

End-user Agreement

This is an agreement between you and Beosin Technology Pte. Ltd. (hereinafter referred to as "we" , "us" or "Beosin") for the use of the services related to the Platform (hereinafter referred to as "the Service") .

BEOSIN REMINDS YOU TO READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DISCLAIMER THAT EXCLUDES OR LIMITS BEOSIN'S LIABILITY AND THE LIMITATION OF YOUR RIGHTS TO USE THE SERVICE, BEFORE USING THE SERVICE.

Your use of the Service shall be deemed that you have read and agreed to the terms of this Agreement. Beosin may revise this Agreement from time to time in accordance with the changes in relevant laws and regulations and the needs of service upgrading and business development, etc. Once this Agreement is revised, the revised version of the Agreement will replace the pre-revised version of the Agreement and will be announced to all of you through appropriate means (such as website announcements, station letters, etc.). You should pay attention to and understand the revision of this Agreement in a timely manner. IF YOU CONTINUE TO USE THE SERVICE AFTER THE EFFECTIVE DATE OF THE AGREEMENT, IT MEANS THAT YOU ACCEPT THE CHANGED AGREEMENT AND WILL FOLLOW THE CHANGED AGREEMENT TO USE THE SERVICE. IF YOU DO NOT AGREE WITH THE CONTENTS OF THE REVISED AGREEMENT, YOU HAVE THE RIGHT TO STOP USING THE RELEVANT SERVICES.

1. BEHAVIORAL REQUIREMENTS

1.1. YOU MAY NEED TO REGISTER AND APPLY FOR AN ACCOUNT BEFORE USING THIS SERVICE, PLEASE KEEP YOUR REGISTERED ACCOUNT INFORMATION AND ACCOUNT PASSWORD SAFE, AND TAKE FULL RESPONSIBILITY FOR THE AUTHENTICITY, LEGITIMACY AND VALIDITY OF THE INFORMATION PROVIDED IN THE APPLICATION.

1.2. You may not apply for an account on behalf of another person or impersonate another person without authorization, and you may not buy, sell or transfer an account, or we have the right to immediately stop providing the Service, take back the account and you will be solely responsible for all legal liabilities arising therefrom.

1.3. Except as permitted by law or as otherwise permitted in writing by Beosin, you may not engage in any of the following behaviors in the course of using the Service:

- A. Reverse engineer, reverse assemble, reverse compile, or otherwise attempt to discover the source code of the Platform;
- B. Use, rent, lend, copy, modify, link, reproduce, compile, publish, publish, or set up a mirror site of the content for which Beosin owns the intellectual property rights;
- C. To copy, modify, add, delete, connect or create any derivative works of the platform or the data released into the memory of any terminal during the operation of the platform, the interaction data between the client side and the server side during the operation of the software, as well as the system data necessary for the operation of the platform, in the form of, but not limited to, the use of plug-ins, plug-ins, or the access to the platform and related systems by third-party tools/services that are not authorized by Beosin. platform and related systems;
- D. Adding, deleting or changing the functions or operating effects of the software by modifying or falsifying the instructions and data in the operation of the software, or operating or disseminating to the public the software or methods used for the above purposes, regardless of whether these acts are for commercial purposes or not;
- E. Logging in to or using Beosin's software and services through third-party software, plug-ins, plug-ins, or systems that are not developed or authorized by Beosin, or creating, publishing, or distributing the aforementioned tools;
- F. Interfering with the Platform and its components, modules, and data on its own or by authorizing others or third-party software;
- G. Remove information on the Platform regarding copyrights;
- H. Using the services of the Platform to directly or indirectly engage in behavior that violates Chinese laws and social morality.
- I. Other acts not expressly authorized by Beosin.

1.4. BEOSIN REMINDS YOU NOT TO ENTER, UPLOAD OR LABEL CONFIDENTIAL INFORMATION.

YOU HAVE FULLY UNDERSTOOD AND AGREED TO BE RESPONSIBLE FOR ALL BEHAVIOR UNDER YOUR REGISTERED ACCOUNT AND ANY CONSEQUENCES ARISING THEREFROM.

