

MOBISTREAM

TERMS & CONDITIONS



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Please read the terms & conditions before purchasing MobiStream service

1.0 Definitions:

For purpose of this Agreement following terms, as used in this Agreement, shall have the meanings set forth below:

"Account Information" means Subscriber's access numbers, account numbers, passwords, customer numbers and other information necessary for Subscriber's access to and use of the Services.

"Agreement" means these terms and conditions as amended from time to time by Wifin Technologies at its discretion and includes the Schedule;

"Billing Month" means Wifin Technologies billing period from time to time;

"Cancellation Fee" means the fee payable by the Customer to Wifin Technologies if the Customer cancels within the fixed term as stated in the Schedule;

"Customer" means the subscriber and includes the customer's successors and permitted assigns;

"Customer Account" means Subscriber's account with Wifin Technologies, including the particular Services to which Subscriber has subscribed.

"Commencement Date" means the commencement date specified in the Schedule, being the date upon which this Agreement becomes effective;

Data Provider Fees - Fees charged by the Data Providers for their content.

"Data Providers" mean third parties providing data to Wifin Technologies for distribution to Subscribers, including, but not limited to, stock exchanges.

Default - The occurrence of any of the following events: (i) Subscriber fails to pay any amount when due; (ii) any Data Provider revokes Subscriber's right to receive the applicable Services or directs Wifin Technologies to discontinue Services to Subscriber; or (iii) Subscriber fails to comply with any of the terms and conditions of this Agreement or commits a breach of any of the terms and conditions of this Agreement.

"Exchange Fees" means the fees payable to Wifin Technologies for the provision of information related to the respective Exchanges as specified in the Schedule;

"Rental" means the fees payable to Wifin Technologies for use of rented Equipment;

"Receiver" means display device approved;

"Schedule" means the front page of, and any attachments to, this Agreement;

"Security Deposit" means the amount described as such in the Schedule payable by the Customer on or before the Commencement Date;

"Services" means "Mobistream Service" or "Information Service" - Any and all financial, commentary, and news related data and other services offered by Wifin Technologies, together with any software, technical assistance, support services, training, manuals, documentation or related materials, and communication, transmission or delivery services.

"Subscription Fees" means the fees payable to Wifin Technologies for the provision of the Information Service to the Customer as itemized in the Schedule;

Service Subscription Form - The form given by Wifin Technologies at the conclusion of the registration process, containing Subscriber's relevant Account Information, Service selection and Fees.

Subscriber - The individual or entity agreeing to be bound by this Agreement.

Taxes - All applicable taxes, including, but not limited to, GST and other taxes and levies applicable from time to time.

"Term" - means the Fixed Term specified in the Schedule and all time thereafter prior to termination in accordance with this agreement.

Wifin Technologies" means Wifin Technologies International Pte Ltd. (ACRA Registration No 200509969H) and its successors and assigns;

Wifin Technologies Software means Wifin Technologies program developed or licensed by Wifin technologies, designed to be used by a Subscriber on Subscriber-owned hardware in conjunction with a personal computer, cellular telephone or personal digital assistant (PDA) to receive Services.

2. License

Subject to these Terms and Conditions of Service, Wifin Technologies hereby grants Subscriber a non-exclusive, non-transferable, limited license to use the "MobiStream Service" solely for its own internal use on one computing device and not for further dissemination or redistribution.

In consideration of providing the "MobiStream Service", Subscriber shall pay the Subscription Fees to Wifin Technologies.

3. Service

3.1 The information Service is provided on the condition that the Customer will use the Information only in the ordinary course of its business (which shall not include re-dissemination) and will not cause or permit the Information to be transmitted, copied, resold or republished in any form to any person or persons.

