

# Terms and Conditions for Members

Last Updated: 14 December 2024

Thatch Pte. Ltd. (“**Thatch, we or us**”) maintains the Thatch website, smart device application and all associated online services (collectively, the “**Thatch Platform**”).

The following are the terms and conditions that govern the access to and use of the Thatch Platform (“**Terms**”) by registered users thereof (“**Members**” or “**you**”), including potential or actual renters of properties (“**Tenants**”), owners of properties available for rent (“**Units**”) by Tenants (“**Landlords**”), intermediaries acting on behalf of Tenants and / or Landlords (“**Agents**” or “**Agencies**”) (collectively, “**Users**”) and providers of various services, including but not limited to services related to the maintenance and repair of such properties (“**Service Providers**”). By consenting to these User Terms, you also expressly agree to the prevailing Thatch policies (including our Privacy and Cookies Policy) as amended or implemented from time to time (“**Policies**”). The prevailing Policies can be found on the Thatch Platform.

In addition, you acknowledge that you alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your use of the Thatch Platform.

Thatch reserves the right to modify these User Terms at any time. If we make changes to these User Terms, we will post the revised User Terms on the Thatch Platform and update the “Last Updated” date at the top of these User Terms.

## 1. The Thatch Platform

1.1 As the provider of the Platform, Thatch does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any services listed on the Platform. Agents, Agencies, Service Providers and Landlords alone are responsible for the services they provide. When Members avail of services from other Members, they are entering into a contract directly with each other. Thatch is not and does not become a party to or other participant in any contractual relationship between Members, nor is Thatch a landlord, tenant, real estate broker or insurer. Thatch is not acting as an agent in any capacity for any Member.

1.2 Thatch has no control over, and does not verify, guarantee or make any representation or warranty in relation to (i) the existence, quality, safety, suitability, or legality of any services provided by Members, (ii) the truth or accuracy of any descriptions, ratings, reviews, or other Content (as defined below), or (iii) the performance or conduct of any Member or third party. Thatch does not endorse any Member or assume any responsibility for the confirmation of any Member’s identity.

1.3 Each Service Provider’s relationship with Thatch is limited to being an independent, third-party contractor, and Service Providers do not act on behalf, or for the benefit of, Thatch. Thatch does not, and shall not be deemed to, direct or control any Service Provider generally or in its performance under these Terms, including in connection with any Service Provider’s provision of services. Each Service Provider has complete discretion whether to list services or otherwise engage in other business or employment activities.

1.4 Thatch does not guarantee the continuous and uninterrupted availability and accessibility of the Thatch Platform. Without notice or compensation to you, Thatch may at its discretion restrict the availability of the Thatch Platform or certain areas or features thereof. Thatch may improve, enhance and modify the Thatch Platform and introduce new online services from time to time.

1.5 Thatch reserves the right to modify, discontinue or suspend any of our Thatch Platform services, at any time in our sole discretion without notice, explanation or compensation to you.

## 2. Account Registration and User Subscription

2.1 You must register an account ("**Thatch Account**") to access and use certain features of the Thatch Platform. If you are registering a Thatch Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

2.2 You must be, and represent and warrant that you are, at least 18 years old and able to enter into legally binding contracts to register a Thatch Account.

2.3 You must provide accurate, current and complete information during the registration process and keep your Thatch Account and public Thatch Account profile page information up-to-date at all times.

2.4 You may not register more than one (1) Thatch Account. You may not assign or otherwise transfer your Thatch Account to another party.

2.5 You must keep your password confidential and notify us in writing immediately if you become aware of any disclosure of your password. You are liable for any and all activities conducted through your Thatch Account. Thatch shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to keep your password confidential.