1.5. YOU UNDERSTAND AND AGREE THAT BEOSIN HAS THE RIGHT TO DEAL WITH VIOLATIONS OF RELEVANT LAWS AND REGULATIONS OR THE PROVISIONS OF THIS AGREEMENT IN

ACCORDANCE WITH ITS REASONABLE JUDGMENT, TO TAKE APPROPRIATE LEGAL ACTION AGAINST ANY VIOLATION OF THE LAW AND BREACH OF CONTRACT, AND TO SAVE THE RELEVANT INFORMATION IN ACCORDANCE WITH LAWS AND REGULATIONS AND REPORT IT TO THE RELEVANT AUTHORITIES, ETC., AND THAT YOU SHALL BE SOLELY LIABLE FOR ALL THE LEGAL LIABILITIES ARISING THEREFROM, INCLUDING BUT NOT LIMITED TO THE LOSS OF THIRD PARTIES AND THE LOSS OF BEOSIN AS A RESULT.

2. DISCLAIMER

2.1. YOU UNDERSTAND AND AGREE THAT BEOSIN IS NOT RESPONSIBLE FOR THE FOLLOWING CIRCUMSTANCES BEYOND BEOSIN'S CONTROL OR REASONABLE FORESIGHT, WHICH CAUSE YOU TO SUFFER RELATED LOSSES, INCLUDING BUT NOT LIMITED TO:

- A. FORCE MAJEURE (INCLUDING BUT NOT LIMITED TO NATURAL DISASTERS SUCH AS FLOODS, EARTHQUAKES, PLAGUE EPIDEMICS AND STORMS, ETC. AS WELL AS SOCIAL EVENTS SUCH AS WARS, UNREST, GOVERNMENTAL ACTIONS, ETC.);
- B. DAMAGE BY COMPUTER VIRUSES, TROJAN HORSES OR OTHER MALICIOUS PROGRAMS, HACKER ATTACKS;
- C. FAILURE OF COMPUTER SOFTWARE, SYSTEMS, HARDWARE AND COMMUNICATION LINES;
- D. TECHNICAL ADJUSTMENT OR FAILURE OF TELECOMMUNICATION DEPARTMENT;
- E. TEMPORARY INTERRUPTIONS CAUSED BY SYSTEM MAINTENANCE, UPDATES AND UPGRADING NEEDS, BUT BEOSIN WILL TRY ITS BEST TO RECOVER IN TIME TO MINIMIZE THE ADVERSE EFFECTS;
- F. CAUSED BY OTHER THIRD PARTIES;
- G. YOUR OWN IMPROPER OPERATION;
- H. RISKS SUCH AS LOGIN FAILURE AND SLOW PAGE OPENING CAUSED BY UNSTABLE NETWORK SIGNALS AND SMALL BANDWIDTH;
- I. OTHER CIRCUMSTANCES BEYOND BEOSIN'S CONTROL OR REASONABLY FORESEEABLE.

2.2. THE INFORMATION PROVIDED ON THE SERVICE IS FOR INFORMATIONAL PURPOSES ONLY, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LEGAL LIABILITY ARISING FROM THE USE

OF THE PLATFORM. YOU MAKE YOUR OWN JUDGMENT WITH RESPECT TO THE INFORMATION ON THE SERVICE AND ASSUME ALL RISKS ASSOCIATED WITH THE USE OF OR CONDUCT IN ACCORDANCE WITH THE INFORMATION, INCLUDING ANY RELIANCE ON THE CORRECTNESS, COMPLETENESS, USEFULNESS, OR APPLICABILITY OF THE INFORMATION ON A CASE-BY-CASE BASIS, AND BEOSIN CANNOT AND WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE FOREGOING RISKS.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. Beosin owns the intellectual property rights or related interests in all content (including the Software itself) within the Service, all of which is protected by relevant laws and regulations.

3.2. You hereby agree that regardless of the termination of this Agreement, you shall not utilize all of Beosin's technical information or any other related information obtained during the performance of this Agreement to copy, reproduce, decrypt, decompile, disassemble, or disassemble, or develop on your own, commission a third party to develop or cooperate with a third party to develop the same or similar functions of the platform or software, or disclose to a third party the information and other trade secrets of the relevant products and technical services of Beosin. Technical services of the information and other trade secrets leaked to a third party, otherwise Beosin has the right to immediately terminate the service, and has the right to require you to immediately stop the development, use, sale, license to use, disposal of such services and other infringing acts, and at the same time to pursue your infringement responsibility.

