

SUMMARY OF TERMS

Capitalised terms not defined herein shall have the same meaning as they are used in the Terms of Use of the Website.

1. Definitions

- a) **"Account"** refers to the online account of a Member with Wesley created on the Website.
- b) **"Listing"** refers to a listing on the Website of any tier including a Basic Listing, Basic + Translation Listing, Silver Listing, Gold Listing and Platinum Listing.
- c) **"Member"** refers to a user who has registered with Wesley and holds an Account on the Website.
- d) **"Payment Method"** refers to the payment method utilised by the Member for the payment of the Subscription Fees for his/her Subscription.
- e) **"Payment Terms"** refers to the terms of payment applicable to each Subscription as prescribed by Wesley in the Website which may be found at www.wesleyconnect.com/paymentterms, or otherwise from time to time.
- f) **"Privacy Statement"** refers to the Privacy Statement on the Website which may be found at www.wesleyconnect.com/privacystatement.
- g) **"Subscription"** refers to a paid membership with Wesley including Basic + Translation membership, Silver membership, Gold membership and Platinum membership and excluding the Basic membership.
- h) **"Subscription Fees"** refer to the annual fee payable for the corresponding tier of Subscription at the published rate prescribed by Wesley which may be updated from time to time.
- i) **"Terms and Conditions"** refers to the Terms and Conditions of Member Accounts effective immediately upon a Member's creation of an Account, which may be found at www.wesleyconnect.com/termsandconditions.
- j) **"Terms of Use"** refers to the Terms of Use of the Website which may be found at www.wesleyconnect.com/termsouse.
- k) **"Visitor"** refers to any user who browses the Website and includes both Members and users who are not Members.
- l) **"Website"** refers to the Wesley Connect platform at www.wesley.net.

2. Incorporation by reference

These Summary of Terms are to be read in conjunction with the Terms of Use, Privacy Statement, Terms and Conditions of Member Accounts, and Payment Terms on the Website which shall be incorporated in, and form part of these Summary of Terms. Please refer to the Terms of Use, Privacy Statement, Terms and Conditions of Member Accounts, and Payment Terms at the Website for the full and complete provisions thereof.

3. Acceptance of Terms

- a) Please read the Terms and Conditions and Payment Terms carefully before creating an Account or initiating a Subscription because they (collectively **"Members' Terms"**) create a binding contract between each Member (**"you"** or **"your"**) and Wesley Connect Pte. Ltd. (**"Wesley"**, **"we"**, **"us"** or **"our"**). In exchange for accessing, browsing and/or using the Website as a Member, you agree to be bound by the Members' Terms, in addition to the Terms of Use and Privacy Statement (collectively **"Visitors' Terms"**) which each Visitor agrees to be bound to upon accessing and browsing the Website. To avoid doubt, in the event of any conflict between the Visitors' Terms and the Members' Terms, the Member's Terms shall prevail over the Visitor's Terms.
- b) If you do not agree to the Members' Terms and/or the Visitors' Terms, then you must not initiate the creation of an Account or continue to claim or use the Account. Wesley maintains the website (**"Website"**) and all information, communications, compilations, database, images, software, scripting, photos, pictures, text, descriptions, specifications of products or services of companies or businesses, graphics, videos, and other materials, services and content (collectively, the **"Content"**) found at or offered from time to time through the Website for the use of its Members and members of the general public but only for the lawful purposes described below.
- c) Wesley reserves all rights to revise, withdraw or make changes and corrections to the Members' Terms, the Visitors' Terms and/or Content (**"Amendments"**), in whole or in part, at any time, from time to time and without notice. Such Amendments shall be effective immediately upon publication of such Amendments on the Website. By continuing to use the Website, you shall be deemed to have read, understood, accepted and agreed to be bound by such Amendments and to periodically visit the Website to determine the then current Member Terms and Visitor Terms to which you are bound.

4. Wesley Connect Platform

The Wesley Connect platform on the Website provides internet leading directory services dedicated exclusively to the world of Japanese Business. The Website provides decision makers around the world access to, up-to-date and comprehensive information about Japanese companies and their products or services around the world. **Wesley does not own, operate or control any of the companies in the Listings on the Website.**

5. Access to your Account on the Website

- a) As a Visitor, you are bound by the Terms of Use and Privacy Statement (**"Visitors' Terms"**) published on the Website. As a Member, you are bound by the Terms and Conditions and the Payment Terms (**"Members' Terms"**) and further agree to browse and view the Website and the Content including the additional Member-only features available to you in accordance with the Members' Terms, in any event, for lawful and proper purposes which includes complying with all applicable laws, regulations and codes of practice within Singapore or other jurisdictions from which you are accessing this Website. The Website and/or Content may not be used for any illegal purpose or in any manner inconsistent with the Members' Terms.
- b) If you create an Account on behalf of a company, entity or business, then you represent and warrant that you are an authorised representative of such organisation with the authority to bind it to the Members' Terms and Visitors' Terms; and agree to be bound by these Terms on its behalf.