2.6 By registering a Thatch Account and providing debit or credit card information or a direct debit mandate, Users (specifically Agencies, Agents, Tenants and Landlords) agree to pay the prescribed subscription fees for such Thatch Account ("**Subscription Fees**"), which shall be automatically charged to such specified debit or credit card or directly debited from the User's bank account in accordance with such specified direct debit mandate. In consideration for such Subscription Fees, a User shall receive access to the Thatch Platform, including but not limited to the features which permit the generation, execution and storage of Letters of Intent and Rental Agreements (including leave and license agreements and lease agreements) on the Thatch Platform, and inventory checks (of keys, appliances, furniture, fixtures and fittings).

## 3. Content

### 3.1 License

3.1.1 In these User Terms, "**Your Content**" means all works and materials (including but not limited to text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit on or through the Thatch Platform. By making Your Content available, you grant to Thatch a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to utilise Your Content in any manner to improve and optimise the Thatch Platform.

3.1.2 The Thatch Platform and any content Thatch itself makes available on or through the Thatch Platform, including any content licensed or authorised for use by or through Thatch from a third party ("**Thatch Content**" and together with Your Content, "**Content**"), including all associated intellectual property rights, are the exclusive property of Thatch and/or its licensors or authorizing third-parties. All trademarks, service marks, logos, trade names, and any other source identifiers of Thatch used on or in connection with the Thatch Platform and Thatch Content are trademarks of Thatch.

3.1.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Thatch Platform or Content, except to the extent you are the legal owner of certain of Your Content or as expressly permitted in these User Terms. No licenses or rights are granted to you under any intellectual property rights owned or controlled by Thatch or its licensors, except for the licenses and rights expressly granted in these User Terms.

## 3.2 Rules

3.2.1 You are solely responsible for Your Content. You represent and warrant that: (i) you are the owner of all Your Content and/or you have all rights, licenses, consents and releases that are necessary to grant to Thatch the rights in and to Your Content, as contemplated under these User Terms; and (ii) neither Your Content nor your posting, uploading, publication, submission or transmittal of Your Content or Thatch's use of Your Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

3.2.2 You will not upload, publish, submit or transmit any content that: (i) is fraudulent, false, misleading or deceptive; (ii) is defamatory, obscene, pornographic, vulgar, blasphemous or offensive; (iii) promotes discrimination, bigotry, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any Policies. Thatch may, without prior notice, remove or disable access to Your Content that Thatch finds to be in violation of these User Terms or any Policies, or otherwise may be harmful or objectionable to Thatch, its Members or third parties.

## 4. Terms applicable to all bookings

4.1.1 Subject to meeting any requirements set by Thatch and/or the Service Provider, Tenants, Landlords, Agencies and / or Agents can book a service available on the Thatch Platform by following the respective booking process. Any person making a booking agrees to pay the total fees (save for the Security Deposit (if applicable) which is payable upon booking) for any booking requested from your Thatch Account.

4.1.2 Upon receipt of a booking confirmation from Thatch, a legally binding agreement is formed between you and the Service Provider, subject to any additional terms and conditions of the Service Provider that apply, including with respect to payments, refunds and cancellations and any rules and restrictions specified with respect to the service. Thatch will collect the total fees from the User upon the Service Provider's confirmation of the booking. In the event of conflict between the terms and conditions specified by a Service Provider on one hand and our terms and Policies on the other, our terms and Policies shall prevail.

4.1.3 Service Providers when listing their services on the Thatch Platform must (i) provide complete and accurate information about their services, (ii) disclose any deficiencies, restrictions and requirements that apply and (iii) provide any other pertinent information requested by Thatch. Service Providers are responsible for keeping your information (including calendar availability) up to date at all times.

4.1.4 Service Providers are solely responsible for setting a price (including any Taxes if applicable, or charges) for their services ("**Service Provider Fee**"). Service Providers are also solely responsible for determining their obligations to report, collect, remit or include in their Service Provider Fees any applicable taxes ("**Taxes**"). Service Providers must display the relevant Service Provider Fee (including any Taxes if applicable, or charges) and Security Deposit (if applicable) to Users when listing a service on the Thatch Platform. Once a User requests a booking of a service, a Service Provider may not request that the User pays a higher price than the displayed Service Provider Fee. The Service Provider Fee and Security Deposit (if applicable)

should be paid on the Thatch Platform and no additional fees may be requested by the Service Provider.