4. PRIVACY Policy

4.1. This Privacy Policy (this "Policy") sets forth how we collect, use, disclose, process and protect the information you provide to us when you use our products or services. We require you to provide certain information in order to authenticate your identity when using our products or services, and we will strictly adhere to this Policy in using this information.

This Policy has been developed with you in mind, and it is vital that you fully understand our Personal Information collection and use practices, as well as ensuring that you ultimately have control over the Personal Information you provide to us.

For the purposes of this Policy, "Personal Information" means data that identifies a specific individual, either by the information itself or by linking it to other information. Such Personal Information includes, but is not limited to, information that you voluntarily provide to us, information that our system designates as being relevant to you, and information collected in connection with the services you use, which may include technical information, Personal Information, and the like.

In order to comply with the Singapore Personal Data Protection Act (Act 26 of 2012) ("PDPA") and other relevant applicable laws, including the data protection regulations of your location (e.g., the General Data Protection Regulation (GDPR) of the European Union). We will ask you separately for your consent to the processing of special categories of Personal Information. We are committed to protecting the privacy, confidentiality and security of your Personal Information in accordance with applicable laws, and all of our employees and agents will fulfill these obligations.

At the end, we want to make your experience the best it can be. If you have any questions about this Policy, please contact us via the contact information on the back page so we can address your specific needs. We are happy to receive your feedback.

4.2. Scope of this Policy. This Policy applies to all personal data (regardless of how such personal data is collected) that we process online through all of its websites, applications and website domains, which may be through interconnected social media platforms, webpages, mobile applications, domains, or other platforms including, but not limited to, the official Beosin website, Beosin KYT, Beosin EagleEye, Beosin Trace, etc. (collectively, the "Platforms").

4.3. PERSONAL INFORMATION COLLECTED. WE WILL ONLY COLLECT PERSONAL INFORMATION THAT IS REASONABLY NECESSARY FOR THE RELEVANT PURPOSES FOR WHICH THE PROCESSING IS CARRIED OUT. EXAMPLES OF PERSONAL INFORMATION WE MAY COLLECT INCLUDE:

- A. YOUR NAME, TELEPHONE NUMBER, EMAIL ADDRESS AND/OR ANY OTHER INFORMATION THAT YOU MAY SUBMIT TO US IN ANY FORM OR PROVIDE IN OTHER FORMS OF INTERACTION WITH YOU.
- B. INFORMATION ABOUT THE PLATFORMS YOU USE AND INTERACT WITH, INCLUDING

TRAFFIC DATA, GEOLOCATION DATA, CRYPTOCURRENCY ADDRESSES, WEB BROWSING STATISTICS, COOKIES AND IP ADDRESSES.

4.4. HOW WE COLLECT YOUR PERSONAL INFORMATION. WE USE DIFFERENT METHODS TO COLLECT YOUR DATA, INCLUDING:

- A. DIRECT INTERACTION. YOU MAY COMMUNICATE WITH US AND PROVIDE US WITH YOUR PERSONAL INFORMATION BY FILLING OUT A FORM OR BY MAIL, PHONE, EMAIL, CHATBOT OR OTHER MEANS. WE MAY ALSO COLLECT PERSONAL INFORMATION DIRECTLY BY OTHER MEANS, INCLUDING IN:
 - B. WHEN YOU APPLY TO USE OUR PRODUCTS OR SERVICES;
 - C. WHEN YOU OPEN AN ACCOUNT ON OUR PLATFORM;
 - D. WHEN YOU ORDER A LIVE SUBSCRIPTION TO OUR SERVICES OR PUBLICATIONS;
 - E. WHEN YOU SUBSCRIBE FOR MARKETING INFORMATION;
 - F. WHEN YOU PARTICIPATE IN PRIZES, PROMOTIONS OR SURVEYS;
 - G. WHEN YOU PROVIDE US WITH FEEDBACK;
 - H. WHEN YOU USE MOBILE OR WEB APPLICATIONS DEVELOPED BY US;
 - I. WHEN YOU SUBMIT YOUR RESUME OR APPLICATION OR PARTICIPATE IN ANY INTERVIEW OR TEST FOR THE PURPOSE OF APPLYING FOR A JOB WITH US OR FOR THE OPPORTUNITY TO CONTRACT WITH US.

