



## MERCHANT TERMS AND CONDITIONS AGREEMENT

IMPORTANT - Please read these terms carefully. By signing the application form provided by us, the merchant ("You") agrees to have read, understood, agreed and accepted with the terms and conditions and agree to partner up with **ODAFY PTE LTD** also known as **ODAFY** to have their products up on the application known as **BYTE**.

This terms and conditions constitute a legal agreement between the partner and **ODAFY PTE LTD**. As part of the agreement, the partner must agree to all the terms and conditions that are set below. In future, any amendments or additions to the terms and conditions will be updated through **BYTE** website [www.bytesg.com](http://www.bytesg.com).

The person signing the agreement represents that he or she is an authorised representative of the merchant capable of binding it to the agreement.

### ODAFY AND MERCHANT HEREBY AGREE AS FOLLOWS:

#### 1. Registration

- a. We will provide you with your login credentials upon agreeing to the Terms and Conditions and applying to be listed on **BYTE**. You will be the sole user and operator of your account.
- b. You will be able to change your password upon request. You will not be able to change your username.
- c. The account provided by us will only be limited to you or whoever you have assigned to.
- d. Other merchants will not have access to your account neither will they be able to view the transactions you have in your account.
- e. If you have decided to terminate your agreement with us, we will disable your account with immediate effect.
- f. If you have forgotten your unique username or password, please contact us via email so we can reset it for you. The contact details are [admin@bytesg.com](mailto:admin@bytesg.com).

#### 2. User ID, Password and Security

- a. In the event that any username and/or password is used by you or issued to you by us during the process of your signing up to be a part of **BYTE**, you shall protect the secrecy of such username and/or password at all times and shall ensure that the username and/or password is not revealed or disclosed in any manner whatsoever to any person. You should change your password from time to time to enhance its security. You shall be fully responsible for all



use and liability resulting from access to application with your username and/or password. We shall not be responsible for unauthorized login incurred by you arising from or in connection with the misuse or disclosure of your username and/or password.

- b. Any passwords or rights given to you to obtain information or other contents are not transferable and may only be used by you. You must keep your password confidential and immediately notify us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your username or password or any breach of security is known to you. You agree that any person to whom your username or password is disclosed is authorised to act as your agent for the purposes of using (and/or transacting via) the services and application. Maintenance of the confidentiality of your password is your responsibility.
- c. If you suspect that your password has been compromised in any manner, you must immediately inform us and change your password.

### **3. Products, Prices and Promotion**

- a. We will only list items or products from your store upon our approval. Special requests will be subjected to approval and/or additional charges.
- b. There will be a fixed percentage charge of the prices(inclusive of takeaway fees) on **BYTE** mobile application without affecting your profit neither will we take a cut from your original price.
- c. Listing promotions, special events or any additional information on our platform is available upon request. Additional charges will apply. Do contact our sales team at [admin@bytesg.com](mailto:admin@bytesg.com) for further enquiry.
- d. Your promotion, special event or any additional information will be present in our mobile application **BYTE** for the duration that was agreed for. There will be no hidden charges.
- e. Once your promotion, special event or any additional information have been finalised and released into **BYTE** mobile application, no changes will be allowed. Any additional changes will be subjected to approval and/or additional charges.

### **4. Additional Products or Services**

- a. You are to update your menu on the **BYTE** Merchant mobile application whenever necessary. We will not be responsible or liable for any misaligned prices or loss of profit. If you require additional assistance, please contact us via email [admin@bytesg.com](mailto:admin@bytesg.com).
- b. You are to state the prices on **BYTE** mobile application as it is stated on your physical store. You are not allowed to increase the price on **BYTE** mobile application.



- c. You are to include takeaway fees in the prices on **BYTE** merchant mobile application. If you require additional assistance, please contact us via email [admin@bytesg.com](mailto:admin@bytesg.com). We will not be responsible or liable for any loss in profit or misaligned prices.

## 5. Delivery Of Products

- a. You will not be involved in the delivery of products. Delivery will be handled by us.

## 6. Payment

- a. All payments from merchants to **ODAFY** or **BYTE** are non-refundable. Payments are to be made first to **ODAFY** or **BYTE** before any sales or promotions or special requirements or special events or transactions can proceed.
- b. Your revenue earned through **BYTE** mobile application will be either credited to your bank account provided to us or paid in cash to you. Payments will be made to you either every 2 working days or every end of the month.
- c. In an event if you wish to change your mode of payment, do contact us at [admin@bytesg.com](mailto:admin@bytesg.com).
- d. We do not accept any requests for splitting of payments for products or splitting payments for orders.