4.1.5 Any terms and conditions specified by a Service Provider, in particular in relation to cancellations, must not conflict with our Policies. In the event of conflict between the terms and conditions specified by a Service Provider and our Policies on the other, our Policies shall prevail even as between the Service Provider and any other User.

4.1.6 A Service Provider's Content must accurately reflect the quality and condition of the Service Provider's services. Thatch reserves the right to require that a Service Provider's listings of its services have a minimum number of images of a certain format, size and resolution.

4.1.7 Thatch shall charge the Service Provider non-refundable service fees ("**Service Fees**") at a fixed pre-agreed percentage of the total price paid for by the User for a service. Thatch reserves the right to change the Service Fees at any time and will provide Service Providers reasonable notice of any fee changes before they become effective.

4.1.8 Tax regulations may require us to collect appropriate Tax information from Service Providers, or to withhold Taxes from payouts to Service Providers, or both. If a Service Provider fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution.

4.1.9 When a Service Provider accepts or has pre-approved a booking request by a User, the Service Provider is entering into a legally binding agreement with the User and is required to provide service(s) to the User as described in the Service Provider's listing of such service(s) when the booking request is made. The Service Provider also agrees to pay the applicable Service Fee to Thatch and any applicable Taxes.

4.1.10 Each Service Provider is responsible for (i) complying with all laws, rules and regulations that may apply to its services, including tax requirements; (ii) obtaining any required licenses, permits, or registrations prior to providing its services and (iii) ensuring that any required licenses, permits or registrations remain valid throughout the period over which the services are provided (iv) ensuring that its listing and/or provision of services will not breach any agreement it may have with any third party. It is also responsible for ensuring that any affiliates, employees, partners, sub-contractors that it engages with to provide services comply with the requirements of this clause 4.1.8.

## **5. Booking Modifications, Cancellations and Refunds**

5.1 Users and Service Providers are responsible for modifications they make to a booking ("**Booking Modifications**") and shall pay any additional fees to Thatch that may be associated with such Booking Modifications.

5.2 Users can cancel a confirmed booking pursuant to the Service Provider's Cancellation Policy, and Thatch will refund the amount due to the User in accordance with such Cancellation Policy.

5.3 If a Service Provider cancels a confirmed booking, the User will receive a full refund of the total fees for such booking within a reasonable time of the cancellation. In some instances, Thatch may allow the User to apply the refund to a new booking, in which case Thatch will credit the amount against the User's subsequent booking at the User's direction. Thatch may publish an automated review on the cancelled booking indicating that a booking was cancelled. In addition, Thatch may (i) keep the calendar for the Service Provider unavailable or blocked for the date and time of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Service Provider has a valid reason for cancelling the booking.

5.4 If inclement weather causes any Service Providers to have to modify or cancel a service, Thatch will work with the Service Provider and/or Users to provide Users an alternative date for the service, an appropriate refund or a rebooking.

5.5 Thatch shall be entitled, in its sole discretion, to cancel a confirmed booking and make appropriate refund and payout decisions if it deems so necessary or appropriate.

5.6 If a User raises issue with a Service Provider, Thatch may determine in its sole discretion, on a case by case basis, to refund part or all of the fees paid.

5.7 If Thatch issues a refund to the User pursuant to these Terms, if the Service Provider has already been paid, then Thatch will be entitled to recover the amount of such refund from the Service Provider, including by subtracting such refund amount out from any future payouts due to the Service Provider.

## **6. Ratings and Reviews**

6.1 Within a certain timeframe after completing a booking, Users and Service Providers can leave a public review (“**Review**”) and submit a rating (“**Rating**”) about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect Thatch's opinion. Ratings and Reviews are not verified by Thatch and may be incorrect or misleading.

