



TD GLOBAL- Services Terms and Conditions

PLEASE READ THESE SERVICE TERMS & CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS.

Last Updated: March 13, 2018

If you are using TD GLOBAL Services, you (“Customer”) are contracting with Aldawa International PTE Limited, trading as TD Global, Company Registration 201538596Z or one or more of its subsidiaries. TD Global and its subsidiaries are each hereinafter referred to as “TD GLOBAL”, “we”, “us”, or “our”.

TD GLOBAL provides various Services, in the form of Professional Contracting Services, Maintenance Services, and Managed Services (collectively, the “Services”), which Services are more fully described at www.tdglobal.co (“Website”) and any other websites through which TD GLOBAL makes the Services available. By accepting a TD GLOBAL quote or proposal for Services, or by engaging with TD GLOBAL for Services delivery based on the quote or proposal (“Services Proposal”), you agree to comply with and be legally bound by the terms and conditions of these Services Terms & Conditions (“Terms”).

These Terms govern your use of the Services and constitute a binding legal agreement between the Customer and TD GLOBAL (“Agreement”). If you do not agree to these Terms, you are not entitled to continue using such Services.

Modification

TD GLOBAL reserves the right, at its sole discretion, to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Website or provide you with notice of the modification. We will also update the “Last Updated” date at the top of these Terms. By continuing to use the Services after we have posted a modification on the Website or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

Services Agreement

Both parties agree to the following in respect of this Agreement:

1. In the performance of the Services, employees of each party may be exposed to confidential information and materials of the other party. Both parties agree, for themselves and all of their employees (and sub-contractors, if applicable and on a reasonable basis), that such information shall be kept confidential and not disclosed to third parties. Items will not be considered to be Confidential Information if such information is:
 - a. already available to the public other than by a breach of this Agreement;
 - b. rightfully received from a third party not in breach of any obligation of confidentiality towards the other party to this Agreement;
 - c. independently developed by personnel or agents of one party without access to the Confidential Information of the other;
 - d. proven to be already known to the recipient at the time of disclosure; and/or
 - e. produced in compliance with applicable law or order and gives the disclosing party an opportunity to object to and/or attempt to limit such production.
 - f. Unless absolutely necessary, the Customer shall not disclose to TD GLOBAL any personally identifiable information related to the Customer's employees or clients ("Personal Information"). When the Customer is required to provide Personal Information to TD GLOBAL, the Customer shall notify TD GLOBAL beforehand and comply with all applicable laws and either:
 - i. convert the Personal information into fictitious test data, or
 - ii. encrypt the Personal Information and forward such to TD GLOBAL along with the appropriate decryption key/technology. The Customer assumes full responsibility for the competency of the decryption key/technology used.
2. The Customer is prohibited, for the duration of this Agreement and for 12 (twelve) months afterwards from hiring TD GLOBAL's employees who were engaged with Services for the Customer.
3. TD GLOBAL warrants that it will take all reasonable steps to ensure that the Services delivered will be performed by qualified personnel in a professional manner conforming with the generally accepted industry standards and practices.
4. Except as expressly set out in the Services Proposal, all warranties, conditions, representations and terms whether express or implied by statute, common law, custom, trade usage, or otherwise, including without limitation any implied terms, conditions or warranties of satisfaction quality, fitness for a purpose or non-infringement are hereby excluded to the fullest extent permitted by law.

5. TD GLOBAL does not warrant the results of any Services. Notwithstanding the basis on which any legal action may be brought (whether under statute, contract, indemnity, delict or otherwise), under no circumstances shall TD GLOBAL be liable to the Customer for any of the following types of loss or damage arising under or in relation to the Services Proposal or these Terms:
- a. any loss or inaccuracy of data;
 - b. loss of profits;
 - c. loss of business;
 - d. loss resulting from business disruption;
 - e. loss of contracts;
 - f. loss of revenue;
 - g. loss of anticipated savings;
 - h. loss of goodwill;
 - i. loss of reputation;
 - j. payments made to third parties;
 - k. lost or wasted management time or of other employees or contractors;
 - l. charges levied by any third parties;
 - m. any additional bank borrowings or charges relating to bank borrowings;
 - n. costs of recovering debt (regardless of whether due); and/or
 - o. any administrative costs:
 - i. regardless of whether these types of loss or damage listed in this sub paragraph are a direct, indirect, special or consequential; or
 - ii. any indirect, special, incidental or consequential losses or damages whatsoever, even if such party has been advised of the possibility of such losses or damages.
6. To the extent that the Customer suffers any direct loss under, or in connection with, the Services Proposal or these Terms (whether under statute, contract, indemnity, delict or otherwise) which is not excluded above and for which TD GLOBAL is liable in law, the total aggregate liability (direct loss only) of TD GLOBAL to the Customer shall not exceed the fees paid by the Customer under a Services Proposal.
7. Notwithstanding any other clause in these Terms or the Services Proposal, TD GLOBAL shall not be liable for any death or personal injury caused by its negligence or for any liability which

cannot be excluded by law. This section shall survive the termination of these Terms or the Services Proposal.

8. TD GLOBAL may use certain TD GLOBAL proprietary software and documentation (“TD GLOBAL Toolkit”) in performing the Services. The TD GLOBAL Toolkit is owned by TD GLOBAL or its suppliers who shall always retain all rights, title and interest therein. The Customer agrees not to use it for any purpose, relicense, copy in whole or in part, (except for an archival copy or copies made during automatic backups), modify, reverse engineer, decompile or disassemble the TD GLOBAL Toolkit. Access shall be restricted to those expressly authorized by TD GLOBAL in writing. Any information gained by such use shall be treated as Confidential Information. Upon termination of the Services, TD GLOBAL will remove the TD GLOBAL Toolkit from the system including archival or automatic backup copies. The Customer agrees to certify in writing to TD GLOBAL that no other copies of the TD GLOBAL Toolkit remain in their possession.
9. These Terms will be subject to the laws of Singapore and both parties submit themselves to the exclusive jurisdiction of the courts of Singapore. Should the Services be provided to a Customer in a jurisdiction other than Singapore, and/or should the Services be provided by TD GLOBAL from a jurisdiction other than Singapore, then these Terms will be explicitly stated to be subject to the laws of a jurisdiction identified in a clause of the Services Proposal, and both parties agree that such clause in the Services Proposal will overrule this clause in respect of that Services Proposal.
10. This agreement may not be assigned by the Customer without the prior written consent of TD GLOBAL. TD GLOBAL may assign all or any of its rights and obligations under the Services Proposal upon providing written notice to the Customer.
11. No variation of these Terms or of the Services Proposal will be enforced against either party unless such party gives its express consent in writing by an officer of such party.