

## Oomph Advertisement Terms of Service

These advertisement terms of service (hereinafter referred to as the “**Terms of Service**”) is a binding and legal agreement which sets forth the terms and conditions governing the Service (as defined in Section 2(h) below) provided by PT Galactic Multimedia (hereinafter referred to as “**Oomph**”) to the publisher (hereinafter referred to as “**Publisher**”).

BY CLICKING ON THE “AGREE” BUTTON, OR BY ACCESSING, DOWNLOADING, OR POSTING THROUGH THE SERVICES, YOU, THE PUBLISHER, ACKNOWLEDGE AND AGREE THAT THE PUBLISHER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF SERVICE.

### 1. Purpose

The Service shall be provided for the purpose of improving the advertisement effectiveness of the Advertisement (defined in Item (e) of Section 2 hereof). The Publisher may, once this purpose is understood, use the Service pursuant to provisions as set forth in the Terms of Service to the extent that said use is not inconsistent with this purpose.

### 2. Definitions

The following terminology as used in the Terms of Service shall be defined as follows:

- (a) “**Ad Exchange**” means the platform that facilitates online transactions involving the buying and selling of specific Ad Space through a bidding system.
- (b) “**Ad Network**” means the network for distributing Advertisement built by bringing together multiple Advertisement media websites and applications.
- (c) “**Ad Server Services**” means the ASP services that enable, by way of the use of the general Advertisement management and distribution system provided by Oomph, (i) the distribution of Advertisement to be managed and (ii) Advertisement to be posted through the ad network operated by Oomph (defined in Item (c) of this section).
- (d) “**Ad Space**” means the space on the Website (as defined in item (h) of this section) owned by the Publisher.
- (e) “**Advertisements**” means Internet-based advertisements, regardless of the form (such as text or banner) of such advertisement.
- (f) “**IP Rights**” means all intellectual or industrial property rights, including but not limited to patent, trademark, copyright, trade secret, moral rights, or other similar rights of any kind.
- (g) “**Service**” means the Ad Server Services and the services through which Oomph provides Advertisements to the Website.
- (h) “**Singapore dollars**” mean the lawful currency of the Republic of Singapore.
- (i) “**Indonesia Rupiah**” mean the lawful currency of the Indonesia.
- (j) “**Users**” means individuals who access the Website.
- (k) “**Website**” means an Internet website managed and operated by the Publisher.

### 3. Registration

- 3.1 At the same time Publisher agrees to the Terms of Service, Publisher shall submit an application to register with Oomph and provide certain information as prescribed by Oomph (hereinafter referred to as the “**Registered Matters**”) according to the method as prescribed by Oomph.
- 3.2 An application for registration must be made by the Publisher that will use the Service, and not by a third party agent or representative. The Publisher shall provide true, accurate, and up-to-date information when submitting an application for registration.
- 3.3 Oomph shall determine, according to its own criteria and in its sole discretion, whether to accept or reject the Publisher’s application for registration. If Oomph approves the registration of the Publisher, Oomph shall notify such Publisher of its approval and the registration of the Publisher will be completed upon such notification.
- 3.4 When registration of the Publisher as set forth in the preceding section is completed and approved, the Publisher will be entitled to use the Service according to the terms of the Terms of Service.
- 3.5 Without prejudice to Section 3.3, where an individual or company, having applied to register pursuant to Section 3.1, falls under a reason as outlined in any of the following items, Oomph may decline said application to register:
  - (a) Where Oomph determines that there is a risk that the Terms of Service may be breached;
  - (b) Where registered matters provided to Oomph consist, in whole or in part, of falsehoods, errors in writing, or omissions;
  - (c) Where the person has been subject to a revocation of a registration for the use of the Service in the past;
  - (d) Where the person is a minor, adult ward, person under curatorship, or person under medical assistance and such person has not obtained the consent of his/her legal representative, guardian, curator, or medical provider;
  - (e) Where Oomph determines that the person or company participates in, funds, or is connected or cooperates with an organized crime syndicate, right-wing organization, or similar organization or a member of such organized crime syndicate, right-wing organization, or similar organization;
  - (f) Where Oomph otherwise determines in its sole discretion that registration would be inappropriate.
- 3.6 Oomph will retain the right to receive and own any data collected, including, but not limited to IP address, web pages viewed, time spent on each web page, time and date of web pages viewed and non-personally identifiable behavioral and/or demographic user data. Different technologies may be used to collect data, including cookies or web beacons. All data collected through Oomph’s code will be the sole property of Oomph and/or its Advertisers. Oomph has the right to publish, disclose, market and/or re-market such data without further approval from Publisher so long as data cannot be associated directly with Publisher.

