Our support is primarily focused on the Smart+ cloud service itself and the integration with our products. To the extent that any maintenance or support for the Application is required by applicable law, the Company, not the Application Store, shall be solely obligated to furnish any such maintenance or support, in accordance with applicable legal requirements.

9. Third-Party Services

The Application may display, include, or make available third-party content (including data, information, applications, and other products or services) or provide links to third-party websites or services. These "Third-Party Services" are not owned or controlled by the Company.

You acknowledge and agree that the Company shall not be responsible or liable for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-Party Services. You must comply with applicable third parties' terms of agreement when using the Application that integrates with or links to such Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to You, and You access and use them entirely at your own risk and subject to such third parties' respective terms and conditions.

10. Privacy Policy

The Company collects, stores, maintains, and shares information about You in accordance with Our Privacy Policy, which is accessible at: <https://kabam.ai/privacy-policy/>. Our Privacy Policy details how We collect, use, and disclose your personal information.

By accepting this Agreement, You acknowledge that You have read, understood, and hereby agree and consent to the terms and conditions of Our Privacy Policy.

11. Term and Termination

This Agreement shall remain in effect until terminated by You or the Company.

The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. Grounds for termination by the Company may include, but are not limited to, your breach of any provision of this Agreement, violation of applicable law, or actions that may harm the Company or its users.

This Agreement will terminate immediately, without prior notice from the Company, in the event that You fail to comply with any material provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement for any reason, You shall immediately cease all use of the Application and delete all copies of the Application from your Device. Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of your breach (during the term of this Agreement) of any of your obligations under the present Agreement.

12. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees), arising out of or in connection with your: (a) use of the Application; (b) violation of this Agreement or any applicable law or regulation; or (c) violation of any right of a third party, including intellectual property rights. This indemnification obligation will survive the termination of this Agreement.

13. No Warranties

THE APPLICATION IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION. THIS INCLUDES ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY OF THE COMPANY'S PROVIDERS MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE APPLICATION, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE APPLICATION; OR (IV) THAT THE APPLICATION, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF THE COMPANY ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS, OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. BUT IN SUCH A CASE, THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW. TO THE EXTENT ANY WARRANTY EXISTS UNDER LAW THAT CANNOT BE DISCLAIMED, THE COMPANY, NOT THE APPLICATION STORE, SHALL BE SOLELY RESPONSIBLE FOR SUCH WARRANTY.

14. Limitation of Liability

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR, THE ENTIRE LIABILITY OF THE COMPANY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION OR THROUGH THE APPLICATION, OR ONE HUNDRED UNITED STATES DOLLARS (USD \$100.00) IF YOU HAVEN'T PURCHASED ANYTHING THROUGH THE APPLICATION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS

INTERRUPTION, FOR PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE APPLICATION, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED WITH THE APPLICATION, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT), EVEN IF THE COMPANY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE LIABILITY OF THE COMPANY AND ANY OF ITS SUPPLIERS WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE APPLICATION STORE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT THE APPLICATION STORE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

15. Severability and Waiver

15.1 Severability

If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

15.2 Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach. No waiver of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

16. Product Claims

The Company does not make any warranties concerning the Application beyond what is explicitly stated in this Agreement. To the extent You have any claim arising from or relating to your use of the Application, the Company, not the Application Store, is solely responsible

for addressing any such claims. This may include, but is not limited to: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, privacy, or similar legislation.

17. Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will endeavor to provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, You are no longer authorized to use the Application and should cease use immediately.

18. Singapore Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to a Singapore government embargo, or that has been designated by the Singapore government as a "terrorist supporting" country, and (ii) You are not listed on any Singapore government list of prohibited or restricted parties. Your use of the Application must at all times comply with all applicable export and re-export control laws and regulations of Singapore.

19. Governing Law

The laws of the Republic of Singapore, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, national, or international laws. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be settled through friendly negotiation. In case no settlement can be reached within 30 days of such negotiation, the dispute shall be referred to and finally resolved by the competent courts of Singapore, which shall have jurisdiction over both parties.

20. Entire Agreement

The Agreement, including any referenced policies or terms, constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all

prior and contemporaneous written or oral agreements, understandings, representations, and warranties between You and the Company regarding such subject matter.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase. These additional terms and conditions shall be considered part of this Agreement by reference.

21. Contact Us

If you have any questions about this Agreement, or for any support-related inquiries regarding the Smart+ service, You can contact Us:

- **By email:** info@kabam.ai
- **By visiting this page on our website:** kabam.ai