- 3.2 Subject to clause 3.3 below, Wifin Technologies will regularly transmit the Information service.
- 3.3 The Customer acknowledges that reception of Information transmitted is dependent upon, among other things, the physical location of the Receiver and the functionality of relevant hardware or software. Wifin Technologies does not guarantee transmission to, or reception by, the Customer or any other person, of any Message or Information.
- 3.4 Contingencies: Subscriber acknowledges and agrees that notwithstanding any other provision of this Agreement:
- Wifin Technologies' ability to grant Subscribers rights relating to the Services is contingent upon all rights, titles, licenses, permissions and approvals obtained by Wifin Technologies pertaining thereto remaining in full force and effect during the term of this Agreement;
 - In the event certain of Wifin Technologies' rights, titles, licenses, permissions or approvals pertaining to the Services are cancelled, terminated, rescinded or not renewed, Subscribers' rights to use the affected portions of the Services shall automatically terminate, which termination shall not constitute a breach by Wifin Technologies of any of its obligations hereunder;
 - This Agreement is subject to any requirements of the Data Providers under Wifin Technologies' agreements with such Data Providers, including such additional financial and contractual requirements as may be imposed by such Data Providers from time to time;
 - Wifin Technologies may be obligated to disclose the existence of this Agreement to certain Data Providers, which disclosure may result in, among other things, the imposition on Subscriber of financial and contractual obligations by such Data Providers; and
 - Wifin Technologies reserves the right to add or delete data from the Services, as it deems appropriate to service all of its Subscribers.
- 3.5 Wifin Technologies may vary the Service Fees, Exchange Fees or the Rental at any time by giving one month's prior written notice to the Customer. The proposed increase will be deemed to have been accepted by the Customer unless the Customer terminates this Agreement by written notice received by Wifin Technologies before the increase becomes effective and returns any rented Equipment to Wifin Technologies before the Customer's notice expires. In that case (subject to prior return of the rented equipment) this Agreement will terminate.

- 3.6 The Customer will not be entitled to any reduction in the Service Fees, Exchange Fees or Rental payable under this Agreement due to the temporary inability of Wifin Technologies to provide an effective information Service for any reason.
- 3.7 If Wifin Technologies forms the view that it cannot provide all the Information, it will notify the Customer of the revised payments due and will credit the Customer accordingly.

4. Term

- 4.1 Subscribers will sign up for one (1) or more years of Services, which are billed monthly at the end of each month in equal installments.
- 4.2 The term of this Agreement will become effective on the date of execution of this Agreement and will continue for the period specified in the Subscription Form
- 4.3 This Agreement will renew thereafter automatically on the same terms and conditions for additional successive periods of one (1) year unless either party gives the other written notice of its intention not to renew at least sixty (60) days before the end of the then applicable term.
- 4.4 Except to the limited extent set forth in this Agreement regarding Service Fees, all Fees are non-refundable. All Fees are non-transferable.

5.0 Termination

- 5.1 Wifin Technologies may, in addition to any other remedy it may have, terminate this Agreement immediately without being liable or accountable in any other way to the Customer where:
- Wifin Technologies is unable to provide the Service for any reason whatsoever;
 - The Customer is in breach of any payment obligation under this Agreement;
 - The Customer breaches any term or condition of this Agreement or, if the breach is capable of rectification, fails to rectify it within seven days of Wifin Technologies giving notice requiring rectification;
 - Any information supplied by the Customer to Wifin Technologies is false or misleading;
 - The Customer enters into bankruptcy, liquidation, administration, receivership, a composition or arrangement with its creditors, has a receiver or manager appointed over all or any part of its assets or becomes or is deemed to become insolvent; or

- The Customer dies, or in the case of a partnership, on dissolution or on the filing of an application to dissolve, or in the case of a company, on winding up or filing for winding up.
- 5.2 The Customer acknowledges that it is not entitled to terminate this Agreement other than under the provisions of clause 5.3 for any reason including if Information or a Message is not transmitted or received.
- 5.3 The Customer may request termination of the Agreement: (a) before the expiry of the Term, in which case Wifin Technologies will require the Customer to pay the Cancellation Fee and all sums owed by the Customer to Wifin Technologies; or (b) after the expiry of the Term, in which case cancellation shall be deemed effective at the expiry of the notice period as stated in the Schedule.
- 5.4 On termination of the Information Service, the Customer must pay all outstanding amounts to Wifin Technologies within seven days.