#### **4. Issuance of ID, etc.**

- 4.1 Oomph shall, according to the terms and conditions of use of an ID if applicable, issue an ID and password (hereinafter referred to as “**ID**”) for using the Service to a Publisher which registration was completed and approved by Oomph.
- 4.2 Where the ID has been verified by a method prescribed by Oomph, Oomph shall deem that the ID was used by the Publisher even if the ID was entered by a third party.
- 4.3 The Publisher shall be responsible for appropriately managing its ID, and Oomph shall not be held liable for any damages sustained by Publisher as a result of its inadequate management, use by a third party, or improper handling of ID.
- 4.4 The Publisher may not permit the use of its ID by a third party or subject the ID to a loan, assignment, change of name, sales transaction, pledge, or any such action.
- 4.5 Where the Service is suspended, any system relating to the Service is damaged, or damage is otherwise caused to Oomph as a result of the use of the ID by a third party, the Publisher shall be liable for any damages to Oomph in accordance with Section [15].
- 4.6 If the ID is stolen, lost, or used by a third party, Publisher shall immediately notify Oomph of the fact thereof and comply with any instructions provided by Oomph.

#### **5. Submitting and Posting Advertisements**

- 5.1 Providers of Advertisements shall consist of third parties that submit Advertisements through Oomph or an Ad Exchange in which Oomph participates (hereinafter referred to as “**Advertiser(s)**”). Oomph shall submit Advertisements directly received from Advertisers or indirectly received from Advertisers via advertising agencies to which submission functions have been entrusted to the Website by using system tools owned or possessed thereby and shall deem that the Advertisement has been posted to the Website upon the submission thereof.
- 5.2 The Publisher agrees in advance that it cannot specify the type or format of Advertisement or the identity or attributes of Advertisers with the exception of matters separately accepted by Oomph.
- 5.3 If the position where the Advertisement is to be posted has been determined, the Publisher shall notify Oomph of the fact thereof. Where a change in said posting position is requested by Oomph, the Publisher shall determine a posting position through consultations conducted with Oomph. Where consultations do not lead to an agreement, Oomph shall determine a posting position and the Publisher shall comply with said determination as made by Oomph.
- 5.4 The Publisher shall install tags provided by Oomph according to instructions issued by Oomph and may not remove said tags during the effective term of the Terms of Service.
- 5.5 The Publisher shall be deemed to have given full approval to the number of Advertisements to be displayed, click count, conversion count, and other variables at the time Oomph confirms such numbers, counts and other variables when the Publisher uses the Service and shall not object to the results of Oomph’s confirmation.

