

## **Terms and Conditions**

### **1.0 Introduction**

1.1 Bookwhale.com (collectively, the “Website”, “Bookwhale.com”) are owned and operated by XPRMNT LLP (Company Registration No. T16LL1723K) in Singapore.

1.2 Please read the following Terms and Conditions carefully before using Bookwhale.com or opening a Bookwhale.com account ("Account") so that you are aware of your legal rights and obligations with respect to XPRMNT LLP (the “Company”, "we", "us" or "our"). The "Services" XPRMNT LLP provides or makes available include: (a) the Website; (b) services provided by the Website; and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming or other materials made available through the Website or its related services ("Content"). Any new features added to or changing the Services are also subject to these Terms and Conditions. These Terms and Conditions govern your use of the Services provided by XPRMNT LLP.

1.3 The Services include:

1.3.1 An online platform service that provides a listing space for the sale of used or new books between the buyer (“Buyer”) and the seller (“Seller”) (collectively “you”, “Users”).

1.3.2 Facilitating the sale contract between Buyer and Seller as a payment processing agent using a digital wallet for storage of monies.

1.3.3 Facilitating the delivery and, refund or return of used or new books between Buyer and Seller through the provision of shipping labels and packaging materials mailed directly to Users’ homes upon every transaction.

1.3.4 Customer service on behalf of Sellers.

1.3.5 Support services for all Users.

1.3.6 Services listed in Clauses 1.5 and 1.6.

1.4 Bookwhale.com is not a party to that or any other contract between Buyer and Seller and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. Bookwhale.com is not involved in the transaction between Users. Bookwhale.com may or may not pre-screen Users or the Content or information provided by Users. Bookwhale.com reserves the right to remove any Content or information posted by you on the Website in accordance to Section 5.0 herein.

1.5 Buyer-specific Services include:

1.5.1 Customer service.

1.5.2 Book delivery receipt confirmation.

1.5.3 Management of returns and refunds of previously purchased books.

1.5.4 Collecting, reconciling and executing all transactions related to orders as a payment processing agent for Buyer.

1.6 Seller-specific Services include:

1.6.1 Listing of Seller’s book titles for sale on the Website.

1.6.2 Customer service.

1.6.3 Provision of shipping labels and materials.

1.6.4 Management of returns and refunds of previously purchased books.

- 1.6.5 Collecting, reconciling and executing all transactions related to orders as a payment processing agent for Seller.
- 1.7 Before becoming a User of the Website, you must read and accept all of these Terms and Conditions in this document. You must consent to the processing of your personal data as described in the Privacy Policy (refer to Section 2.0).
- 1.8 Bookwhale.com reserves the right to change, modify, suspend or discontinue all or any part of this Website or the Services at any time or upon notice as required by local laws. We may, from time to time, trial certain Services on the Website without notice or liability. These Services may not function correctly. We may also impair certain functions of the Services or the Website. We may restrict User access to the Website partially or entirely at our sole discretion and without notice or liability.
- 1.9 Bookwhale.com reserves the right to block your access to the Website or to block your Account registration for any reason.

By using Bookwhale.com services or registering an account, you give your irrevocable acceptance of and consent to the terms of this agreement. If you do not agree to these terms and conditions, please do not use our services or access the Website. If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “legal age”), you must get permission from a parent or legal guardian to open an account and that parent or legal guardian must agree to the terms of this agreement. If you do not know whether you have reached the legal age, or do not understand this section, please do not create an account until you have asked your parent or legal guardian for help. If you are the parent or legal guardian of a minor who is creating an account, you must accept the terms of this agreement on the minor's behalf and you will be responsible for all use of the account or company services using such account, whether such account is currently open or created later.