6. Payments

- 6.1 All fees are due monthly at the end of each month.
- 6.2 Service Fees for any partial month shall be prorated on a thirty (30) day per month basis. All Data Provider Fees payable to Wifin Technologies in connection with new subscriptions shall be due and payable for the full calendar month, regardless of when the Services begin during such month. Data Provider Fees applicable to new content added by existing Subscribers shall be payable, pro-rated on a thirty (30) day per month basis from the date such content is added; thereafter, such Data Provider Fees shall be due and payable commencing with the Subscriber's next billing cycle.
- 6.3 All payments are due and payable by the Customer as specified in this Agreement. If any amount is not paid within 14 days of the due date, Wifin Technologies will be under no further obligation to provide services under this Agreement until paid. Interest on any overdue amount at the rate of 3% above the market rate will be payable by the Customer from the due date to the date of payment of the overdue amount. Disputes: All invoices/statements will be deemed correct and final unless disputed in writing within fourteen (14) days after invoice/statement date. All correspondence regarding disputed invoices/statements must include Subscriber's name, address, telephone number and customer number.
- 6.4 Stamp duties, hiring arrangement duty or goods or services taxes which are, or may become, payable under, or arising out of, this Agreement are payable by the Customer within 14 days of Wifin Technologies invoice.

- 6.5 Specials; Bundled Service Discounts: Any pricing discounts that may be offered for “bundled Services” (i.e., subscriptions to multiple specified Services) may be extinguished in the event Subscriber cancels a Service included in the bundled offer. In such event, pricing will automatically revert to Wifin Technologies' and/or the relevant Data Providers' then current pricing structure.
- 6.6 Wifin Technologies may at any time debit, combine or consolidate any existing accounts or credit balances of the Customer (including without limitation any Security Deposit paid by the Customer) under any agreement with Wifin Technologies and set off or transfer any such deposit and/or any other sum outstanding to the credit of any one or more such accounts towards satisfaction of the Customer's liability for any unpaid charges or fees under this Agreement.

7. Free Trial Periods; Limited Money Back Guarantee

- a. **Free Trial Periods:** Wifin Technologies may from time to time offer free trial periods of Services to eligible Subscribers. The terms of this Agreement shall apply during any free trial periods.
- b. **Limited Money Back Guarantee:** Wifin Technologies may from time to time offer a limited money back guarantee on certain specified products. In such event, Subscriber may cancel the applicable Service(s) prior to the end of the specified trial period and receive a refund of Service Fees applicable to such Services. All other Fees are non-refundable. Subscriber is entitled to only one (1) money back guarantee per Service and only one (1) money back guarantee per household/address. In addition, a Service subject to a free trial period is not thereafter eligible for a money back guarantee.

8. Professional/Non-Professional Status

- a. **Non-Professional Status:** With respect to Services involving the receipt of financial market information, unless otherwise indicated by Subscriber during the registration process, Subscriber represents and warrants that he/she meets and complies with all requirements for qualification as a “Non-Professional Subscriber” as currently in effect and which may be issued from time to time by CME, CBOT, and other Data Providers that may issue Non-Professional Subscriber qualifications. Subscriber further represents and warrants that the following statements are true and shall continue to be true for as long as Subscriber receives Services hereunder:
- i. Subscriber makes this Agreement in his/her own individual capacity and not on the behalf of any firm, corporation, partnership, trust, association or other entity.