4.5. Use of Cookies. Cookies are small pieces of information placed on your computer when you visit certain websites. Cookies placed by the server hosting our website can only be read by us. Cookies cannot access, read or modify any other data on an electronic device and do not capture any data that would allow us to recognize you individually. The data collected by Cookies will be used to improve your browsing experience on our website and to enable us to better serve you. If you wish to disable the Cookies associated with these technologies, you can do so by changing the settings on your browser. However, you may not be able to access certain parts of our website.

4.6. HOW WE USE YOUR PERSONAL INFORMATION. WE GENERALLY PROCESS YOUR PERSONAL INFORMATION WHERE NECESSARY FOR PURPOSES DIRECTLY RELATED TO OUR OPERATIONS AND ACTIVITIES. THIS INCLUDES ANY ONE OR MORE OF THE FOLLOWING PURPOSES::

- A. TO PROVIDE SERVICES TO YOU AND TO HELP US DEVELOP, IMPROVE, OPERATE AND

ADMINISTER THE SERVICES WE PROVIDE TO YOU, INCLUDING THOSE PROVIDED ON OUR WEBSITE PLATFORM;

- B. TO HELP US VERIFY YOUR IDENTITY FOR THE PURPOSES OF PROCESSING AND ADMINISTERING ANY USER APPLICATION OR REGISTRATION;
- C. SENDING YOU NOTICES ABOUT OUR PROMOTIONS, OFFERS,,, PRODUCTS, BENEFITS AND PROGRAMS AND MARKETING INFORMATION;
- D. MARKETING ACTIVITIES, INCLUDING MARKET RESEARCH, CUSTOMER ANALYSIS, CUSTOMER INSIGHTS AND TARGETED MARKETING CAMPAIGNS;
- E. PERFORMANCE ANALYSIS AND STATISTICAL DATA ANALYSIS TO IMPROVE THE SERVICES PROVIDED TO YOU;
- F. NOTIFYING YOU ABOUT CHANGES TO OUR PLANNING, POLICIES, TERMS AND CONDITIONS, PLATFORM UPDATES AND OTHER ADMINISTRATIVE INFORMATION;
- G. TO MANAGE AND CONDUCT PLANNING, PROMOTIONS, EVENTS AND GAMES;
- H. PREVENTING, DETECTING AND INVESTIGATING SECURITY INCIDENTS OR BREACHES OR CRIMES INCLUDING FRAUD AND ANALYZING AND MANAGING OTHER RISKS;
- I. CONDUCTING SURVEYS, QUESTIONNAIRES AND REQUESTING FEEDBACK;
- J. TO RESPOND TO YOUR INQUIRIES, REQUESTS, FEEDBACK AND COMPLAINTS;
- K. FOR PROMOTIONAL AND PUBLICITY PURPOSES, INCLUDING VIDEOTAPING OR PHOTOGRAPHING PARTICIPANTS IN EVENTS OR ENDEAVORS THAT WE ORGANIZE, HOST OR PARTICIPATE IN;
- L. TO FULFILL THE REQUIREMENTS OF ANY APPLICABLE LAW/REGULATION, ENFORCEABLE GOVERNMENTAL REQUEST OR COURT ORDER;
- M. TO LOCATE, PREVENT OR OTHERWISE RESOLVE SECURITY OR TECHNICAL ISSUES RELATED TO THE SERVICES PROVIDED BY THE PLATFORM; AND/OR
- N. TO FULFILL SUCH OTHER PURPOSES AS MAY BE EXPRESSLY STATED IN THE DATA PROTECTION AND PRIVACY NOTICE ISSUED TO YOU AT THE TIME OF COLLECTION OF YOUR INFORMATION.

4.7. DISCLOSURE OF YOUR PERSONAL INFORMATION. IN THE COURSE OF ACCOMPLISHING ONE OR MORE OF THE PURPOSES DESCRIBED IN CLAUSE 4.6 OF THIS POLICY ABOVE, WE MAY NEED TO DISCLOSE YOUR PERSONAL INFORMATION TO THE FOLLOWING THIRD

PARTIES:

