

ROOMA

GENERAL TERMS AND CONDITIONS OF USE

This website/mobile application is operated by Rooma Services Pte Ltd (Company registration No.: 201915551D) ("**Rooma**"), a company incorporated under the laws of Singapore.

The following terms and conditions (these "**T&Cs**") govern your access to and use of the Rooma website (<https://www.rooma.co/>) and the mobile application (Rooma App) (collectively, the "**Rooma Platforms**"), including any content, functionality, services, and subscriptions, offered on and through the Rooma Platforms (collectively, the "**Rooma Services**").

We use your personal data for service provision, marketing, security, and compliance. For information on how we use your personal data, please refer to our Privacy Policy at .

To go straight to more information on each area of these T&Cs, click on the links below:

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Unless the context otherwise requires, the definitions and interpretative provisions in Schedule 1 apply throughout these T&Cs.

1. CONTRACTUAL RELATIONSHIP

- 1.1 These T&Cs constitute a legal agreement between Rooma and you, that applies to all services provided by Rooma in conjunction with the Rooma Services. By accessing and/or subscribing to the Rooma Services in any way, you shall be deemed to have used (and be a user of) the Rooma Services (a "**Rooma User**"). As a Rooma User, you indicate that you agree to be bound by and comply with these T&Cs (as may be updated by Rooma in its sole and absolute discretion from time to time, by publishing the updated T&Cs on the Rooma Platforms). You understand and agree that as a Rooma User, if you access and/or continue use of any of the Rooma Services after the date on which the T&Cs have changed, your use shall be deemed as acceptance of the updated T&Cs.
- 1.2 Together, these T&Cs and any other terms and conditions as may be agreed between us in writing, shall form the terms of contract between you and Rooma, for the Rooma Services you access/subscribe for from time to time.

2. CONFLICT OR INCONSISTENCY

- 2.1 If there is any conflict or inconsistency between any provisions of these T&Cs, the applicable Service Specific T&Cs, and any other terms and conditions otherwise agreed between us in writing, the documents shall be construed in the following order of precedence:
 - (a) any other terms and conditions otherwise agreed between us in writing; and

- (b) these T&Cs.
- 2.2 In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency will be resolved in Rooma's favour.
- 2.3 For the avoidance of doubt, the most recent published version available on the Rooma Platforms of the relevant T&Cs, shall be taken to apply in the event of any conflict or inconsistency.

3. THE ROOMA SERVICES

- 3.1 The Rooma Services constitute the Rooma Platforms and the content, products, and services provided by Rooma through the Rooma Platforms, as may be amended at Rooma's sole discretion from time to time. The contents, products, and services include:
- (a) the subscription to Rooma housekeeping subscription packages ("**Rooma Packages**");
 - (b) the subscription to one-off Rooma housekeeping services;
 - (c) the subscription to one-off Rooma moving services; and
 - (d) the booking, rescheduling, and cancellation of housekeeping appointments.

3.2 Licence

- (a) Rooma hereby grants you a revocable, personal, non-commercial, non-exclusive and non-transferable licence to use the Rooma Services.
- (b) Unless otherwise agreed by Rooma, you are only permitted to use the Rooma Services on your personal device owned by you, or under your personal control, for the sole purpose of performing the functions on the Rooma Platforms and accessing Rooma Services for your personal non-commercial use, subject to these T&Cs. Unless set out in these T&Cs, no other right, license or permission is granted to you in relation to the Rooma Services and your use of the same.
- (c) The Rooma Services and any portion thereof may not be reproduced, duplicated, copied, downloaded, sold, resold, visited or otherwise exploited for commercial purposes without the express consent from Rooma. Any unauthorised use terminates the license granted by Rooma.