By providing your information or creating an Account, you agree that Wesley may contact you by email, direct mail, telephone, fax or text messages at any of the addresses or phone numbers, as applicable, provided by you or on your behalf in connection with an Account, including for marketing purposes.

6. Subscriptions

- a) All Accounts upon creation hold a free Basic Subscription with limited features. Wesley offers its Members different tiers of Subscriptions with corresponding Listing features and Member benefits as published on the Website in consideration for Subscription Fees payable by the Member. Wesley reserves the right to modify, terminate or otherwise amend our offered options, Listing features and Member benefits at any time at our

full discretion which modification shall be effective immediately upon its publication on the Website.

- b) To enjoy full access to the Website, Members need to sign up for an Account and a Subscription. Unless we otherwise communicate a different time period to you at the time of sign up or otherwise, the duration of each Subscription (**"Subscription Duration"**) is for twelve (12) months commencing upon the date you sign up for a Subscription and the Subscription Fees are received by Wesley, the date you re-activate a pre-existing Subscription with full payment of Subscription Fees, or any other date specified by Wesley.
- c) All Subscriptions are subject to the Payment Terms.

7. Payment of Subscription Fees

- a) All Subscription Fees due must be paid in full. Wesley reserves the right to refuse renewal of a Member's Account and provide related services to Members who neglect to make full payment of any fees due and owing to Wesley.
- b) All our Subscription Fees are non-refundable.
- c) Payments for Subscription Fees should be made through the payment methods prescribed by Wesley (and as may be updated by Wesley from time to time).
- d) You may not claim against Wesley for any failure, disruption or error in connection with the payment method.
- e) If a payment is not successfully settled due to expiration, insufficient funds or otherwise, you nonetheless will remain responsible for any uncollected amounts. Should the Member fail to make any payment pursuant to the terms and conditions of the Payment Method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to Wesley, Wesley shall be entitled to suspend the Member's Account until payment is made in full.

8. Electronic Signatures

You acknowledge and agree that by clicking on buttons labelled "SUBMIT", "SUBSCRIBE", "START TRIAL", "CONTINUE", "GET STARTED", "SIGN UP", "I ACCEPT" or such similar links as may be designated by Wesley to accept the Terms and Conditions, Terms of Use, Privacy Statement, Payment Terms or any other conditions prescribed by Wesley on the Website, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by the terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, you hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed through the site or services offered by Wesley.

9. Indemnification

- a) You agree to indemnify, hold harmless and defend Wesley and its Affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defence, including but not limited to, legal fees, resulting directly or indirectly from a claim that arises in connection with your use of the Website and/or Content and/or your Account.
- b) Notwithstanding the indemnification given by you, Wesley reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you under this or any other Clause, and in such case, you agree to fully cooperate as reasonably required with such defence and in asserting any available defences.

10. Limitation of Liability

In no event shall Wesley and/or its Affiliates, be liable to you or any other person or entity for any direct, indirect, special, incidental, consequential or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, loss of use, or costs of obtaining substitute goods or services) arising out of the use, inability to use, unauthorised access to or use or misuse of the Website and/or Content and/or Account, whether based upon warranty, contract, tort (including negligence), or otherwise, even if Wesley has been advised of the possibility of such damages or losses.

11. Website Content and Privacy

- a) As a Member you are solely responsible for the accuracy of any Listing you post, and for all claims, losses, costs, expenses or damages whatsoever from any person arising (directly or indirectly) from the publication of any Listing.
- b) The collection and use of any information collected from you, including but not limited to personal data, by Wesley will be subject to the Website Privacy Statement.

12. Waiver

Any failure of Wesley to exercise or enforce any right or provision of the Members' Terms and/or the Visitors' Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you agree that the court shall endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms remain in full force and effect.

13. Termination

The Members' Terms are effective as long as you have an Account with us. We may, at any time and for any reason, terminate access to or use of the Website and/or Content and/or Account by any particular person or particular IP address. If we terminate your access to or use of the Website, Content or your Account you will not have the right to bring claims against us or our Affiliates with respect to such termination. We and our Affiliates shall not be liable for any termination of your access to the Website, Content and/or Account.

14. For Additional Information

If you have any questions about any of the Members' Terms or Visitors' Terms, please contact us at: support@wesleyconnect.com.