## 2.0 **Privacy Policy**

- 2.1 Please review this section to understand how Bookwhale.com collects and uses the information associated with your Account and/or your use of the Services (the “User Information”).
- 2.2 The User Information that we may collect includes but is not limited to: (a) email address, (b) shipping address, (c) bank account and payment information, (d) any other information about the User when the User signs up to use our Services or Website, and when the User uses the Services or Website, as well as information related to how the User uses our Services or website, and (e) aggregate data on content the User engages with.
- 2.3 We will/may collect personal data about you:
  - 2.3.1 when you register and/or use our Services or Website, or open an account with us;
  - 2.3.2 when you submit any form, including, but not limited to, application forms or other forms relating to any of our products and services, whether online or in paper form;
  - 2.3.3 when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you use our Services;
  - 2.3.4 when you interact with us, such as via face-to-face meetings, social media platforms and emails;
  - 2.3.5 when you use our Services, or interact with us via use of Services on our Website. This includes, without limitation, through cookies which we may deploy when you interact with our Website;

- 2.3.6 when you carry out transactions through our Services;
- 2.3.7 when you provide us with feedback, complaints, or file a dispute;
- 2.3.8 when you register for a contest or other promotional activities; or
- 2.3.9 when you submit your personal data to us for any reason.
- 2.3.10 The above does not purport to be exhaustive and sets out some common instances of when personal data about you may be collected.
- 2.4 User Information and personal data will be used for purposes of managing and operating the Website, improving the Services, processing transactions, providing support services for Users, marketing for Bookwhale.com, and backing up these data for crises recovery.
- 2.5 We will use and store User Information and personal data in accordance with privacy laws in Singapore.
- 2.6 We will/may need to disclose your personal data to our third party service providers, agents and/or our affiliates or related corporations, and/or other third parties, located in or out of Singapore.
- 2.7 We use Google Analytics™ service, a web analytics service by Google, Inc. (“Google”). This service helps us analyse how Users use the Website. This information (including your IP address) is sent to and stored on servers operated by Google. Google uses this information to evaluate your use of the website, compile reports on website activity for website operators and provide other services relating to website usage activity. Google may also send this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.
- 2.8 We provide a book preview on the Website via Google Books™ service and its API. Any content you submit through the Google Books™ API, including your name or nickname, may be made publicly available on Google services as described by the Google Books™ Privacy Policy at <https://books.google.com/googlebooks/privacy.html> and Help Center article at <https://support.google.com/books/bin/answer.py?hl=en&answer=100088>.
- 2.9 By using the Services or providing information on the Website, you:
  - 2.9.1 consent to the Company's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy.
  - 2.9.2 consent to the use, disclosure and/or processing of your personal data (delivery address and User ID) for the purposes of sale and delivery of books purchased, and return of books previously purchased;
  - 2.9.3 agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and Bookwhale.com;
  - 2.9.4 and shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without the Company's prior written consent.
- 2.10 Users in possession of a User's personal data (delivery address and User ID) through the use of the Services hereby agree that, they will: (a) comply with all applicable personal data protection laws with respect to any such data, and (b) not disclose these personal data to any third party.
- 3.0 **Limited License**
- 3.1 Bookwhale.com grants you a limited and revocable license to access and use the Services subject to these Terms and Conditions. All proprietary Content, trademarks, service marks, brand names, logos and other

intellectual property (“Intellectual Property”) displayed in the Website are the property of Bookwhale.com and where applicable, third party proprietors identified in the Website. No right or licence is granted directly or indirectly to any party accessing the Website to use or reproduce any Intellectual Property, and no party accessing the Website shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Website and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Website or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Website on any other server or as part of any other website. In addition, you agree that you will not use any software, hardware, manual process or any other automatic devices to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

3.2 You are welcome to link to the Website from your website, provided that your website does not imply any endorsement by or association with Bookwhale.com. You acknowledge that Bookwhale.com may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

#### 4.0 **User Accounts and Security**

4.1 We require registration of an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information (refer to Clause 2.2). If you register a User ID and/or your email address that we, at our sole discretion, find offensive or inappropriate, Bookwhale.com has the right to suspend or terminate your Account. Bookwhale.com has not reviewed, and assumes no responsibility for any third party content, functionality, security, services, privacy policies, or other practices of those products, websites or services.

