



**ezQR Pte Ltd**  
63 Jalan Pemimpin  
#05-01  
Singapore 577219  
[www.ezQR.sg](http://www.ezQR.sg)

By signing up for ezQR services or any of the services of ezQR Pte. Ltd. or its affiliates ("ezQR") via the online portal, sales agreement form, or any other means (the "Agreement"), the Merchant is agreeing to be bound by the following terms and conditions ("Terms of Service"). The person executing the Agreement on behalf of Merchant represents that he or she is an authorized representative of Merchant capable of binding it to the Agreement, including the privacy policy at <https://ezQR.sg/privacy-policy>.

Merchant and ezQR hereby agree as follows

**1. Services**

**1. Subscription to the Platform**

1. ezQR shall grant Merchant the right to authorize Users (the "Authorized Users") to access and use the Platform.
2. ezQR shall reserve the right to change the availability of any feature, function, or content relating to the Platform, at any time, without notice or liability.

**2. Restriction of Use**

1. Merchant will not and will not make any use or disclosure of the Platform, the Data that is not expressly permitted under this Agreement. Without limiting the foregoing, Merchant will not (and will not permit any third party to):
  1. Reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Platform;
  2. Modify, adapt, translate, or reproduce the Platform;
  3. Resell, distribute, or sublicense the Platform available on a "service bureau" basis, or otherwise allow any third party to use or access the Platform;
  4. Remove or modify any proprietary marking or restrictive legends placed on the Platform;
  5. Use the Platform in violation of any applicable law or regulation or for any purpose not specifically permitted in this Agreement;
  6. Introduce into the Platform any software, virus, worm, "back door," Trojan Horse, or similar harmful code.

**3. Additional Products and Services**

1. Merchant may order Additional Products and Services at any time during the Term on notice to ezQR, including through the Platform, via e-mail, or by phone. All orders shall be governed by this Agreement.

**4. ezQR Logistics Support Service**

1. Information on ezQR Delivery services is located at [ezqr.sg/wiki](http://ezqr.sg/wiki). Any usage of the ezQR Delivery service shall be governed by this Terms of Service.

**5. Blaze Marketing Service ("Blaze")**

1. Information on Blaze can be found at
- 2.

6. Any usage of Blaze shall be governed by this Terms of Service.

**2. Services Level**

1. ezQR shall use all reasonable commercial efforts to ensure that the Platform is operating and available to the Merchant at a rate of ninety-nine point nine percent (99.9%) uptime. Circumstances beyond ezQR's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, Browser software limitations).

**3. Services Invoicing, Payment Terms and Taxes**

1. In consideration of the Service to be provided by ezQR via the Platform, the Merchant shall pay ezQR the service fee (the "Subscription Fee") and other fees, including and not limited to setup fees (the "Miscellaneous Fee"). Prices for the Services are set out in the Agreement and are exclusive of GST unless these are separately identified and agreed by both parties.
2. The subscription period will begin as stated in the Agreement, unless otherwise stated in the Activation Notice.
3. If Merchant orders any Additional Products and Services, it shall pay ezQR's add-on fees for the remaining of the service term.

4. In consideration of the Service to be provided by ezQR via Blaze and/or Logistics Service, the Merchant shall pay ezQR a Logistic fee (the "Logistic Fee") and/or a Referral fee (the "Referral Fee") equal to the rate as set out in the Agreement.
5. Invoices for the Referral Fees and Logistic Fees will be consolidated and billed within the first week of the following month.
6. ezQR may modify all relevant fees at any time on written notice to Merchant, including email or notification via Merchant's individual account in the ezQR dashboard) and such modification shall be in effect within a reasonable time from notice.
7. The Merchant shall bear and pay all Taxes. If the Merchant is required under the law of any jurisdiction outside the country the Merchant reside in to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to ezQR, the Merchant shall make such deduction or withholding as required and the amount payable to ezQR shall be increased by any such amount necessary to ensure that ezQR receives a net amount equal to the amount which ezQR would have received in the absence of any such deduction or withholding taxes.