6.2 You must ensure that the Ratings and Reviews given by you are accurate and are not offensive or defamatory. You shall not manipulate the Ratings and Reviews system in any manner, such as instructing a third party to write a Review about another Member.

## **7. Damage to Units or Other Property, Disputes between Members**

7.1 As a Service Provider, you are responsible for leaving the Units (including any personal or other property or equipment located at or in a Unit, and any personal or other property or equipment which you are responsible for moving or relocating) in the condition it was in when you arrived, apart from, in the case of repairs and maintenance services, fixing / repairing / maintaining the prescribed elements of the Unit. You are responsible for the acts and omissions of yourself and the individuals (such as employees, contractors, partners or subcontractors) you permit to access the Unit or such personal or other property or equipment.

7.2 Any damage claims shall be settled directly between the User and the Service Provider.

## **8. Acceptable Use**

8.1 You are solely responsible for compliance with any and all laws, rules, regulations that may apply to your use of the Thatch Platform. In connection with your use of the Thatch Platform, you will not and will not assist or enable others to:

- use the Thatch Platform or content for any commercial or other purposes that are not expressly permitted by these User Terms or in a manner that falsely implies Thatch endorsement, partnership or affiliation;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Thatch Platform in any way that is inconsistent with Thatch’s Privacy and Cookies Policy or these User Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Thatch Platform in connection with the distribution of spam;
- contact another Member for any purpose other than asking a question related to your own booking or the Member's use of the Thatch Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;

- use the Thatch Platform to request or make a booking outside of the Thatch Platform, to circumvent Thatch or for any other reason;
- make or receive any payment for services outside of the Thatch Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these User Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Thatch harmless from any liability for such payment;
- discriminate against or harass anyone based on race, national origin, religion, gender, gender identity, disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour;
- misuse or abuse any services associated with Thatch or use, display, mirror or frame the Thatch Platform or Content, or any individual element within the Thatch Platform, Thatch's name, any Thatch trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Thatch Platform, without Thatch's express written consent;
- harm the Thatch brand in any way, including through unauthorised use of Content, registering and/or using Thatch or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that are confusingly similar to Thatch domains, trademarks, taglines, promotional campaigns or Content;
- use any automated means or processes to access, collect data or other content from or otherwise interact with the Thatch Platform for any purpose;
- avoid, remove, deactivate, impair or otherwise attempt to circumvent any technological measure implemented by Thatch or any third party to protect the Thatch Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Thatch Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Thatch Platform;
- violate or infringe anyone else's rights or otherwise cause harm to anyone;
- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our User Terms or Policies.

8.2 Thatch has no obligation to monitor the access to or use of the Thatch Platform by any Member or to review, disable access to, or edit any of Your Content, but has the right to do so to (i) operate, secure and improve the Thatch Platform; (ii) ensure Members' compliance with any terms or Policies; (iii) comply with applicable law or order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Your Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these User Terms. Members agree to cooperate with and assist Thatch in good faith, and to provide Thatch with such information and take such actions as Thatch may reasonably request with respect to any investigation regarding the use or abuse of the Thatch Platform.

## **9. Term and Termination, Suspension and other Measures**

9.1 You may terminate your Thatch Account at any time by sending us an email. Upon termination, any confirmed booking(s) will be automatically cancelled and any refunds for cancelled bookings will be at Thatch's sole discretion. Thatch may also, at Thatch's sole discretion, decide to refund any Subscription Fees already paid by you with respect to periods commencing after the effective date of termination. For the avoidance of doubt, Thatch may immediately remove from the Thatch Platform your profile, all content uploaded by you upon the termination of your Thatch Account.

9.2 Without limiting our rights below, Thatch may terminate your Thatch Account for convenience at any time by giving you thirty (30) days' notice via email to your email address.

9.3 Thatch may immediately, without notice, terminate your Thatch Account and/or stop providing access to the Thatch Platform if (i) you have materially breached your obligations under these Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Thatch believes in good faith that such action is reasonably necessary to protect the interests (whether reputational or otherwise), personal safety or property of Thatch, its Members, or third parties (for example in the case of fraudulent behaviour of a Member).