4.2 You agree to: (a) keep your password confidential, (b) ensure that you log out from your account at the end of each session on the Website, (c) immediately notify Bookwhale.com of any unauthorised use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. Bookwhale.com will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.

4.3 You agree that Bookwhale.com may for any reason, at its sole discretion and with or without notice or liability to you or any third party, terminate your Account with immediate effect, remove or discard from the Site any Content associated with your Account, withdraw any subsidies offered to you, cancel any transactions associated with your Account, temporarily withhold any sale proceeds or refunds, and/or take any other actions that we deem necessary. Grounds for such actions may include, but are not limited to: (a) extended periods of inactivity; (b) violation of the letter or spirit of these Terms and Conditions; (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour; (d) having multiple user accounts for illegitimate reasons; or (e) behaviour that is harmful to other Users, third parties, or the business interests of Bookwhale.com. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If

a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, Bookwhale.com may terminate your Account immediately with or without notice.

4.4 Users may terminate their Account if they notify Bookwhale.com via email (moby@bookwhale.com) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and Users must contact Bookwhale.com after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms and Conditions. Bookwhale.com shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this section. Users waive any and all claims based on any such action taken by Bookwhale.com.

4.5 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

## 5.0 **Terms of Use**

5.1 The license for use of this Website and the Services is effective until terminated. This license will terminate as set forth under these Terms and Conditions or if you fail to comply with any term or condition of these Terms and Conditions. In any such event, Bookwhale.com may effect such termination with or without notice to you.

5.2 You agree not to:

5.2.1 upload, email, post, transmit, mail or otherwise make available any material that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

5.2.2 violate any laws, including without limitation any laws and regulation in relation to export and import restrictions or third party rights;

5.2.3 use the Services to harm minors in any way;

5.2.4 use the Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;

5.2.5 use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;

5.2.6 use the Services for fraudulent purposes;

5.2.7 manipulate the price of any item or interfere with other User's listings;

5.2.8 take any action that may undermine the Website's processes;

5.2.9 attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by the Company with respect to the Services and/or data transmitted, processed or stored by the Company;

5.2.10 collect any information about or regarding other Users, including, without limitation, any personal data or information;

5.2.11 upload, email, post, transmit or otherwise make available any material that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- 5.2.12 upload, email, post, transmit, mail or otherwise make available any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- 5.2.13 upload, email, post, transmit, mail or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;
- 5.2.14 upload, email, post, transmit, mail or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;
- 5.2.15 interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- 5.2.16 take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
- 5.2.17 use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;
- 5.2.18 use the Services to violate the privacy of others or to "stalk" or otherwise harass another;
- 5.2.19 infringe the rights of Bookwhale.com, including any intellectual property rights and any passing off of the same thereof;
- 5.2.20 use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above;
- 5.2.21 and/or list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.
- 5.3 You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you are entirely responsible for all Content that you upload, post, email, transmit, mail or otherwise make available through the Site. You understand that by using the Website, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. To the maximum extent permitted by applicable law, under no circumstances will Bookwhale.com be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the Site.
- 5.4 You acknowledge that Bookwhale.com shall have the right (but not the obligation) at our sole discretion to pre-screen, refuse, delete, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Website. Without limiting the foregoing, Bookwhale.com shall have the right to remove any Content (i) that violates these Terms and Conditions; (ii) if we receive a complaint from another User; (iii) if we receive a notice of intellectual property infringement or other legal instruction for removal; or (iv) if such Content is otherwise objectionable. We may also block delivery of a written review on the Website as part of our effort to protect the Services or

our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by Bookwhale.com or submitted to Bookwhale.com, including, without limitation, information in Bookwhale.com Forums and in all other parts of the Site.

- 5.5 You acknowledge, consent to and agree that Bookwhale.com may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over Bookwhale.com or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Bookwhale.com, its Users and/or the public.