**8. Payment to ezQR**

1. Merchant shall pay ezQR all fees due according to the prices and terms stated in the agreement form. All payments are non-refundable. Payments shall be made in full without set-off or deduction.
2. Either a valid credit card, bank account, or other approved facility, is required to process payment. ezQR will automatically charge via Merchant's payment method based on the billing cycles of the respective services. Fees for services are based on Services purchased, regardless of actual usage.
3. Unpaid amounts are subject to a late payment charge of 1% per month, or the maximum legal rate allowed by law, whichever is less. If payment is not received within 30 calendar days of the billing date, ezQR has the right to suspend all services.
4. Merchant is obliged to review all fees for accuracy. Merchant has 7 days from the date of billing to contact ezQR and/or dispute the charge. Failure to do so within the specified time frame will constitute Merchant's agreement that all fees are valid and Merchant thereby waives any claims it may have had regarding such fees.
5. Within thirty (30) days after termination of this Agreement, ezQR shall charge Merchant's credit card, bank account, or other approved facility for any outstanding Fees and Taxes. Fees and Taxes for any Additional Products and Services shall be charged upon execution of the applicable order.
6. Notwithstanding any other provisions to the contrary contained in the contract, ezQR may set off and deduct any and all sums that may be due and owing by the Merchant from any and all amounts payable to the Merchant.

**9. Renewal, Termination and Suspension**

10. Merchant must notify ezQR of its intent to terminate the Services at least 14 calendar days before the next renewal. If notice is not received before such date, the Service will automatically renew for the subsequent renewal period. Merchant shall be invoiced accordingly.
11. Either ezQR or the Merchant may elect to terminate this Agreement immediately by written notice to the other Party if:
  1. The other Party commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within seven (7) days after receipt of written notice giving full particulars of the breach and requiring it to be remedied;
  2. Any order by a court of competent jurisdiction is made for the liquidation or winding up of the other Party, the appointment of any receiver over any of the assets of the Party or any liquidator or provisional liquidator or judicial manager of the Merchant or any resolution is validly and effectively passed by the members or creditors of the Party for the liquidation or winding up of the Party or any analogous procedure under any applicable law; or the other Party ceases or threatens to cease to carry on business.
  3. A breach shall be considered capable of remedy only if the offending Party can comply with the provision in question in all respects other than as to time of performance (provided that time of performance is not of the essence). The rights to terminate this Agreement shall be without prejudice to any other right or remedy of ezQR in respect of the breach concerned or any other breach and shall not affect the right and liabilities of ezQR accrued prior to the date of termination.
12. Upon termination or expiration of this Agreement by either party for any reason, (a) ezQR will cease providing the Services, (b) Merchant will not be entitled to any refunds of any usage fees or any other fees, pro rata or otherwise and (c) any outstanding balance owed to ezQR for usage of the Services, discounts given as part of any promotion, and unpaid Fees associated with the remainder of the Service Term, if any, through the effective date of such termination or expiration will immediately become due and payable in full. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, warranty disclaimers and limitations of liability.
13. If the Merchant terminates the subscription to the Service or cancel the Account prior to the end of the then effective Subscription Term, in addition to other amounts the Merchant may owe ezQR, any unpaid Fees associated with the remainder of such Subscription Term becomes immediately payable and due. This amount will not be payable by the Merchant in the event the Merchant terminates the subscription to the Service or cancels the Account as a result of a material breach of these Terms by ezQR, provided that the Merchant provides advance notice of such breach to ezQR and afford ezQR not less than fourteen (14) days to reasonably cure such breach.

**4. Confidential Information, Merchant Data and Intellectual Property**

1. Each Party shall, and shall ensure that its employees, keep confidential and shall not disclose to any person or use directly or indirectly for its own or any other person's benefit (other than for the due performance by it of its obligations under this Agreement), any Confidential Information disclosed, made available or otherwise provided to that Party ("Receiving Party") by or on behalf of any other Party ("Disclosing Party"). Confidential Information does not include information that:
  1. Was already in the public domain at the point of disclosure
  2. Became available in the public domain after the point of disclosure
  3. Was required by any governmental or regulatory authority or stock exchange having jurisdiction over the Receiving Party in order to comply with any official directive or guideline, whether or not having the force of law
  4. Was received from a third party without the breach of their confidentiality obligations
2. The Receiving Party shall take all reasonable steps to minimize the risk of disclosure of any Confidential Information disclosed, made available or otherwise provided by the Disclosing Party by ensuring that only its employees and directors whose duties will require them to possess any such Confidential Information shall have access thereto, and that they shall be instructed to treat the same as confidential.
3. ezQR will use the Data only to provide the Service and Professional Services and only as permitted by this Agreement. The Merchant acknowledge and agree that in order to provide the Service, ezQR may modify and transfer the Data back to third-party services, all subject to such third party's terms of service governing this Data. ezQR may retain an archival copy of your Data. ezQR shall employ commercially reasonable physical, administrative, and technical safeguards to secure the Data on the Platform from unauthorized use or disclosure.
4. Merchant agrees to remove or anonymize all sensitive information before transferring the Data to ezQR, including, but not limited to, Billing Information, Personally Identifiable Information, and other sensitive information that you collect from your customers, agents, employees, and other parties. ezQR will not have any liability that may result from the disclosure of such information to us.
5. Merchant shall have sole responsibility for the accuracy, quality, and legality of the Data. ezQR does not claim any intellectual property rights over the Data the Merchant provide to the ezQR service.
6. ezQR may monitor the performance and use of the Website and the Platform by all of the Merchants, combine this data (the "Usage Data") with other data (including the Merchant Data), and use such combined data in an aggregate and anonymous manner. The Merchant hereby agree that ezQR may collect, use, and publish such aggregate data for the purpose of creating aggregated and anonymized statistics regarding ezQR Merchant base. Examples of the use of such aggregate data include, but are not limited to, statistics aggregated across all of ezQR's Merchants on metrics such as size of data sets, the number of users of the Website and Platform, revenue, number of transactions, and growth rates.
7. ezQR shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with the Merchant to 1) promote the Service; 2) connection with any services ezQR performs for Merchant. All goodwill generated as set forth herein shall inure to the benefit of Merchant.
8. Any Intellectual Property created, developed, subsisting or used in connection with the Services and whether in existence at the date hereof or created in the future shall be the property of ezQR or the relevant third party from whom ezQR has acquired a right of use with a view to executing the Order.