- A. OUR AGENTS;
- B. OUR AUTHORIZED SERVICE PROVIDERS, SUCH AS MARKETING PARTNERS AND WEB ANALYTICS FIRMS AND THEIR BUSINESS ASSOCIATES;
- C. OUR AUDITORS AND PROFESSIONAL ADVISORS;
- D. OUR BUSINESS PARTNERS;
- E. OUR SURETIES AND INSURERS;
- F. LAW ENFORCEMENT AGENCIES;
- G. ANY PERSON PERMITTED OR REQUIRED TO MAKE DISCLOSURE BY ANY APPLICABLE LAW/REGULATION, ENFORCEABLE GOVERNMENTAL REQUEST OR COURT ORDER;
AND/OR
- H. ANY COMPANY IN OUR GROUP.
- I. WE FULFILL STRICT LIABILITY OBLIGATIONS TO THE ABOVE MENTIONED THIRD PARTIES TO MAINTAIN THE INTEGRITY AND SECURITY OF YOUR PERSONAL INFORMATION.

WE ONLY ALLOW THE ABOVE THIRD PARTIES TO USE YOUR PERSONAL INFORMATION FOR THE PURPOSES SPECIFIED AND IN ACCORDANCE WITH OUR INSTRUCTIONS.

4.8. Legal basis for processing your Personal Information. The processing of your Personal Information is generally based on one or more of the following legal bases:

- A. To fulfill our contractual relationship with you. This is subject to the terms and conditions applicable to the use of the Platform (a) governing the use of the Platform; (b) set out in a contract that you have gone to use; or/and (c) set out in some specific form on which your data is collected;
- B. We have a legitimate right to use your data in order to provide you with our services and conduct our business or for certain specific purposes, including to provide you with a better service and to bring you content that is relevant and personalized to you so that you can have a better experience when using the Beosin Services.
- C. It is necessary to comply with our legal obligations;
- D. it is approved under any applicable law or regulation; and/or
- E. it is deemed that you have consented to such data processing in accordance with any applicable

law or regulation.

Please note that, depending on the specific purpose for which we use your data, we may process your Personal Information on more than one lawful ground. If you require details of the specific legal basis on which we rely to process your Personal Information, please contact us.

4.9. Consent. If the processing of your personal data does not have any of the bases set out in Clause 4.8 of this Policy above, we will obtain your written consent by way or means including having you sign a form or tick an item before proceeding with that data processing. To give consent to this Clause 4.9, you must be over 16 years of age or we reserve the right not to provide you with any services.

4.10. Links to Third Party Websites. We may provide links to third party websites within the Platform. Your use of such third party websites will be subject to the privacy policies of such third party websites themselves, which are not covered by this Privacy Policy. We encourage you to read the privacy policies of the other websites you visit. Because we have no control over or responsibility for the policies of other websites we may link to or the use of any data you may share with them, you browse such third party websites at your own risk.

4.11. KEEPING YOUR PERSONAL INFORMATION SECURE. WE WILL USE REASONABLE TECHNICAL AND PROCEDURAL MEASURES TO PROTECT YOUR PERSONAL INFORMATION, SUCH AS: ENSURING THAT ACCESS TO ANY PERSONAL ACCOUNT YOU OPEN WITH US IS CONTROLLED BY A PASSWORD AND USERNAME THAT BELONGS ONLY TO YOU; STORING YOUR PERSONAL INFORMATION ON SECURE SERVERS; AND RESTRICTING ACCESS TO PERSONAL INFORMATION ON A "NEED TO KNOW" BASIS. ACCESS TO PERSONAL INFORMATION IS LIMITED ON A "NEED-TO-KNOW" BASIS.

WHILE WE WILL USE ALL REASONABLE EFFORTS TO PROTECT YOUR PERSONAL INFORMATION, PLEASE NOTE THAT ABSOLUTE SECURITY CANNOT BE ACHIEVED BY USING THE INTERNET AND/OR OUR PLATFORM, AND THEREFORE WE CANNOT GUARANTEE THAT ANY PERSONAL INFORMATION SENT TO OR FROM YOU THROUGH THE PLATFORM WILL BE COMPLETELY SECURE OR COMPLETE.

4.12. ACCESS TO PERSONAL INFORMATION. ALTHOUGH WE WILL TAKE REASONABLE STEPS TO RECORD YOUR PERSONAL INFORMATION ACCURATELY, WE REQUIRE YOU TO PROVIDE ACCURATE AND COMPLETE PERSONAL INFORMATION AND TO UPDATE THE PERSONAL

INFORMATION PROVIDED TO US FROM TIME TO TIME.