- ii. Subscriber shall use the Services solely in connection with his/her own individual personal investment activities and not in connection with any trade or business activities.
 - iii. Subscriber is not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, registered representative of any of the foregoing, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing.
 - iv. Subscriber is not employed by a bank or an insurance company or an affiliate of either, or any other organization that performs business functions related to securities or commodity futures investment or trading activity.
- b. Professional Status: Professional Subscribers represent that they have read, understood and agree to be bound by

Uniform Subscriber Agreement for CME & CBOT

Professional Subscribers may also be required to execute hard copy contracts with the Data Providers, as required by the Data Providers from time to time.

c. Status Changes: If Subscriber's status with respect to any of the foregoing statements is affected or changed in any way, Subscriber shall immediately notify Wifin Technologies in writing of such change. In addition to any other remedies available to Wifin Technologies and the Data Providers, Subscriber shall be liable to Wifin Technologies and the Data Providers for the difference between any Fees paid by the Subscriber as a Non-Professional Subscriber and the Fees applicable to Professional Subscribers for the same type of Services. Further, Professional Subscribers who identify themselves as Non-Professional Subscribers will have their Customer Account cancelled by Wifin Technologies and risk professional exchange fee penalty billing.

9. Copyright Protection, Ownership of Services

- a. All rights, title, and interest in the Services, in all documentation relating to the Services, in the Wifin Technologies Software and in all other software (and software documentation) provided to Subscriber in connection with the Services, in all languages, formats, and media throughout the world, including all copyrights, trademarks and service marks therein, are and shall continue to be the exclusive property of Wifin Technologies, its affiliates, the Data Providers and/or the Service Facilitators. The Customer acquires no interest in the Software. SUBSCRIBER SHALL NOT REPRODUCE, RETRANSMIT, DISSEMINATE, SELL, PUBLISH, BROADCAST, CIRCULATE, PROVIDE OR REDISTRIBUTE THE SERVICES OR INFORMATION IN ANY MANNER OR FOR ANY

PURPOSES (PERSONAL OR BUSINESS) WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF WIFIN TECHNOLOGIES AND THE RELEVANT DATA PROVIDERS.

- b. Subscriber shall not disassemble, decompile or reverse engineer the Services, or create any derivative works from the Services. Upon any termination of this Agreement, Subscriber shall promptly (i) return to Wifin Technologies or destroy all hardcopy versions of software and documentation relating to the Services in the presence of Wifin personnel or to the satisfaction of Wifin and (ii) purge from its computer systems all electronic or "soft copy" versions of software and documentation relating to the Services, in the presence of Wifin personnel or to the satisfaction of Wifin.
- c. Subscriber shall not use the Services for any unlawful purpose and shall comply with all reasonable requests by Wifin Technologies to protect the respective rights of Wifin Technologies and the Data Providers in the Services.
- d. Upon any termination of this Agreement, Subscriber shall promptly (i) return to Wifin Technologies or destroy all hard-copy versions of software and documentation relating to the Services, and (ii) purge from its computer systems all electronic or "soft-copy" versions of software and documentation relating to the Services.

10. Disclaimer of Warranties; Limitation of Liability

- a. THE SERVICES ARE PROVIDED "AS IS." NEITHER WIFIN TECHNOLOGIES, THE DATA PROVIDERS, THE SERVICE FACILITATORS NOR ANY OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE OR AFFILIATE OF ANY OF THE FOREGOING MAKE ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, INFORMATION ACCESS). SUBSCRIBER RECOGNIZES THAT THE ACCURACY OF THE INFORMATION SHOULD BE CHECKED BEFORE SUBSCRIBER RELIES ON IT.
- b. SUBSCRIBER AGREES THAT NEITHER WIFIN TECHNOLOGIES, THE DATA PROVIDERS, THE SERVICE FACILITATORS, NOR ANY OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE OR AFFILIATE OF ANY OF THE FOREGOING SHALL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR THE TRUTHFULNESS, ACCURACY OR TIMELINESS OF THE SERVICES OR THE TRUTHFULNESS, ACCURACY, TIMELINESS, COMPLETENESS OR CORRECT SEQUENCING OF THE INFORMATION, OR FOR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON THE INFORMATION OR THE SERVICES, OR FOR ANY INTERRUPTION OR DELAY OF ANY DATA, INFORMATION, OR ANY OTHER ASPECT OF THE SERVICES.