**9. Third Party Services**

10. ezQR may from time to time recommend or enable third party software, products, services or website links for Merchant's consideration or use. Such software, products, services, and links are provided only as a convenience to Merchants of the Services. Some of the Services made available may be subject to additional third party licensing terms or third party terms of use. Inclusion of any of the foregoing in the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with ezQR with respect to any third party, any third party's website or its content, or any information, products, or services provided by a third party.
11. These Terms and the Privacy Policy do not apply to such third party websites, and Merchant should review such third party websites' privacy policies, terms and conditions and business practices as they may be different than ezQR's Agreement and it is Merchant's sole responsibility to comply with such third party terms. Access to any other website is at Merchant's own risk, and Merchant's dealings and communications with any third party in connection with such third party's website are solely between Merchant and such third party.
12. ezQR makes no representations or warranties regarding third party software, products or services and will not be liable for any software, products or services customer receives from third parties.
13. If Merchant install or enable a Third Party Service for use with the Services, you grant ezQR permission to allow the applicable Third Party Provider to access your data and to take any other actions, including accessing of data from applicable Third Party Provider, as required for the interoperability of the Third Party Service with the Services, and any exchange of data or other interaction between you and the Third Party Provider is solely between you and such Third Party Provider. ezQR is not responsible for any disclosure, modification or deletion of your data or other Materials, or for any corresponding losses or damages you may suffer, as a result of access by a Third Party Service or a Third Party Provider to your data or other Materials.

## **Representations and Warranties**

14. The Merchant warrants and undertakes to ezQR as follows:
  1. The Merchant will remain duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to conduct its business, own its properties, and execute, deliver and perform its duties, obligations, undertakings, warranties and covenants under this Agreement.
  2. The execution, delivery and performance by the Merchant of this Agreement have been duly authorized by all necessary corporate action, and do not and will not contravene any provision of the Merchant's constitutional documents or any indenture, contract or agreement to which the Merchant is a party or by which it or its properties may be bound, to any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect applicable to the Merchant.
  3. All action, conditions and things required by any applicable law or regulation to be taken, fulfilled and done, including the obtaining of any necessary authorisations, approvals, permits, licences and consents, in order to enable the Merchants lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement, to ensure that those obligations are valid, legally binding and enforceable and to make this Agreement admissible in evidence in any court of competent jurisdiction have been taken, fulfilled and done in all material aspects.
15. This Agreement is valid and binding on the Merchant. In entering into this Agreement, the Merchant has relied on its own judgment and has not relied upon any representations, warranties or statements made or purported to be made by ezQR (other than expressly set out in this Agreement). So far as the Merchant is aware, no litigation, arbitration or administrative proceeding is current, pending or threatened to restrain the entry into, exercise of any of its rights under and/or performance or enforcement of or compliance with any of its obligations under this Agreement, and the Merchant is not subject to any outstanding judgment, rule, order, statement of claim, injunction or decree of any court, governmental or regulatory authority or body acting in an arbitral or adjudicative capacity, that may affect its ability to perform its obligations under this Agreement.
5. **Indemnity**
  1. Each party shall indemnify, defend, and hold harmless the other Party, and the other and the other Party's officers, directors, employees, attorneys, and agents (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, damages, fines, and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties (collectively, "Losses") incurred by such Indemnified Parties in connection with any third-party claim, action, or proceeding to the extent arising from, relating to, or alleging that the Party has breached any of its representations and warranties hereunder.
6. **Exclusion and Limitation of Liability**
  1. Notwithstanding anything in this agreement, in no event either party be liable to the other party or any other party (under the law of contract, tort, equity or otherwise) for any damages arising out of or in connection with the agreement that are indirect (meaning not arising in the ordinary course as a direct, natural or probable consequence of the act or omission complained of), regardless of the cause of such damages. Notwithstanding any provision on this Agreement, each party's aggregate maximum aggregate liability to each other out of or in connection with this Agreement, whether based on breach of contract, statutory warranty or otherwise, for any single incident or series of related incidents shall be limited to an amount equal to the service fees actually received by ezQR under this Agreement.
7. **Notices**
  1. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by prepaid registered post with recorded delivery, electronic mail or by facsimile transmission addressed to the intended recipient thereof at its address, electronic mail address, or at its facsimile number set out in the Agreement Form.
2. **Miscellaneous**
3. **Assignment**