YOU MAY REQUEST ACCESS TO AND CORRECTION OF YOUR PERSONAL INFORMATION HELD BY US BY CONTACTING US IN ACCORDANCE WITH THE CONTACT INFORMATION IN CLAUSE 4.15 OF THIS POLICY. ALL REQUESTS FOR ACCESS AND/OR CORRECTION WILL BE DEALT WITH WITHIN A REASONABLE PERIOD OF TIME, EXCEPT WHERE WE HAVE REFUSED SUCH REQUESTS IN ACCORDANCE WITH ANY APPLICABLE LAW OR REGULATION. IN SOME CASES, YOU MAY BE ABLE TO ACCESS AND CORRECT YOUR PERSONAL INFORMATION DIRECTLY THROUGH OUR PLATFORM. REQUESTS FOR ACCESS TO YOUR PERSONAL INFORMATION, OTHER THAN BY WAY OF SELF-SERVICE FEATURES ON OUR PLATFORMS, MAY BE SUBJECT TO A REASONABLE CHARGE BY US AS A FEE FOR PROCESSING YOUR REQUEST.

4.13. UNSOLICITED INFORMATION. WHEN YOU PROVIDE US WITH UNSOLICITED PERSONAL DATA, SUCH AS IN AN UNSOLICITED EMAIL OR PUBLIC POSTING ON A MESSAGE BOARD, YOU WILL BE DEEMED TO HAVE CONSENTED TO OUR USE OF THE UNSOLICITED PERSONAL DATA ON A NON-CONFIDENTIAL BASIS AS WE DEEM APPROPRIATE, AND WE WILL BE FREE TO USE, DISCLOSE, DISTRIBUTE, AND UTILIZE SUCH UNSOLICITED PERSONAL DATA WITHOUT RESTRICTION OR ATTRIBUTION. WE WILL ALSO ENDEAVOR TO TAKE REASONABLE STEPS TO DESTROY OR DE-IDENTIFY UNSOLICITED PERSONAL DATA FOR WHICH WE HAVE NO PURPOSE, BUT GIVEN SYSTEM AND OPERATIONAL LIMITATIONS, WE CANNOT GUARANTEE THAT ALL UNSOLICITED PERSONAL DATA WILL BE HANDLED PROPERLY. YOU MAY NOT PROVIDE US WITH MORE PERSONAL DATA THAN WE HAVE REQUESTED IF YOU DO NOT CONSENT TO THE PROCESSING OF UNSOLICITED PERSONAL DATA PROVIDED BY YOURSELF.

4.14. We will cease to retain your Personal Information when the purpose for which we collected it ceases and/or we are no longer required to continue to retain it for any legal or business purpose.

4.15. We welcome your feedback, comments and any questions you may have. If you wish to contact us, please send an e-mail to service@beosin.com and mention "Privacy Policy".

5. GOVERNING LAW AND JURISDICTION

5.1. Governing Law. This Agreement is governed by the laws of the Republic of Singapore.

5.2. The Parties shall at all times seek to resolve by negotiation any disputes arising out of or in connection with this Agreement, including any question regarding its existence or termination (a "Dispute") within thirty (30) Business Days after the Dispute has been notified by either Party to the other Party.

5.3. Dispute Resolution. If any dispute, controversy, or claim arises out of or relates to this Agreement ("Dispute"), the Parties hereby agree that the Dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore and the tribunal shall consist of a single arbitrator selected by the SIAC. The proceedings of the arbitration shall be conducted in the English language. The costs and expenses of the arbitration, including without limitation, the fees of the arbitration, and the fees of the tribunal, shall be borne by the parties in the manner decided by the tribunal.

5.4. Interim Relief. The foregoing shall not preclude any Party from seeking interim relief or orders for interim preservation under the exclusive jurisdiction of the Courts of the Republic of Singapore. Any such application to Court shall not demonstrate an intention to act inconsistently in any way with the agreement to settle disputes by arbitration set out in this Clause.

6. MISCELLANEOUS

6.1. No waiver by any party hereto of its rights under this Agreement upon the default or breach of the other party shall be deemed to be a waiver of any other or subsequent default or breach of the same kind by such party.

6.2. Beosin's failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of the foregoing.

6.3. In the event any provision of this Agreement is determined to be invalid, illegal or unenforceable by a court, the remainder of the Agreement shall remain in full force and effect.