9.4 In addition, Thatch may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these User Terms, our Policies, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information to Thatch or on the Thatch Platform, (iv) you and/or your services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Thatch otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Thatch believes that such action is reasonably necessary to protect the personal safety or property of Thatch, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to display, delete or delay any Ratings, Reviews, or any other Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the Thatch Platform;
- suspend your Thatch Account and stop providing access to the Thatch Platform.

If we take any of the above measures due to actions of a Service Provider, then (i) we may refund Users in full for any confirmed bookings that are cancelled, irrespective of other cancellation policies, and (ii) such Service Provider will not be entitled to any compensation for pending or confirmed bookings that are cancelled.

9.5 When your Thatch Account has been terminated, you are not entitled to a restoration of your Thatch Account or any of Your Content. If your access to or use of the Thatch Platform has been limited or your Thatch Account has been suspended or this Agreement has been terminated by us, you may not register a new Thatch Account or access and use the Thatch Platform through a Thatch Account of another Member.

9.6 If you or we terminate your Thatch Account, the clauses of these Terms that reasonably should survive termination will remain in effect.

## **10. Disclaimers and Limitation of Liability**

**10.1 If you choose to use the Thatch Platform or Content, you do so voluntarily and at your sole risk. The Thatch Platform and Content is provided “as is”, without warranty of any kind, either express or implied.**

**10.2 Both Users and Service Providers agree that providing or receiving any services may carry inherent risk, and by providing or receiving services, you choose to assume those risks voluntarily, including risk of illness, bodily injury, disability, or death. You assume full responsibility for the choices you make before, during and after your participation in a service. If a minor is present during provision of services by a Service Provider, the User availing the services is solely responsible for the supervision of that minor throughout the duration of the services and to the maximum extent permitted by law, the User agrees to release and hold harmless Thatch from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the services or in any way related to your services.**

**10.3 Unless your Country of Residence is in the EU, you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Thatch Platform, booking of any service and any interaction you have with other Members remains with you. Neither Thatch nor any other party involved in creating, producing, or delivering the Thatch Platform or Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Thatch Platform or Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Thatch Platform, or (iv) from your booking, receipt or provision of a service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Thatch has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. In no event will Thatch's aggregate liability arising out of or in connection with these Terms and your use of the Thatch Platform exceed the Service Fees received or accruing for the most recent financial transaction made by you via the Thatch Platform prior to the event giving rise to the liability. In any case, Thatch's liability for any reason shall be limited to the typically occurring foreseeable damage. Any additional liability of Thatch is excluded.**

## **11. General Provisions**

11.1 You agree to release, defend (at Thatch's option), indemnify, and hold Thatch and its affiliates and subsidiaries, officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these User Terms or our Policies (ii) your improper use of the Thatch Platform or any Services, (iii) your interaction with any Member, use of any Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction or use, or (iv) your breach of any laws, regulations or third party rights.

11.2 Singapore law shall govern the use of the Thatch Platform and the Terms, without regards to conflict of laws principles. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

11.3 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards published by Thatch, these Terms constitute the entire agreement between Thatch and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Thatch and you in relation to the access to and use of the Thatch Platform.

11.4 No joint venture, partnership, employment, or agency relationship exists between you and Thatch as a result of this agreement or your use of the Thatch Platform.

11.5 A person who is not Thatch or a Member shall have no right under the Contracts (Right of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms.

11.6 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck off and will not affect the validity and enforceability of the remaining provisions.

11.7 Thatch's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these User Terms or otherwise permitted under law.

11.8 You may not assign, transfer or delegate this agreement and your rights and obligations hereunder without Thatch's prior written consent. Thatch may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

11.9 Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Thatch via email. You consent to service of process out of any court (where applicable) by the same being left at your address indicated on the Thatch Platform (or sent by registered mail to this address), or by email to your email address indicated on the Thatch Platform. You so consent regardless of whether or not personal service is required or otherwise. Where service of process is sent by registered mail, the service shall be deemed to be made in the absence of any evidence to the contrary by the third day. Nothing in this paragraph shall affect Thatch's right to serve legal process in any other manner permitted by law.