#### 6.0 **Violation of Our Terms and Conditions**

- 6.1 Violations of this policy may result in the following actions, including, without limitation, any or all of the following: (a) listing deletion, (b) account termination, (c) criminal charges and (d) civil actions, including without limitation a claim for damages and/or interim or injunctive relief.
- 6.2 If you believe a User on our Site is violating these Terms and Conditions, please contact us at [moby@bookwhale.com](mailto:moby@bookwhale.com).

#### 7.0 **Purchase and Payment**

- 7.1 We support payments by Credit/Debit Card through the integrated Stripe payment gateway. The following modes of payment are:
- 7.1.1 Credit/Debit Card: card payments are processed through third-party payment channels and the type of credit/debit cards accepted by these payment channels may vary depending on the jurisdiction you are in. Minimum purchase amount per payment via Credit/Debit Card is S\$0.60.
- 7.1.2 Bookwhale.com digital wallet (“eWallet”): Buyer may make payments using the existing balances in their eWallet. Any leftover balance of the purchase amount (after deduction of eWallet balance from total of price of book(s) in shopping cart and corresponding shipping fees) will be paid through Credit/Debit Card. If the leftover balance in the eWallet is lower than S\$0.60, S\$0.60 will be charged to the card, with whatever remaining after payment subsequently added to eWallet balance.
- 7.1.2.1 For example:
- a) eWallet balance: S\$7.00
  - b) Total payable: S\$7.50
  - c) Amount to be paid by Credit/debit card: S\$0.50 (lower than the minimum amount of \$0.60)
  - d) Hence, total charged is \$7.60
  - e) After payment of \$7.50, eWallet balance: S\$0.10
- 7.2 Buyers may only change their preferred mode of payment for their purchase prior to making payment.
- 7.3 Bookwhale.com takes no responsibility and assumes no liability for any loss or damages to the Buyer arising from shipping information and/or payment information entered by the Buyer or wrong remittance by the Buyer in connection with payment for the books purchased. We reserve the right to check whether

Buyer is duly authorised to use payment methods stated in Clause 7.1 and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

#### 8.0 **eWALLET**

8.1 The Bookwhale.com digital wallet (“eWallet”) is a service provided by Bookwhale.com to facilitate the storage of monies you receive from successful sale transactions and refunds for purchases made via Credit/Debit Card or your eWallet. The sum of this money, minus any withdrawals (completed or requested), will be reflected as your eWallet balance.

8.2 You may transfer funds from your eWallet (capped at the current balance amount of your eWallet) to your linked bank account (“Linked Account”) by submitting a transfer request (“Withdrawal Request”) a maximum of once per day. Bookwhale.com only processes Withdrawal Requests on working days. Monies take up to 5 to 10 working days to be credited to your Linked Account.

8.3 At the moment, Bookwhale.com is only able to make payment to Users via bank transfer. Hence, Users are required to provide Bookwhale.com with his/her banking details in order to make withdrawals from their Bookwhale.com eWallet, subject to a S\$0.25 administrative fee per withdrawal (deducted from the withdrawal amount itself).

8.4 Money from your sale of books on Bookwhale.com shall be credited to your eWallet automatically after Buyer has acknowledged that they have received the book(s). Money from refunds of books shall be credited to your eWallet within 2 working days of the return or refund request being approved.

8.5 Once a Withdrawal Request has been submitted, you may not modify or cancel that Withdrawal Request.

8.6 If there is an error in the processing of any transaction, you authorize us to initiate debit or credit entries to your designated bank account, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. If we are unable to debit your designated bank account for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that you have on file with us or to deduct the debit and applicable fees from your eWallet balance in the future.

#### 9.0 **Gold Star Rewards Programme**

9.1 Buyers and Sellers earn reward points (“Gold Star(s)”) by completing a successful sale transaction. All Users become eligible for the Gold Star Rewards Programme upon registration of their User Accounts. A successful sale transaction is deemed as one that has occurred within a countdown window of 12 working days from the book purchase date with:

9.1.1 the Buyer confirming receipt of the book matching its description in the listing;

9.1.2 after the 12 working days have passed without any action taken by the Buyer;

9.1.3 if the Buyer does not report that he/she did not receive the shipment;

9.1.4 and if the Buyer wishes to return the purchased book.