## 6. Payment Amount

- 6.1 Oomph shall calculate and pay to the Publisher the amount to be paid according to the Ad Space and/or posting of Advertisements on the Ad Space ("**Payment Amount**"). The Payment Amount may be made in some cases through an agency or a third party. The Payment Amount shall be determined solely by Oomph and will take into consideration all matters, including, without limitation, impression count, number of clicks by Users, number of times Users purchase goods from the Ad Space, payment terms, and all relevant matters relating to the payment amount. The Payment Amount is subject to change according to the demands of the Advertisers.
- 6.2 Oomph shall calculate the Payment Amount for the current month during the following month and pay such amount into an account designated by the Publisher by the last day of the second month subject to the condition that Oomph receives such payment amount by the Advertisers. An ordinary deposit or checking account held with a bank, or Paypal Account may constitute an account to be designated by a Publisher. Remittance fees shall be paid by Oomph in the case of wire transfer and shall be paid by the Publisher in the case of Paypal; provided, however, that Oomph shall not be liable for any payments which were not made or delayed due to any cause or reason attributable to the financial institution through which payment is made or received.
- 6.3 Where a Payment Amount cannot be made due to incorrect information pertaining to the account designated by the Publisher, Oomph shall notify the Publisher by electronic mail of such mistake. The Publisher shall use a dedicated page for administrative functions to revise the information pertaining to its own account to ensure that it conforms to a designated account into which remittances can be made and notify Oomph of the fact thereof by electronic mail within ten (10) days of the date on which said notification was sent by electronic mail by Oomph (hereinafter referred to as the "response deadline").
- 6.4 The Publisher agrees that it will waive any right to demand the Payment Amount where Oomph is unable to correctly verify the information pertaining to the designated account of the Publisher after a reasonable amount of time due to an electronic mail delay, unreadable characters, or other circumstances. Oomph shall remit the Payment Amount by the last day of the second month following the month of the date in which the electronic mail pertaining to the designated account in question is received from the Publisher. The service fee incurred for a remittances made by Oomph into the designated account for which corrections have been made shall be fully assumed by the Publisher, in which case Oomph shall remit the amount of consideration owing less the remittance fee into the bank account designated by the Publisher.
- 6.5 Where the Payment Amount is less than 1,000,000 Indonesia Rupiah, and if a foreign currency is paid, the equivalent of 1,000,000 Indonesia Rupiah calculated at the relevant exchange rate determined at the end of the month, the payment of such amount shall be deferred to end of the following month. Provided, however, that the Publisher may demand payment if it chooses to pay for the remittance fee, in which case Oomph shall remit the payment amount less the remittance fee into the bank account designated by the Publisher.
- 6.6 If six (6) months have passed since the latest posting of Advertisements on the Website, the obligation to remit to a Publisher any outstanding Payment Amounts of less than 1,000,000 Indonesia Rupiah shall be forfeited and shall not be refunded to Publisher.
- 6.7 Where the Publisher causes Oomph to sustain damages due to a breach of the Terms of Service, Oomph shall be entitled to offset the amount of such damages against the payment amount as set forth in Section 6.1.

- 6.8 Any payment amounts set forth in this section, subject to goods and services tax and other taxes chargeable by Indonesian law and relevant regulations, shall, save as otherwise required by law, be borne by the Publisher.

## **7. Ownership of IP Rights and Other Related Matters**

- 7.1 Oomph shall at all times own all rights, including all related IP Rights, in and to the Service, Ad Server Service, Ad Network, and Ad Exchange. The Advertisers shall at all times own all rights, including all related IP Rights, in and to the Advertisements.
- 7.2 The Publisher may not sell, edit, modify, process, adapt, revise, re-distribute, license, sub-license, or assign any Advertisements or IP Rights owned by Oomph or the Advertisers, in whole or in part, unless the prior written consent of Oomph has been obtained.

## **8. Modifying the Website**

If the Publisher intends to substantially modify the contents of the Website beyond the scope of a normal update, the Publisher shall immediately submit a written notification to Oomph regarding such modification. Oomph may in its own discretion determine that if the modification is significant, it can immediately revoke the registration of the Publisher.

## **9. Suspension of Provision**

Oomph may, at any time and at its own discretion and without notice to the Publishers, suspend the provision of the Service, in whole or in part, to the Publishers. If Oomph issues a request to a Publisher to suspend the posting of an Advertisement, such Publisher shall immediately comply with such request. Oomph shall not be held liable for any damages caused to a Publisher by any suspension of the Service implemented pursuant to this section.