11.10 These Terms may be agreed to by way of electronic signing and/or other electronic method. You may agree to these Terms by signing it (whether electronically or otherwise) or otherwise by indicating your consent on the Thatch Platform or by email and it shall be as valid and effectual as if executed as an original.

## **12. Service Providers' handling of Users' and other individuals' personal data**

12.1 In order to facilitate a Service Provider's provision of services, Thatch may send to the Service Provider the relevant Users' and other individuals' personal data. Unless otherwise requested and consented to by Thatch and the User, the Service Provider is not permitted to transfer such Users' or other individuals' personal data to any other country or territory.

12.2 The Service Provider shall at all times provide to such Users' or other individuals' personal data a standard of protection that is at least fully compliant with the protection under the Personal Data Protection Act 2012 of Singapore (the "PDPA"). Without limitation to the generality of the foregoing, Service Providers are required to comply with paragraphs 12.3 to 12.9.

12.3 Service Providers shall only collect, use or disclose such Users' or other individuals' personal data as is necessary for the provision of the relevant services.

12.4 Service Providers shall make a reasonable effort to ensure that such Users' or other individuals' personal data is accurate and complete.

12.5 Service Providers shall protect such personal data in their possession or under their control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks.

12.6 Service Providers shall cease to retain the documents containing personal data, or remove the means by which the personal data can be associated with particular individuals, as soon as it is reasonable to assume that (a) the purpose for which that personal data was collected is no longer being served by retention of the personal data; and (b) retention is no longer necessary for legal or business purposes.

12.7 Service Providers shall (a) develop and implement policies and practices that are necessary for them to meet the obligations imposed on organisations under the PDPA; (b) develop a process to receive and respond to complaints that may arise with respect to the application of the PDPA; (c) communicate to their staff information about their policies and practices referred to in (a); and (d) make information available on request about the policies and practices referred to in (a) and the complaint process referred to in (b).

12.8 Subject to the following bullet points, on request of the relevant User or other individual, Service Providers shall, as soon as reasonably possible, provide the relevant User or other individual with (a) personal data about the relevant User or other individual that is in their possession or under their control; and (b) information about the ways in which such personal data has been or may have been used or disclosed by the Service Providers within a year before the date of the request. The foregoing is subject to the following:

- (i) Service Provider shall not provide a relevant User or other individual with personal data or other information if the provision of that personal data or other information, as the case may be, could reasonably be expected to (a) threaten the safety or physical or mental health of another individual; (b) cause immediate or grave harm to the safety or to the physical or mental health of the relevant User or other individual who made the request; (c) reveal personal data about another individual; (d) reveal the identity of an individual who has provided personal data about another individual and the individual providing the personal data does not consent to the disclosure of his identity; or (e) be contrary to Singapore's national interest.
- (ii) Service Provider shall not inform any requesting User or other individual that Service provider has disclosed personal data to a prescribed law enforcement agency if the disclosure was made without the consent of the requesting User or other individual and (a) the disclosure is necessary for any investigation or proceedings; (b) the personal data is disclosed to any officer of a prescribed law enforcement agency, upon production of written authorisation signed by the head or director of that law enforcement agency or a person of a similar rank, certifying that the personal data is necessary for the purposes of the functions or duties of the officer; or (c) pursuant to any other written law.

12.9 A User or other individual may request a Service Provider to correct an error or omission in his personal data that is in the Service Provider's possession or under its control. Unless the Service Provider is satisfied on reasonable grounds that a correction should not be made, the Service Provider shall (a) correct the personal data as soon as practicable; and (b) send the corrected personal data to every organisation to which the personal data was disclosed by it within a year before the date the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose. If no correction is made, the Service Provider shall annotate the personal data in its possession or under its control with the correction that was requested but not made.