9.2 A Gold Star is awarded each to the Buyer and Seller, and will be credited to their User Accounts after a period of up to 12 working days upon the completion of a successful transaction.

9.3 Bookwhale.com’s Gold Star rewards points have no monetary value, does not constitute your property and cannot be purchased, sold, transferred or redeemed for cash.

- 9.4 Subject to Bookwhale.com's rules and regulations as determined, varied or modified by Bookwhale.com from time to time, subject to any cap imposed by Bookwhale.com at its sole discretion, Users may accumulate Gold Stars to reach discount tiers on Seller Fees. Users may also redeem their Bookwhale.com Gold Stars for other benefits as advised by us from time to time. Specific discount tiers and benefits through the Gold Star Rewards Programme are yet to be determined and will be announced at a later date.
- 9.5 Any Gold Stars you redeem will be deducted from your Account balance.
- 9.6 Bookwhale.com reserves the right to (i) discontinue the Gold Star Rewards Programme at any time at its sole discretion and (ii) cancel or suspend a User's right to participate in Rewards Programme, including the ability to earn and redeem Gold Stars at its sole discretion.

#### 10.0 **Shipping of Books Purchased**

- 10.1 Bookwhale.com will send the Seller a shipping label containing the Buyer's shipping address (printed or written) and packaging material within 2 working days upon the Website receiving the Buyer's payment for the book(s) purchased. Upon receipt of shipping label and packaging material, the Seller should then make the necessary arrangements to have the purchased book dropped off at a nearest Singapore Post Ltd ("Singpost") posting box or post office. For shipping options with tracking number, Bookwhale.com will inform Buyer of the corresponding tracking number within 2 working days of the book purchase date.
- 10.2 Seller must use his/her best effort to ensure that he/she posts the purchased book as soon as possible upon receipt of shipping label and packaging material.
- 10.3 Users understand that Seller bears all risk attached to the delivery of the purchased book(s). In the event where the purchased book(s) encounters damage, loss or failure of delivery during the course of delivery, Users acknowledge and agree that the Company will not be liable for any damage, expense, cost or fees resulted therefrom. Bookwhale.com will, for packages shipped with a tracking number, on a case-by-case basis and on behalf of Users, reach out to the delivery provider to resolve such disputes.

#### 11.0 **Returns and Refunds Policy**

- 11.1 The Buyer agrees that, in the event of a return of previously purchased book(s) or a reported non-receipt of a shipment(s), the monies paid with Credit/Debit Card will only be credited directly to User's eWallet Balance. Users will have to go through a Withdrawal Request to obtain the monies.
- 11.2 Buyer may not cancel his/her order once checkout is completed.
- 11.3 The Buyer may initiate a return process for the return of the purchased book(s) and a partial refund (only the cost of previously purchased book is refunded, initial shipping costs will not be refunded). In order to complete this return process, the Buyer is first required to pay for the return shipping costs.
- 11.4 In the event of a report of a non-receipt of shipment, the Buyer will receive a full refund (total of previously purchased book cost and initial shipping costs) credited into his/her eWallet balance within 2 working days.
- 11.5 Bookwhale.com reserves the right to cancel any transaction on the Website. Buyer agrees that Buyer's sole remedy will be to receive a refund of the Buyer's Purchase Monies credited into the Buyer's eWallet balance.
- 11.6 If you, the Buyer, have initiated a return or refund (in the case of non-receipt of a shipment) process based on Bookwhale.com's Refunds and Return Policy, we shall refund the monies paid to your Bookwhale.com eWallet within 2 working days.

11.7 In the event of a Buyer-initiated return, Bookwhale.com will send the Buyer the shipping label containing the Seller's shipping address (printed or written) and packaging material within 2 working days when the Buyer initiates a return. Upon receipt of shipping label and packaging material, the Buyer should then make the necessary arrangements to have the previously purchased book dropped off at his/her nearest Singpost posting box or post office. There will be no shipping options with tracking provided for a return. Buyers are responsible for payment of return shipping.