3.3 Restrictions

You shall not:

- (a) use, download, sync, or copy the Rooma Services other than as permitted by these T&Cs;
- (b) rent, lease, lend, sell redistribute, sublicense, or otherwise transfer the Rooma Services other than as expressly permitted by these T&Cs;
- (c) copy, reproduce, translate, adapt, vary, modify, reverse engineer, disassemble, attempt to derive the source code of or creative derivative works of the Rooma Services, or any part of it, except only to the extent that the applicable law provides that such cannot be prohibited;

- (d) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Rooma Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Rooma Services;
- (e) attempt to gain unauthorised access to or impair any aspect of the Rooma Services or their related systems or networks;
- (f) use Rooma Services for any fraudulent, illegal, or improper purposes or to violate any person's rights, or in any way which may affect other Rooma Users' enjoyment or access to any Rooma Services or cause irritation, annoyance, disturbance, embarrassment, nuisance, harassment, inconvenience, or anxiety to anyone;
- (g) use Rooma Services to transmit any content which contains viruses, worms, Trojan horses, or any other harmful, destructive, or adverse component or programming routine that may interrupt, disrupt, congest, adversely impact or harm the network, the Rooma Services, or the systems or networks of other persons; or
- (h) use the Rooma Services for any unlawful purpose whatsoever, or any other purpose not authorised by these T&Cs.

3.4 Third Party Services and Content

The Rooma Services may be made available to, or accessed by, third-party services and content (including advertising) that Rooma does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Rooma does not endorse such third-party services and content and in no event shall Rooma be responsible or liable for any products or services of such third-party providers.

3.5 Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Rooma Platforms. You are responsible for all internet access charges. Please check with your internet service provider for information on possible Internet data usage charges. Your mobile network's data rates and fees may apply if you access or use the Rooma Platforms from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Rooma Services and any updates thereto. Rooma does not guarantee that the Rooma Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Rooma Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

3.6 Security

Rooma shall not be responsible for the security of any and all information transmitted to, from, or through the Rooma Platforms.

3.7 Ownership

- (a) The Rooma Services and all rights therein are and shall remain Rooma's property or the property of Rooma's licensors (as the case may be). Neither these T&Cs nor the use of the Rooma Services convey or grants you any rights: (i) in or related to the Rooma Services except for the limited licence granted above; or (ii) to use or reference in any manner Rooma's company name/ brand, logo, product and service name(s), trademarks or services marks, or those of Rooma's licensors.
- (b) Rooma will own any and all feedback, suggestions, ideas, or other information or materials regarding Rooma or the Rooma Services that you provide, whether by email, through the Rooma Services or otherwise ("**Feedback**"). You hereby assign to Rooma all right, title and interest to Feedback together with all associated intellectual property

rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

3.8 Payment

- (a) You are liable for all charges and payments for all Rooma Services procured or obtained through the Rooma Platforms.
- (b) All payments for Rooma Services shall be paid:
 - (i) without any set-off, condition, or counterclaim;
 - (ii) net of any tax levied on the provision of Rooma Services (save for corporate income tax); and
 - (iii) free and clear of all deductions or withholdings.
- (c) If any tax is levied, or any deduction or withholding is required, by law in respect of the provision for any Rooma Services, you shall pay such additional amount as will, after provision for such tax, deduction, or withholding has been made, leave Rooma with the full amount which would have been received by it had no such provision for such tax, deduction or withholding had been required to be made.
- (d) In the absence of fraud or manifest error, all our records relating to the Rooma Services are conclusive evidence of the accuracy, completeness, and truth of all matters stated in them.

4. SUBSCRIBER

Subscription

- 4.1 As a Rooma User, you may log in to the Rooma App via your Facebook Account, Apple ID, or as a guest. No log in is required when accessing the Rooma Services through the Rooma website. You may create an account on the website (as set out below).
- 4.2 Rooma Users may subscribe to our products and services available on the Rooma Platforms, as may be amended from time to time at Rooma's sole discretion, including but not limited to:
 - (a) one-off Rooma housekeeping services:
 - (i) one single housekeeping session for a fixed period of time; and
 - (ii) fees pre-paid on a per-session basis.
 - (b) Rooma Packages:
 - (i) fixed number of housekeeping sessions for a fixed period of time per session;
 - (ii) valid for a fixed period of 30 days (unless otherwise specified);
 - (iii) automatically renewed every 30 days unless otherwise terminated by contacting us at hello@rooma.co; and
 - (iv) fees pre-paid on the renewal date falling every 30-days.
- 4.3 Upon subscription to any of our products and/or services, you shall be deemed a "Subscriber".