## 7. Confidential Information, Merchant Data and Intellectual Property

- a. 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 terms and conditions), 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:
  - i. Was already in the public domain at the point of disclosure
  - ii. Became available in the public domain after the point of disclosure
  - iii. Was required by 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.
  - iv. Was received from a third party without the breach of their confidentiality obligations



- b. You shall take the necessary precautions of the kind generally taken with respect to its own confidential information to preserve the confidentiality of the information made available to such parties.
- c. In the event of a breach, **ODAFY** is entitled to injunctive relief and a decree for specific performance, and any other relief allowed under applicable law (including monetary damages if appropriate) including reasonable attorney fees.
- d. The merchant grants to **ODAFY** and **BYTE** a non-exclusive, worldwide, royalty free, paid-up, perpetual, irrevocable, transferable and sub-licensable license and right to use, modify, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish and publicly perform: (a) the merchant 's name, logos, trademarks, service marks, domain names, and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved to use by the merchant (collectively, "**Merchant IP**"); and (b) any third party's name, logos, trademarks, service marks, domain names, audiovisual recordings, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved for use by the merchant (collectively, "**Third Party IP**"), in each case in connection with the promotion and resale of the goods and services in all media or formats now known or hereinafter developed ("**License**"). Any use of the Merchant IP or Third Party IP as contemplated in this Terms and Conditions is within Odafy's and Byte's sole discretion.

## 8. Your Responsibility

- a. You shall use our services subject to the following conditions:
  - i. You agree to abide and comply with the terms and conditions at all times
  - ii. You agree to submit any your NRIC/FIN for verification purposes if requested by us
  - iii. You have provided us with all the information we require in connection with your registration, and such information is complete and accurate
  - iv. You grant us the right to disclose specific information as required by any applicable law, direction of a regulatory authority or stock exchange or pursuant to a court order
  - v. You acknowledge that incomplete or erroneous information provided by you may result in loss or delay in receiving your payment from us

## 9. Our Responsibility

- a. We will notify you of any changes to the Terms and Condition.



- b. In providing you our services, we act as an independent contractor and we are not an agent of any Merchant(s) or act in any other capacity unless otherwise specifically stated by us.

#### **10. Disclaimer and Exclusion of Liability**

- a. We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the services, the site or the application will be free of faults or that **ODAFY** will be free of error, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us at [admin@bytesg.com](mailto:admin@bytesg.com).
- b. We reserve the right to change, modify, substitute, suspend or remove without notice any information, **ODAFY** or **BYTE** on the site or application from time to time. Your access to the application may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or **ODAFY** or **BYTE** from the application at any time.
- c. We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these terms and conditions.
- d. We will not be liable for food poisoning neither will we compensate you as ensuring food quality is your responsibility.

#### **11. Indemnity**

- a. You shall indemnify and keep us indemnified at all times from and against all demands, claims, actions, suits and proceedings incurred, suffered or sustained by us in connection with the services performed for you, and pay us damages, costs and interest in connection with such demands, claims, actions, suits or proceedings.

#### **12. Termination by Us**

- a. We reserve the right to terminate or suspend your user account and/or the services at any time without assigning any reason.
- b. Without prejudice to the generality of the foregoing, we reserve the right to terminate or suspend your use of the Services if:
  - i. there is abuse or misuse of the Services by you; or



- ii. we are of the reasonable opinion that you have breached any of these terms and conditions.
- c. We shall not be liable to you or to any other party for any damages, losses, cost or expenses howsoever caused by or arising out of such termination or suspension.
- d. Upon the termination of any user account, **ODAFY** reserves the right to delete from server(s) any information contained in the site or application, including, but not limited to, postings, comments, bookmarks, messages, user ratings and points in account. There will be no refund to any kind on termination and you agree to waive all rights to claim or request of such refund.

### **13. Termination by You**

- a. You may terminate use of the services by giving us at least one (1) calendar month's prior notice by contacting us.
- b. Your termination of use of any services shall not release you from any liabilities or responsibilities which have accrued prior to the date of termination, including but not limited to your obligation to pay any outstanding charges.

### **14. Restricted Areas**

- a. For the avoidance of doubt, your product shall not be delivered to restricted areas in Singapore other than the school campus that you are in unless stated by us.