11.8 In the event of a Buyer-initiated return, the Buyer must use his/her best effort to ensure that he/she posts the previously purchased book as soon as possible upon receipt of shipping label and packaging material.

#### 12.0 **Seller's Responsibilities**

12.1 Seller must not list or sell any book in digital medium.

12.2 Seller shall ship his/her book as soon as possible upon receipt of shipping label and shipping materials.

12.3 Seller shall list his/her book condition in accordance with the provided scale, as closely as possible.

12.4 Seller should be responsible not to list pornographic/offensive material or any book titles prohibited under Singapore's Undesirable Publications Act.

12.5 Seller is entirely responsible for the shipping of the sold book. Bookwhale.com shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this section. Users waive any and all claims based on any such action taken by Bookwhale.com.

12.6 Seller shall properly manage and ensure that relevant information such as the book price(s) and inventory amounts is updated on Seller's listing(s) and shall not post inaccurate or misleading information.

12.7 The price of book(s) for sale will be determined by the Seller at his/her own discretion. The price of an item shall not include items such as shipping fees, sales tax, value-added tax, tariffs, etc.

12.8 Seller agrees that Bookwhale.com may at its discretion engage in promotional activities for and on behalf of Sellers to induce transactions between Buyers and Sellers by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustments are applied to.

12.9 For the purpose of promoting the sales of books listed by Seller, Bookwhale.com may post such book titles (at adjusted price) on third-party websites (such as portal sites and price comparison sites).

12.10 Seller acknowledges and agrees that Seller will be responsible for paying all taxes, customs and duties for the item sold and Bookwhale.com cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.

12.11 Seller acknowledges and agrees that Seller's violation of any of Bookwhale.com's policies will result in a range of actions as stated in Section 6.0.

#### 13.0 **Buyer's Responsibilities**

13.1 Bear the shipping costs when purchasing a book.

13.2 Pay shipping costs for returning a previously purchased book.

13.3 For returns, upon receipt of shipping label and packaging material, the Buyer should endeavour to have the previously purchased book dropped off at his/her nearest Singpost posting box or post office as soon as possible.

#### 14.0 **Fees for the Services Rendered**

- 14.1 Unless otherwise stated, Bookwhale.com does not charge Users for the use of the Website or Sellers for listing of book(s) for sale.
- 14.2 Where fees are payable, the same will be subject to GST/VAT and other applicable taxes. Unless otherwise agreed, Seller is responsible for such taxes. Seller acknowledges and agrees that Bookwhale.com may deduct its fees and any applicable taxes from the purchase monies paid by Buyers. Bookwhale.com shall issue receipts or tax invoices for fees and tax paid by Seller on request.
- 14.3 Bookwhale.com takes a fee for Services rendered to the Seller. The commission, S\$0.80 and 5%, is deducted from the listing price of the book only when a Buyer purchases the book from the Seller.
- 14.4 Bookwhale.com does not charge any fees for Seller's listings.
- 14.5 Bookwhale.com does not charge any fees when there are any returns and refunds.
- 14.6 Withdrawals from Users' eWallets are subject to an administrative fee of S\$0.25 per Withdrawal Request, deducted from the withdrawn amount.

#### 15.0 **Disputes**

- 15.1 Bookwhale.com expects Users to act honestly. Sellers and Buyers who are returning previously purchased books should act in a timely manner and endeavour to ship their books as soon as possible after receipt of shipping label and packaging materials.
- 15.2 Any Buyer's non-receipt of a shipment or an unsatisfactory receipt of a shipment should be initiated by the Buyer using the corresponding links located in the User Account page on the Website. Other disputes that arise will be managed by Bookwhale.com on a case-by-case basis, at our sole discretion. We reserve the right to dismiss disputes relating to Seller's non-receipt of return of previously purchased book, Buyer's non-receipt of a shipment, Buyer's unsatisfactory receipt of a shipment or other reasons cited by Users. Each dispute resolution is final and non-negotiable. Bookwhale.com shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this section. Users waive any and all claims based on any such action taken by Bookwhale.com.
- 15.3 Buyers covered under Bookwhale.com's Shipping Insurance may initiate a refund process that entitles them to more Buyer protection against dishonest Sellers and non-receipt of shipments. Further details regarding the Shipping Insurance will be determined and announced at a later date.
- 15.4 Dispute resolutions may result in funds being deducted from Buyer's and/or Seller's eWallet account. In the event of insufficient balance in User's eWallet, Bookwhale.com may impose a future deduction on User's eWallet.