Bookings, Rescheduling, and Cancellation

- 4.4 Once a Subscriber, you may book your relevant appointment date and time via our Rooma Platforms. Upon confirmation of your booking, a confirmation notice will be sent to you. This confirmation notice will include:
- (a) your unique booking reference;
 - (b) date and time of session;
 - (c) session venue (as entered by you);
 - (d) Rooma personnel assigned;
 - (e) number of sessions left in your Rooma Package (if applicable);
 - (f) relevant links and contact details should you wish to amend your booking; and
 - (g) such other information that Rooma may deem relevant to you.
- 4.5 All bookings and/or amendments to bookings shall be on a first-come-first-serve basis and shall be subject to availability.
- 4.6 For Subscribers to Rooma Packages, all bookings (and amendments if any) should be made within the 30 day fixed period (i.e. all sessions should be scheduled within the 30 day fixed period). Any unused sessions shall be forfeited at the end of the 30 day fixed period. No refunds will be made to you for such unused sessions.
- 4.7 You may amend/reschedule a booking at any time falling **before** 48 hours of your appointment. If rescheduled/amended within the stipulated time, no additional charges shall be incurred by you. Failure to reschedule/amend your booking within the stipulated time frame shall mean forfeiture of such session. You shall not be refunded, and Rooma shall not be obliged to refund, the forfeited session to you. Further, such rescheduled appointment shall constitute a new subscription and booking and will be automatically chargeable as such. You hereby permit and consent to Rooma charging the relevant fees and charges for such rescheduled appointment, and hereby permit and consent to our Payment Agent releasing such relevant fees and charges to Rooma.
- 4.8 You may cancel a booking at any time falling **before** 48 hours of your appointment. If cancelled within the stipulated time, you will be refunded the session and may make a new booking with no additional charges. Failure to cancel your booking within the stipulated time frame shall mean forfeiture of such session. You shall not be refunded, and Rooma shall not be obliged to refund, the forfeited session to you.
- 4.9 Rooma may cancel a booking at any time and will notify you of such cancellation. Your session will be refunded to you and you may make a new booking with no additional charges. In the event that the Subscriber is unable to reschedule/find an appropriate new booking thereafter, please contact us at hello@rooma.co for a refund of such one-off session, or an extension of time for such session under a Rooma Package.
- 4.10 For the avoidance of doubt, Rooma may change the assigned Rooma personnel at any time. Such change of assigned Rooma personnel shall not constitute a cancellation of the booked session. Rooma shall notify you of such change of personnel. Should you have any queries on the same, you may contact us at hello@rooma.co.
- 4.11 In the event that Rooma personnel attends at such service venue at such scheduled time as specified in your booking and is unable to access the venue for a period of more than 20 minutes (whether due to no one answering the door or otherwise), such session shall be

deemed to have been cancelled by the Subscriber and forfeited. You shall not be refunded, and Rooma shall not be obliged to refund, the forfeited session to you.

- 4.12 Rooma shall not be liable for any loss or damage suffered by the Subscriber as a result of any cancellation or amendment of any session.

Payments, Tips, and Refunds

- 4.13 The fees and charges payable for the Rooma Services are as set out on the Rooma Platforms, and may be amended from time to time at Rooma's sole discretion. Any such updated fees and charges will apply prospectively to any subscriptions/renewals that take place following the effective date of such updated fees. Rooma will notify any Subscriber of Rooma Packages should such change in fees and charges apply to your subscription. Your continued use of the Rooma Services (e.g. you do not terminate your Rooma Package before such effective date, or continue to subscribe to new one-off sessions after the effective date) shall be deemed as acceptance to the new fees and charges.
- 4.14 All subscriptions/renewals shall be non-reversible and non-refundable, regardless of whether they were unauthorised (due to theft or unauthorised usage), transacted without your knowledge or consent, or transacted by mistake.
- 4.15 The Rooma Platforms engage the use of third party escrow and payment agent(s) to collect the fees and charges payable for our products and services ("**Payment Agent**").
- 4.16 Subscribers agree to use and allow the Payment Agent to automatically process their credit card in an amount equal to the cost of the subscription as reflected on the Rooma Platforms at the time of subscription, and to remit the relevant fees and charges to Rooma.
- 4.17 Subscribers to Rooma Packages agree and understand that the Payment Agent will automatically process their credit card every 30 days¹ for the fees and charges payable for such Rooma Package.
- 4.18 In the event that there is a failure to process such payments by our Payment Agent and we do not receive/ receive incomplete payments, Rooma shall not be obliged to provide its services to you. In the event that Rooma notices such incomplete payments/bounced payment, Rooma may notify you. However, it is your responsibility as a Rooma User to contact us at hello@rooma.co should you suspect any issues with the processing of your subscription.
- 4.19 In the event of a refund to the Subscriber, the Subscriber hereby authorises the Payment Agent to refund such relevant amounts directly to such subscriber's credit card.²
- 4.20 In the event that you wish to tip our personnel, please do not do so in cash on site. All tips should be paid to Rooma directly. We would be happy to hear feedback from you about our personnel as well.
- 4.21 For tips, you may use Paynow to make the necessary payments to Rooma. Please send us an email (hello@rooma.co) with proof of payment and your unique booking reference for us to trace the personnel who attended to you. We will ensure that our personnel are rewarded for their hardwork.³