- c. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SUBSCRIBER'S MAXIMUM RECOVERY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF FORM OF ACTION THAT IMPOSES LIABILITY, WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, SHALL BE LIMITED TO AND NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, THE LESSER OF: (I) THE AMOUNT OF THE SERVICE FEES (INCLUDING PREMIUM SERVICE FEES APPLICABLE TO WIFIN TECHNOLOGIES PRODUCTS) PAID TO WIFIN TECHNOLOGIES UNDER THIS AGREEMENT FOR THE MOST RECENT SIX (6) MONTHS PRIOR TO THE TIME SUCH LIABILITY AROSE; OR (II) TWO THOUSAND DOLLARS (\$2,000).
- d. IN NO EVENT WILL WIFIN TECHNOLOGIES, THE DATA PROVIDERS OR THE SERVICE FACILITATORS, OR ANY OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE OR AFFILIATE OF ANY OF THE FOREGOING BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S CUSTOMERS OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, TRADING LOSSES, OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, ERROR OR LOSS OF THE USE OF THE SERVICES), OR CLAIMS ARISING IN TORT (INCLUDING NEGLIGENCE), EVEN IF WIFIN TECHNOLOGIES, THE DATA PROVIDERS OR THE SERVICE FACILITATORS HAVE BEEN ADVISED OF OR ARE OTHERWISE AWARE OF THE POSSIBILITY OF ANY OF THE FOREGOING.
- e. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NEITHER THE SERVICES NOR ANY OF THE INFORMATION ARE INTENDED TO SUPPLY INVESTMENT, FINANCIAL, TAX OR LEGAL ADVICE. WIFIN TECHNOLOGIES OFFERS NO ADVICE REGARDING THE NATURE, POTENTIAL VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY, TRANSACTION, INVESTMENT OR INVESTMENT STRATEGY.
- f. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE USE OF THE SERVICES AND INFORMATION, AND ANY DECISIONS MADE IN RELIANCE UPON THE SERVICES AND INFORMATION, ARE MADE ENTIRELY AT SUBSCRIBER'S OWN RISK.
- g. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.
- h. CERTAIN LEGISLATION, AS AMENDED OR REPLACED, MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS UPON WIFIN TECHNOLOGIES WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED, EXCEPT TO A LIMITED EXTENT. THIS AGREEMENT MUST BE READ SUBJECT TO ANY SUCH STATUTORY PROVISIONS. IF SUCH STATUTORY PROVISIONS APPLY, TO THE

EXTENT TO WHICH WIFIN TECHNOLOGIES IS ENTITLED TO DO SO, ITS LIABILITY WILL BE LIMITED AT ITS OPTION TO: (A) IN THE CASE OF A SUPPLY OF GOODS, THE REPLACEMENT OF THE GOODS OR SUPPLY OF EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED, OR THE REPAIR OF THE GOODS; AND (B) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES PERFORMED AGAIN.

- i. TO THE EXTENT PERMITTED BY LAW, AND SUBJECT ONLY TO ANY EXPRESS EXCEPTIONS CONTAINED IN THIS AGREEMENT, WIFIN TECHNOLOGIES WILL UNDER NO CIRCUMSTANCES BE LIABLE TO THE CUSTOMER FOR ANY LOSS, DAMAGE, EXPENSE, INJURY OR DEATH SUSTAINED OR INCURRED BY THE CUSTOMER OR ANY OTHER PARTY RESULTING DIRECTLY OR INDIRECTLY OUT OF THE SUPPLY, PERFORMANCE OR USE OF ANY EQUIPMENT, SOFTWARE OR INFORMATION SERVICE OR OUT OF ANY BREACH OF WIFIN TECHNOLOGIES UNDER ANY CONTRACT INCORPORATING THIS AGREEMENT, OR OUT OF THE NEGLIGENCE OF WIFIN TECHNOLOGIES.
- j. THIS AGREEMENT IS NOT FOR THE BENEFIT OF ANY THIRD PARTY AND SHALL NOT BE CONSIDERED TO GRANT ANY RIGHT OR REMEDY TO ANY THIRD PARTY WHETHER OR NOT REFERRED TO IN THIS AGREEMENT.