#### 16.0 **User Suggestions**

- 16.1 We are interested to hear suggestions from our Users to help improve Bookwhale.com and its Services:
- 16.1.1 Feedback may be made through email at [moby@bookwhale.com](mailto:moby@bookwhale.com).
- 16.1.2 Vague and defamatory feedback will not be entertained.

#### 17.0 **Disclaimer**

- 17.1 Certain content that appears on Bookwhale.com comes from Google LLC, Goodreads.com or isbndb.com. This content is provided 'as is' and is subject to change or removal at any time.
- 17.1.1 ©2018 Google LLC All rights reserved. Google and the Google Logo are registered trademarks of Google LLC.

- 17.2 Delivery services are made exclusively through the use of Singpost's services. Bookwhale.com will not be liable for any damages, expenses, costs or fees resulting from purchased book(s) being damaged, lost or failure of delivery during the shipping of Seller's books for purposes of a purchase or a return. For any disputes, please refer to section 15.0.
- 17.3 The services are provided "as is" and without any warranties, claims or representations made by Bookwhale.com of any kind either expressed, implied or statutory with respect to the services, including without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. Without limiting the foregoing and to the maximum extent permitted by applicable law, Bookwhale.com does not warrant that the Services, this Website or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this Website and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horse, routings, trap doors, times bombs or any other harmful codes, instructions, programs or components.
- 17.4 You acknowledge that the entire risk arising out of the use or performance of the website and/or the services remains with you to the maximum extent permitted by applicable law.
- 17.4.1 Bookwhale.com has no control over and, to the maximum extent permitted by applicable law, does not guarantee or accept any responsibility for: (a) the fitness for purpose, existence, quality, safety or legality of items available via the services; or (b) the ability of sellers to sell items or of buyers to pay for items.
- 17.5 If there is a dispute involving one or more users, such users agree to resolve such dispute through the Company and accept any dispute resolution as final and non-negotiable. Users also agree, to the maximum extent permitted by applicable law, to release Bookwhale.com from any and all claims, demands and damages arising out of or in connection with any such dispute (please refer to Section 15.0).
- 18.0 **Exclusions and Limitations of Liability**
- 18.1 To the maximum extent permitted by applicable law, in no event shall Bookwhale.com be liable whether in contract, warranty, tort (including, without limitation, negligence (whether active, passive or imputed), product liability, strict liability or other theory), or other cause of action at law, in equity, by statute or otherwise, for:
- 18.1.1 (i) loss of use, (ii) loss of profits, (iii) loss of revenue, (iv) loss of data, (v) loss of good will, or (vi) failure to realise anticipated savings, in each case whether direct or indirect;
- 18.1.2 or any indirect, incidental, special or consequential damages, arising out of or in connection with the use or inability to use this Website or the Services, including, without limitation, any damages resulting therefrom, even if Bookwhale.com has been advised of the possibility of such damages.
- 18.2 You acknowledge and agree that your only right with respect to any problems or dissatisfaction with the Services is to request for termination of your account and/or discontinue any use of the Services.
- 18.3 If, notwithstanding the previous sections, Bookwhale.com is found by a court of competent jurisdiction to be liable (including for gross negligence), then, to the maximum extent permitted by applicable law, its liability to you or to any third party is limited to the lesser of: (a) any amounts due and payable to you pursuant to the Bookwhale.com guarantee; and (b) S\$30.