¹ Note to Draft: Is this every 30-days or monthly? If one were to sign up on 1 February will this be renewed on 1 March or only after 30 days? If one were to sign up mid-month, will this renew on the same "date" on the month after or only after 30 days?

² Note to Draft: Please clarify if this is feasible? Or do you need Subscribers to notify you of a refund channel/account before you are able to manually refund such payments?

³ Note to Draft: Is the paynow option only for tips or for subscription payments as well? We assume that subscription packages do not have this option? If paynow is an option for subscription, how will payment be recorded? Can they still check out? Do they provide a screen capture at checkout? How

- 4.22 Should you have any queries pertaining to the fees, charges, payments, tips, or refunds, you may contact us at hello@rooma.co.

Creating an Account⁴

- 4.23 After you have made your first booking, as a Subscriber, you may choose to create an account.
- 4.24 Having an account will allow you to conveniently log-in through the Rooma website to view, amend/reschedule, cancel your bookings.
- 4.25 You should be responsible for the security of your username and password and it is recommended that you change your password periodically to prevent unauthorized usage or theft of password by third parties.
- 4.26 Accesses to your account using your username and password shall be deemed to be by yourself, even if it is actually accessed by persons other than you due to theft or unauthorised usage. Rooma shall not be liable for any loss or damage including consequential losses arising out of such unauthorised usage or theft.
- 4.27 Should you suspect that there has been unauthorised access to your account, you are to notify Rooma of the same via email (hello@rooma.co). Until such notice is received and processed (within 7 Business Days from date of receipt of notice) by Rooma, you shall be responsible for any charges incurred using your account, regardless of your knowledge or authorisation.
- 4.28 **Selling or Sharing Accounts** - You may not buy or sell your account. Lending or giving a username and password to a third party, or sharing a username and password with a third party is also prohibited.
- 4.29 Creating an account is optional. You will still be able to access, amend/reschedule and cancel your booking(s) through the links provided in the confirmation notice sent to you. Alternatively, you may contact us at hello@rooma.co. We endeavour to reply to all queries within [3-5] Business Days.

Termination

- 4.30 Should you wish to terminate your subscription and/or delete your account, please contact us at hello@rooma.co. We endeavour to reply to all queries within [3-5] Business Days. You will receive a confirmation notice stating your subscription expiration date/account deletion date. Any and all remaining sessions should be utilised before such date of expiration/deletion. No refunds will be made to you should you have any outstanding sessions at such date of expiration/ deletion, and such sessions shall be forfeited.
- 4.31 In the event that there has been a breach of these T&Cs, or due to any illegal or inappropriate use of the Rooma Services, Rooma reserves the right to without warning suspend service, or disable any and all of your accounts (if any). To the extent permissible under the law, Rooma will not bear any responsibility for any resultant damages from such suspension, change of username and password, or disabling of the account(s).
- 4.32 In the event of such suspension or disabling of your account(s), all bookings shall be cancelled and all outstanding unused sessions will be frozen pending further investigation by our Rooma team, including receipt of your reasons/explanation (if so required by our Rooma team). Should it be deemed that your subscription/account(s) shall be permanently terminated, the outstanding sessions will be refunded to you following termination. You authorise Rooma to

are refunds processed if their mode of payment is using paynow?

⁴ Note to Draft: Please consider how this account links with the Facebook/ Apple ID on the App, and generally how does this link to the App? There does not seem to be such a "log in" option on the App.

remove/set off any amounts for any applicable fees and/or charges owed by you under these T&C before any refunds are made to you.

