

## enoFin™

### TERMS AND CONDITIONS OF USE OF CROWE ENOFIN WEB APPLICATION

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**Last Modified:** 1 June 2021

#### 1. ACCEPTANCE OF TERMS

By accessing the enoFin cloud accounting system ("Web"), you agree to be bound by these Terms and Conditions of Use ("Web T&Cs"). We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Web T&Cs, you must immediately discontinue your access to the Web and your use of the services offered on the Web. Your continued use of the Web serves as your acknowledgement that you have read, understood and agreed to be bound by these Web T&Cs.

#### 2. DEFINITIONS

In these Web T&Cs, the following capitalised terms shall have the following meanings, except where the context otherwise requires:

"Account" means an account created by an Authorised User on the Web as part of registration.

"Privacy Policy" means the privacy policy set out in Clause 12 of these Web T&Cs.

"Services" means all the services provided by Crowe Horwath First Trust Outsourcing Pte Ltd ("Crowe SG") via the Web to the Authorised User and references to "we", "us", "our" are references to Crowe SG.

"Authorised User" means the individual client or such other natural person(s), whom the corporate client may from time to time notify to Crowe SG in writing (in such form as Crowe SG may prescribe from time to time) in accordance with these Web T&Cs, as a person ("You") or persons who is/are authorised to use, access and operate the Web, and/or to give any instruction to Crowe SG.

"Electronic Alert" means a notification, instruction, communication, message, data or information sent by Crowe SG to the Authorised User via Short Message Service ("SMS"), email or such other mode of electronic delivery as Crowe SG may determine from time to time.

"Password" means a combination of alphabets and numbers which has been successfully created via the Web, which when used together with a User ID, shall enable access to the Web.

"User ID" means a unique user name which has been successfully generated by Crowe SG to be used together with a Password to enable access to the Web.

"Security Code" means a random one-time password ("OTP") generated by Google Authenticator that is required to access the Web as a means of identification.

### 3. YOUR USE OF THE WEB

You must not attempt to extract any source code from the Web, disassemble it or make any derivative versions, or attempt to interrupt or decipher the transmissions between the Web and our systems.

You must not use the Web for any of the following purposes:

- (a) anything unlawful or illegal or which is fraudulent or malicious or which promotes any criminal activity or provides information about the same;
- (b) anything which is defamatory, harassing or threatening or which otherwise infringes or violates the rights of others. This includes any information that you may upload to the Web;
- (c) interfering in any way with any other user of the Web; and/or
- (d) knowingly introducing viruses or other malicious or harmful material.

### 4. ELECTRONIC ALERT, PASSWORD AND OTP

4.1 You acknowledge and agree that upon your successful registration as an Authorised User, you will automatically be enrolled in Crowe SG's Electronic Alert service. Accordingly, you understand and agree that Crowe SG will notify you by way of an Electronic Alert of certain transactions made via the Web. The transactions which trigger an Electronic Alert shall be determined at Crowe SG's discretion from time to time.

4.2 You acknowledge and agree that when performing certain transactions via the Web, you will be required to key in an OTP before the transaction can be completed.

4.3 You acknowledge that Electronic Alert may not be encrypted and may contain information relating to your transaction.

4.4 You acknowledge and agree that your latest email address on record with Crowe SG will be used for the purpose of sending Electronic Alert. You acknowledge and agree that it is your sole responsibility to immediately notify Crowe SG of any change in the email address on record with Crowe SG.

4.5 You represent that you are the registered owner on record of the email address that you have provided to Crowe SG or you are authorised by the registered owner of the email address to use the same.

4.6 You acknowledge and agree that Crowe SG will not be liable for any damages, losses, expenses or costs (whether direct or indirect) suffered or incurred by you arising from any Electronic Alert sent in accordance with these Web T&Cs, including but not limited to (a) non-delivery, delayed delivery, the misdirected delivery of an Electronic Alert; (b) incorrect contents of an Electronic Alert; (c) access or disclosure of the contents of an Electronic Alert by any unauthorised persons or third party; and (d) your inability to perform online transactions.