11. Indemnification

Subscriber shall defend, indemnify and hold Wifin Technologies, its affiliates and the Data Providers, and their respective officers, directors, employees, agents and affiliates harmless from and against any and all claims, losses, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising from or relating to: (i) Subscriber's use of the Services; (ii) Subscriber's breach or violation of this Agreement; or (iii) Subscriber's infringement of any third-party's intellectual property rights, including, but not limited to, copyright, proprietary, and privacy rights.

12. Data Providers Enforcement Right

The Data Providers may enforce this Agreement against Subscriber by legal proceedings or other appropriate means.

13. Personal Information

Subscriber's personally identifiable information and other information regarding Subscriber's Customer Account are subject to the terms and conditions of, and will be treated in accordance with, Wifin Technologies Privacy Policy, located at <http://www.WifinTechnologies.com>, which is incorporated herein by this reference.

The Customer irrevocably acknowledges and agrees that:

- I Wifin Technologies may seek and use personal and commercial credit information from a reporting agency for the purpose of assessing a credit application by the Customer or the Customer's credit worthiness and/or the Customer's continuing credit worthiness, and for the purpose of the collection of payments that are overdue in respect of any credit provided by Wifin Technologies in relation to (a) commercial credit applications from or commercial credit provided to the Customer; or (b) personal credit applications from or personal credit provided to the Customer; and
- I Wifin Technologies may give to or obtain from another credit provider or the Customer's mobile phone dealer, any information derived from a report to assess an application, the Customer's credit worthiness and/or the Customer's continuing credit worthiness;

14. Miscellaneous

- a. **Modifications to this Agreement.** Wifin Technologies reserves the right to change or modify any and all of the terms of this Agreement at any time upon notice to Subscriber. Subscribers' use of the Services following any such change or modification constitutes Subscriber's express agreement to be bound by this Agreement as so changed or modified.
- b. **Waiver** Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- c. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the Republic of Singapore without application of the principles of conflicts of law. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in the Republic of Singapore and the parties hereby consent to the personal jurisdiction and venue therein.
- d. **Force Majeure.** Neither Wifin Technologies nor the Data Providers shall be liable for any loss resulting from, and Wifin Technologies and the Data Providers' performance under this Agreement shall be excused in the event of, any interruption and/or delay due to any cause over which such entities do not have direct control, including, but not limited to, acts of God, acts of any government, terrorism, war or other hostility, civil disorder, the elements, fire, earthquake, explosion, power failures, equipment failure, industrial or labor dispute, acts of Data Providers (solely as regards Wifin Technologies), acts of third-party information providers, third-party software, third-party hardware, or communication method interruption.

- e. **Entire Agreement.** This Agreement (including all documents incorporated herein by reference) and the Service Subscription Agreement embody the entire understanding between the parties with regard to its subject matter and supersede any and all prior representations and agreements, oral or written.
- f. **Headings.** The headings appearing herein are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of the applicable clause or this Agreement.
- g. **Severability.** Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, such provision shall be valid and enforceable to the extent permitted by applicable law and the validity and enforceability of the other provisions shall not be affected thereby.
- h. **Assignment.** This Agreement shall not be assignable by Subscriber, either in whole or in part. Wifin Technologies reserves the right to assign its rights and obligations under this Agreement.
- i. **Notices.** Except as otherwise provided herein, all written notices permitted or required hereunder shall be sent to Wifin Technologies at the following office address: Wifin Technologies Pte Ltd, 5 Shenton Way, # 27-01 UIC Building; Attention: Customer Service or, by e-mail, to the following e-mail address: customerservice@Wifin Technologies.com. All notices shall be deemed to have been given upon actual receipt by Wifin Technologies.
- j. **Survival.** Sections 1, 2, 6, 7, 8, 9, 10, 11, 13 and 14 of this Agreement shall survive the termination of this Agreement and shall apply indefinitely.