18.4 Nothing in these Terms and Conditions shall limit or exclude any liability for death or personal injury caused by Bookwhale.com's negligence, for fraud or for any other liability on the part of Bookwhale.com that cannot be lawfully limited and/or excluded.

#### 19.0 **Links to Third Party Websites**

19.1 Users access third party links at their own risk. Bookwhale.com is in not responsible for these links or content therein. Third-party links do not in any way imply or express affiliation, endorsement or sponsorship of any linked site and/or any of its content therein.

#### 20.0 **Your Representations and Warranties**

20.1 You represent and warrant that:

20.1.1 You possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms and Conditions and to comply these Terms and Conditions;

20.1.2 And you will use the Services for lawful purposes only and in accordance with these Terms and Conditions and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

#### 21.0 **Fraudulent or Suspicious Activity**

21.1 If Bookwhale.com, at its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect Bookwhale.com, other Users, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

21.1.1 We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;

21.1.2 We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Singapore or elsewhere and directed to Bookwhale.com;

21.1.3 We may refuse to provide the Services to you now and in the future;

21.1.4 We may hold your funds for a period of time reasonably needed to protect against the risk of liability to Bookwhale.com or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

21.2 For the purposes of this Section:

21.2.1 "Chargeback" means a request that a Buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

21.2.2 "Claim" means a challenge to a payment that a Buyer or Seller files directly with Bookwhale.com.

21.2.2.1 "Reversal" means the reversal of a payment by Bookwhale.com because: (a) it is invalidated by the sender's bank; (b) it was sent to you in error by Bookwhale.com; (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card); (d) You received the payment for activities that violated these Terms and Conditions; or (e) Bookwhale.com decided a Claim against you.

#### 22.0 **Indemnity**

22.1 You agree to indemnify, defend and hold harmless Bookwhale.com, the Company and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and

suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to:

- 22.1.1 The hosting, operation, management and/or administration of the Services by or on behalf of Bookwhale.com;
- 22.1.2 Your violation or breach of any terms and conditions of these Terms and Conditions or any other guidelines referenced herein;
- 22.1.3 Your use or misuse of the Services;
- 22.1.4 Or your breach of any law or any rights of a third party.

### 23.0 **Severability**

- 23.1 If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

### 24.0 **Governing Law**

- 24.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore without regard to its conflict of law rules. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms and Conditions against or relating to Bookwhale.com or any Indemnified Party under these Terms and Conditions shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be in English.

### 25.0 **General Provisions**

- 25.1 Bookwhale.com reserves all rights not expressly granted herein.
- 25.2 Bookwhale.com may modify these Terms and Conditions at any time by posting the revised Terms and Conditions on the Website. Your continued use of this Website after such changes have been posted shall constitute your acceptance of such revised Terms and Conditions.
- 25.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.
- 25.4 Nothing in these Terms and Conditions shall constitute a partnership, joint venture or principal-agent relationship between you and Bookwhale.com, nor does it authorise you to incur any costs or liabilities on Bookwhale.com’s behalf.
- 25.5 The failure of Bookwhale.com at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.
- 25.6 These Terms and Conditions are solely for your and our benefit and are not for the benefit of any other person or entity, except for Bookwhale.com's affiliates and subsidiaries (and each of Bookwhale.com's and its affiliates' and subsidiaries' respective successors and assigns).

- 25.7 The terms set forth in these Terms and Conditions and any agreements and policies included or referred to in these Terms and Conditions constitute the entire agreement and understanding of the parties with respect to the Services and the Website and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms and Conditions, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms and Conditions. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms and Conditions may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.
- 25.8 You agree to comply with all applicable laws and regulations relating to anti-bribery and corruption including without limitation the Singapore Prevention of Corruption Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.
- 25.9 If you have any questions regarding these Terms and Conditions or the Website, please contact us at [moby@bookwhale.com](mailto:moby@bookwhale.com).

I have read this agreement and agree to all of the provisions contained above and any revision the same hereafter. By clicking the "Sign Up" button, I understand that I am creating a digital signature, which I intend to have the same force and effect as if I had hand-signed my name.