4.7 You agree to accept full responsibility for any access to the Web using your User ID, Password and OTP and all transactions executed via the Web and in particular for ensuring the accuracy and completeness of your transactions.

4.8 You agree to change your Password from time to time by using the Change Password screen within the Web and Crowe SG is entitled at our reasonable discretion to reject any of your selection as your new Password without giving any reason therefore.

4.9 You agree that Crowe SG shall not be liable in anyway whatsoever for any unauthorised registration of your Password.

4.10 All references to a time of day in any notification sent by Crowe SG under the Electronic Alert service are to Singapore time (unless otherwise specified by Crowe SG).

## 5. PROPRIETARY RIGHTS AND LICENCE

5.1. All trade marks, copyright, database rights and other intellectual property rights of any nature in the Web together with the underlying software codes are owned by Crowe SG.

5.2. Crowe SG hereby grants you a non-exclusive, non-transferable, royalty-free revocable licence to use the Web for your business and personal use in accordance with these Web T&Cs.

5.3 You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Web (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Web; or (iii) create derivative works of the Web of any kind whatsoever.

5.4 We will not hesitate to take legal action against any unauthorised usage of our trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved.

## 6. RULES ABOUT USE OF THE SERVICES AND THE WEB

6.1 While we will endeavour to ensure that the Web is normally available 24 hours a day, we shall not be liable if for any reason the Web is not available at any time or for any period. Access to the Web may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we shall not be liable for any loss or liability which may be suffered or incurred by you as a result of any suspension of, or interruption to, the operation of the Web.

6.2 We will render our best efforts to ensure that information made available through the Web is complete, accurate and current. Despite our best efforts, such information may occasionally be inaccurate, incomplete, or out of date. We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Web will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it to [enoFin@crowe.sg](mailto:enoFin@crowe.sg).

6.3 We do not give any warranty that the Services and the Web are free from viruses or anything else which may have a harmful effect on any technology.

## 7. TERMINATION AND SUSPENSION

7.1 We reserve the right to terminate or suspend your use of the Web with or without notice at any time and without any liability to you. Upon any termination your right to use the Web, and any other rights or permissions granted to you in these Web T&Cs, will end and you must stop using the Web.

## 8. DISCLAIMER AND EXCLUSION OF LIABILITY

8.1 The Web, the Services and the information on the Web are provided on an "as is, as available" basis without any warranties whether express or implied.

8.2 To the fullest extent permitted by applicable law, we shall not be liable in contract, tort or otherwise howsoever and whatsoever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Web.

8.3 Despite our best efforts to ensure that our Web is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data

transfers pursuant to the Web, or electronic mail transmitted to and from us, will not be monitored or read by others.

## **9. INDEMNITY**

9.1 Except to the extent prohibited under applicable law, you agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the Services, (b) any other party's use of the Services using your User ID, Password and OTP, and/or (c) your breach of any of these Web T&Cs, and to pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

## **10. AMENDMENTS**

10.1 We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Web from time to time.

10.2 We reserve the right to amend these Web T&Cs from time to time without notice. The revised Web T&Cs will be posted on the Web and shall take effect from the date of such posting. You are advised to review these Web T&Cs periodically as they are binding upon you.

## **11. APPLICABLE LAW AND JURISDICTION**

11.1 You accept and agree that these web T&Cs shall be governed by and interpreted in accordance with the laws of Singapore and both you and we shall submit to the exclusive jurisdiction of the courts of the Singapore in respect of any dispute arising out of and/or in connection with these Web T&Cs.

## **12. DATA PROTECTION POLICY**

12.1 By accessing the Web and by continuing to use the Services offered, you are deemed to have accepted our Data Protection Policy, and in particular, you are deemed to have consented to our use and disclosure of your personal information in the manner prescribed in our Data Protection Policy. We reserve the right to amend our Data Protection Policy from time to time. If you disagree with any part of our Data Protection Policy, you must immediately discontinue your access to the Web and your use of the Services.