- 4.33 Rooma reserves the right to retain full custody of any funds and personal data which may be turned over to governmental authorities in the event that your subscription/account is suspended/terminated arising from suspected to be/pending investigations in connection with illegal activities.

5. ROOMA's OBLIGATIONS

- 5.1 Rooma shall provide its services in accordance with each booking and the features of the relevant product/service subscribed to as set out on the Rooma Platforms, as amended from time to time at Rooma's sole discretion.
- 5.2 Rooma endeavours to provide its Subscribers with housekeeping with such care and skill as may be reasonably expected of such personnel.
- 5.3 Rooma shall provide basic equipment reasonably expected to be necessary for the provision of its services to the Subscriber, namely:

For housekeeping:

- (a) sponges and green pads;
 - (b) metal scrounge;
 - (c) microfibre cloths;
 - (d) spray bottle;
 - (e) multipurpose cleaning cream;
 - (f) multipurpose cleaning liquid solution; and
 - (g) glass cleaning liquid solution;
- 5.4 Rooma and its personnel shall take all necessary steps to avoid and minimise any loss and/or damage to the Subscriber's property at each service venue.
- 5.5 Rooma's personnel shall utilise the fixed time allocated (per subscription) in such a manner, as he/she may reasonably see fit, to effectively and efficiently deliver reasonably satisfactory result for each Subscriber.

6. ROOMA USERS' OBLIGATIONS

- 6.1 As a Rooma User you are to use all Rooma Services strictly for personal and non-commercial purposes only.
- 6.2 You warrant that the service venue provided is a private residential property and not an office, hostel, dormitory, or a place of business.
- 6.3 You shall use the Rooma Services in an ethical, appropriate, and responsible manner.
- 6.4 As a Rooma User you are to ensure that your activities do not impair the ability of other Rooma Users to have access to reliable Rooma Services. You shall not abuse, misuse, exhaust or otherwise take unfair advantage of Rooma Services to the detriment of other Rooma Users.

- 6.5 You warrant that the information provided to Rooma is true, accurate and not misleading in any way.
- 6.6 You warrant that you have all requisite authority, and legal right, to authorise Rooma to provide its services at the service venue provided by you in your subscription/booking.
- 6.7 You shall do all things necessary to enable the Rooma personnel to efficiently perform the services subscribed to.
- 6.8 You shall provide all basic equipment reasonably expected to be necessary for the provision of its services to the Subscriber, namely:

For housekeeping:

- (a) vacuum cleaner (or broom with dustpan);
 - (b) mop with mop pole (or spray mop);
 - (c) pail with mop wringer;
 - (d) Any other empty pail);
 - (e) toilet brush;
 - (f) Ladder (not exceeding 2m in height)
- 6.9 You shall do all things necessary to ensure a safe environment for the Rooma personnel to provide its services and undertake to immediately notify Rooma and apply to temporarily suspend Rooma's services where you have reason to believe that such a safe environment cannot be provided.
 - 6.10 For the avoidance of doubt, the environment shall be deemed to be unsafe where the premises for which Rooma's services are to be provided have been recently visited, occupied, or otherwise used, by any person:
 - (a) with symptoms associated with a possible COVID-19 infection; or
 - (b) subject to any movement control measure, as defined under the COVID-19 (Temporary Measures) (Control Order) Regulations 2020.
 - 6.11 You shall ensure that any tools/equipment/product provided by you for Rooma personnel's use shall be safe and suitable for its purpose.
 - 6.12 Rooma shall be permitted to suspend/terminate your subscription/account in the event that any of the above obligations are suspected/found to have been wrong, untruthful, falsified, inaccurate and/or breached.

7. SUBSCRIBER DISPUTE

- 7.1 Subscribers shall have 24 hours ("**Dispute Period**") following completion of a scheduled session to raise any issues with the service provided ("**Subscriber Dispute**"), namely if the service was not up to reasonable standard and quality, or if there is any suspected damage to property.
- 7.2 All Subscriber Disputes may be raised via email at hello@rooma.co and shall be subject to investigation by our Rooma team.