Merchant shall not assign, transfer, subcontract or delegate any of its rights, interest or obligations under this Agreement or any part thereof without the prior written consent of ezQR. ezQR may at any time freely assign any of its rights, benefits and interest and/or transfer any of its obligations or liabilities arising out of this Agreement to an Associate by written notice to the Merchant.
4. **Conclusiveness**

A statement issued by ezQR stating any matter or amount due from or owing by the Merchant to ezQR in connection with this Agreement at the date set out in such statement shall constitute conclusive evidence of the fact of such matter or amount as against the Merchant. However, nothing in this Clause shall prevent ezQR from correcting any error or discrepancy in such statement and issuing a substitute statement.
5. **Modifications**

ezQR may amend these Terms of Service at any time by informing the Merchant in writing, electronic mail, or posting the relevant amended and restated Terms of Service on ezQR's website. If the Merchant does not agree to any of the changes to the Terms of Service, the Merchant is not to continue using the Service, and to inform ezQR in writing.

**6. Waiver**

No failure on the part of ezQR to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

**7. Time of Essence**

Time shall be of the essence in the performance of the Parties' obligations under this Agreement.

**8. Third Party Rights**

A person who or which is not a party to this Agreement has no rights under the Contract Act, to enforce any term of this Agreement.

**9. Governing Law and Jurisdiction**

This Agreement shall be governed by, and construed in accordance with, the govern The Parties irrevocably and unconditionally agree to submit to the non-exclusive jurisdiction of the Governing Court.

**10. Force Majeure**

No party shall be held responsible for any delay or failure in performance of any part of its obligations under this Agreement caused beyond its reasonable control and without fault or negligence of the delayed or non-conforming Party.

**8. Definitions**

1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:
  1. "Activation Date" refers to date when ezQR grants Merchant the right to authorize Users (the "Authorized Users") to access and use the Platform
  2. "Activation Notice" refers to any written communication to Merchant that they are authorized to access and use the Platform
  3. "Agreement" means this agreement, which consists of the Agreement Form and the General Terms and Conditions, as the same may be amended, supplemented or otherwise modified from time to time.
  4. "Associate" in relation to a Party means any business entity which directly or indirectly controls, is controlled by, or in under common control with that Party. For purposes of the foregoing, "control" shall mean the direct or indirect ownership of more than 50% of the outstanding voting securities or capital stock of such business entity or other comparable equity or ownership interest.
  5. "Data" refers to information collected from customers utilizing the services provided under this Agreement, including but not limited to the person's name, telephone number and email address, and information submitted by the Merchant to the Platform.
  6. "Authorized User" means any of existing employees of the Merchant, consultants, or agents whom the Merchant authorized to access and use the Platform pursuant to the terms and conditions of this Agreement; provided, however, that any consultants' or agents' access and use of the Platform shall be limited to their provision of services to the Merchant. The Merchant is responsible for the acts and omissions of its Authorized Users and any other person who accesses and uses the Platform using any of the Merchant or its Authorized Users' access credentials.
  7. "Non-Promotional Price" means the full non discounted price of the relevant Service
  8. "Parties" refer to the Merchant and ezQR collectively, and "Party" means any of them.
  9. "Taxes" means goods and services tax, value added tax, and any and all other taxes, duties, levies, imposts, licence duties, registration fees and any other charges or imposts howsoever described.