- 7.3 You are solely responsible for the provision of such evidence to substantiate your Subscriber Dispute.
- 7.4 You acknowledge and agree that Rooma is deemed to have provided acceptable quality service unless proven otherwise.
- 7.5 Rooma shall not be liable for any damage caused by its personnel to property or service location where such damage is in any way due to your breach of these T&Cs, including failure to provide the personnel with safe and suitable equipment and/or environment for them to provide their services. Rooma shall only be responsible for any damage caused by the gross negligence of its personnel, where such alleged cost of damage exceeds [20%] of the monthly subscription amount paid for such service, or for one-off bookings of which its value is lower than .
- 7.6 In the event that Rooma finds in favour of the Subscriber:
- (a) where such Subscriber Dispute pertains to the quality of service provided, Rooma shall either (i) arrange for another personnel to attend at the service location, at no additional cost to the Subscriber, at a time and date agreed between parties, to rectify the service to a reasonable standard; or (ii) provide the Subscriber with a partial or full refund (as may be determined by Rooma at its sole discretion) for the relevant session; and
 - (b) where such Subscriber Dispute pertains to damaged property solely due to the gross negligence of Rooma's personnel, Rooma shall compensate the Subscriber for such sums reasonably sought by the Subscriber/ as Rooma deems fit for such damages. The Subscriber is solely responsible for providing such satisfactory proof of the cost of such item (e.g. receipts and invoices), without which the amount of damages shall be determined at the sole discretion of Rooma (taking into consideration the amount claimed by the Subscriber and the objective value of such item(s)). In any case, any and all compensation shall not exceed the amounts paid for such services by the Subscriber.
- 7.7 Upon completion of such rectification services/payment of damages, the Subscriber Dispute shall be deemed to have been resolved and the matter closed. Rooma shall not be obliged to entertain any further claims pertaining to the same issues thereafter.
- 7.8 In the event that the Subscriber fails to bring a Subscriber Dispute within the Dispute Period, Rooma shall not be obliged to provide any rectification services or damages to the Subscriber, and shall be entitled to summarily dismiss such Subscriber Dispute.
- 7.9 Save as provided herein, the Subscriber acknowledges and agrees that Rooma shall not be liable for any other loss or damage suffered by the Subscriber arising from or in connection to a Subscriber Dispute.

8. PERSONAL INJURY CLAIMS

- 8.1 In the event that any of our Rooma personnel suffer from any personal injury or disease as a result of negligence, a breach of statutory duty, and/or a breach of these T&Cs by the Subscriber, the Subscriber shall:
- (a) be responsible to such personnel for any personal injury, disease, and/or consequential damages (including loss of income) that may be sustained by such personnel, and shall fully compensate such personnel accordingly;
 - (b) agree to indemnify, defend, and hold harmless Rooma against any and all claims, demands, liabilities, losses, costs, damages (whether consequential or otherwise) and expenses (including, without limitation, reasonable legal fees) arising from or inconnection with such personal injury/disease suffered by said personnel; and

- (c) for the avoidance of doubt, consequential damages due to Rooma shall include, without limitation, all loss of profit suffered by Rooma where, in connection with a breach of these T&Cs by the Subscriber, one or more of Rooma's personnel are unable to properly discharge their duties to or on behalf of Rooma as a result of contracting COVID-19 or being subject to a movement control.
- 8.2 Upon discovery of such personal injury or disease suffered by its personnel, Rooma will notify the Subscriber, soonest practicable. In any case, such notification shall be within [14] Business Days from the date of booking served by such personnel for such Subscriber.⁵
- 8.3 You are expected to respond within [3-5] Business Days upon receipt of such notification should you disagree with such claim. Failure to respond within the stipulated time shall be deemed as acknowledgment and acceptance of the claim against you and you shall be solely responsible for such compensation and indemnification as set out above.
- 8.4 You hereby acknowledge and agree to our Payment Agent automatically processing such amounts from you. Where you are subscriber of a Rooma Package, You acknowledge and agree that Rooma shall be entitled to set-off such claims against the amounts payable at your next renewal.

9. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY

9.1 Disclaimer

- (a) The Rooma Services are provided "as is" and "as available." Rooma disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- (b) In addition, Rooma makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Rooma Platforms or any content, services or goods linked through the use of the Rooma Platforms, or that the services provided will be uninterrupted or error-free. You agree that the entire risk arising out of your use of the Rooma Services, and any content service or good obtained in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

9.2 Limitation of Liability

- (a) Rooma shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Rooma Services, even if Rooma has been advised of the possibility of such damages. Rooma shall not be liable for any damages, liability or losses arising out of your use of or reliance on the Rooma Services or your inability to access or use the Rooma Services.
- (b) Notwithstanding any provision to the contrary, the liability of Rooma shall in all events be limited to the amount to aggregate fees paid by you to Rooma in the [1-month period] preceding the date of your claim.
- (c) The limitations and disclaimer in this section do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

⁵ Note to Draft: You may wish to consider limiting the time for such discovery, especially for "diseases" as it may be difficult to prove causal link otherwise. It also grants Subscribers peace of mind that no claim is going to come after them months after service is rendered.

9.3 Indemnity

You agree to indemnify and hold Rooma and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees) arising out of or in connection with: (i) your use of the Rooma Services; or (ii) your breach or violation of any of these T&Cs.

9.4 Suspension, Alteration or Abolishment of Rooma Services

Rooma may suspend, alter or abolish part of or the entirety of the Rooma Services at its sole and absolute discretion.

9.5 Assignment

Rooma shall be entitled to assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under these T&Cs (including any document incorporate by way of reference to them) without the prior consent of the Rooma User.

9.6 Notices

- (a) All notices, demands or other communications made by Rooma to you shall be made in writing and may be delivered through any Rooma Platform, by hand, by prepaid registered post, by electronic mail, or through the short messaging system (“**SMS**”), and shall be deemed to have been duly served (if sent through the internal messaging system, by hand, sent by facsimile, by electronic mail, or by SMS) immediately upon transmission or (if sent via prepaid registered post) on the third Business Day after posting.
- (b) Any notice, demand, or communication by you to Rooma shall be made in writing and may be delivered through any Rooma Platform, by hand, by prepaid registered post, or by electronic mail, but shall be deemed to be duly served only upon actual receipt by Rooma of such notice, demand, or communication.

9.7 Severance

If any provision of this T&Cs is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of this T&Cs, which shall remain valid and enforceable.

9.8 Entire Agreement

These T&Cs (including any document incorporated by way of reference to them) shall constitute the whole agreement between Rooma and you concerning the use of the Rooma Services.

9.9 Third Party Rights

A person who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of the Republic Singapore or otherwise to enforce any of its terms.

9.10 Force Majeure

Rooma shall not be liable for failures or delays in providing the Rooma Services arising from any cause beyond its control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems.

9.11 Governing Law and Jurisdiction

- (a) These T&Cs and any non-contractual obligations arising out of, or in connection with, these T&Cs shall be governed by, and interpreted in accordance with, Singapore law, excluding any conflicts of law rules or principles that might refer any such matter to the laws of another jurisdiction. Any dispute arising from these T&Cs shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.

- (b) In case of any dispute or claim arising out of or in connection with or under these T&Cs, the Parties shall first seek to resolve the dispute or claim by friendly discussion. If no solution can be arrived at between the Parties for a continuous period of 4 weeks, the non- defaulting Party may proceed to commence an action in the courts of the Republic of Singapore.

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. Definitions

In these T&Cs, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Business Day” means a day other than a Saturday or Sunday or public holiday in Singapore on which banks are open in Singapore for general commercial business;

“Dispute Period” has the meaning ascribed to it in clause 7.1;

“Feedback” has the meaning ascribed to it in clause 3.7(b);

“Payment Agent” means third party escrow and payment agent(s) engaged by Rooma to collect the fees and charges payable for Rooma products and services;

“Rooma Packages” has the meaning ascribed to it in clause 3.1(a);

“Rooma User” has the meaning ascribed to it in clause 1.1;

“Subscriber” means an individual who has booked and/or subscribed to Rooma Services; and

“Subscriber Dispute” has the meaning ascribed to it in clause 7.1.

2. Interpretation

In these T&Cs:

- (a) a reference to a statute or other legislation includes regulations and other instruments under it, as may be amended from time to time;
- (b) references to any agreement or document in these T&Cs shall include references to such agreement or document as from time to time amended or modified;
- (c) references to **“days”** and **“months”** in these T&Cs means calendar days/months; and
- (d) the headings in these T&Cs are for convenience only and shall not affect the interpretation and construction hereof.