## **10. Confidentiality**

- 10.1 “**Confidential Information**” shall mean the Terms of Service and all information disclosed by Oomph to Publisher in connection with the Service. Provided, however, that information shall not include the following:
- (a) Information that was already in the public domain prior to the receipt of such information;
  - (b) Information that was already known by the Publisher prior to the receipt of such information;
  - (c) Information which became public knowledge for a reason not attributable to the Publisher after the receipt of such information;
  - (d) Information that was lawfully obtained by the Publisher from a third party without being bound to any obligation to maintain the confidentiality thereof; and
  - (e) Information that was independently developed by the Publisher.
- 10.2 The Publisher shall maintain the Confidential Information in the strictest confidence and will not divulge such Confidential Information to any third party or use such Confidential Information for any purpose other than in connection with the Service.

- 10.3 The Publisher shall not use, copy, or reproduce Confidential Information unless the prior written consent of Oomph has been obtained.
- 10.4 The Publisher shall refrain from disclosing Confidential Information to anyone other than an officer or employee who is minimally required to know the Confidential Information in order to use the Service (hereinafter referred to as "**Publisher Employee**"). A Publisher Employee shall be made to comply with the same obligations as the Publisher pursuant to the Terms of Service.
- 10.5 If the Terms of Service is terminated or a request has been made by Oomph, the Publisher shall return or dispose of all Confidential Information (as well as any copies or reproductions thereof) according to instructions issued by Oomph.
- 10.6 The provisions of this section shall continue to remain in effect for a period of five (5) years after the Terms of Service is terminated.

## **11. Personal Information and Privacy**

- 11.1 For the purpose of the Terms of Service, "**Personal Information**" shall mean information about a living individual that contains a name, date of birth, or other description that enables identification of the individual (including such information that allows easy matching with other information and will thereby enable identification of the individual).

Oomph may retain and use all Personal Information provided by Publishers pursuant to the provisions of its privacy policy which provisions are agreed to by the Publisher. Oomph may disclose Personal Information if required to do so in accordance with a judicial or other governmental order or as a means of exercising its own legal rights or defending itself against any legal action. Provided, however, that Oomph shall not be held liable or assume any responsibility for any disclosure of such Personal Information. The Publisher agrees that Oomph may share Personal Information provided by the Publisher, information regarding the Website, information regarding the results of the Advertisements, and information regarding the results of any material breach by Publisher of the Terms of Service with Advertisers, business partners, sponsors, and any other third parties as determined by Oomph in its reasonable discretion.

- 11.2 The Publisher agrees to set forth the following provisions in its privacy policy:

- (a) Third-party distributors shall be able to use cookies and other tools to distribute Advertisements based on the Website browsing history associated with each User (including the distribution of Advertisements through an ad network);
- (b) Third-party distributors shall be able to use cookies and other tools to enable itself and its partners to display Advertisements based on the information of User's visits to the Website and other sites;
- (c) User has the ability to choose certain configurations through Advertisement opt-out pages that would allow the User to block the use of cookies and other tools used by third-party distributors and ad networks.

## **12. Prohibited Conduct**

- 12.1 The Publisher shall be prohibited from providing the following content on the Website and using, integrating, combining, or associating such content with the Service or any information obtained from the Service:

- (a) Content that is not true;
- (b) Content that harms the reputation or credit of another person;
- (c) Content that includes obscene expressions, information that is harmful to juveniles, or nude images;
- (d) Content that infringes upon the IP Rights, privacy rights, or other rights or interests of or belonging to Oomph, the Publisher, or another third party;
- (e) Content that includes a computer virus or other harmful computer program;
- (f) Content that is offensive to public order;
- (g) Content that violates any applicable law or regulation or any rules of any industry group to which Oomph or the Publisher is a member; or
- (h) Any other content deemed by Oomph, in its sole discretion, to be inappropriate.

12.2 The Publisher shall be prohibited from engaging in the following conduct unless it has obtained the prior written consent of Oomph:

- (a) Posting Advertisements on the Website in a location other than the location specified by Oomph;
- (b) Altering, revising, or modifying Advertisements that have been submitted by Oomph and posting them on the Website;
- (c) Reproducing or copying Advertisements on webpage, other than the Website, which is not authorized or designated by Oomph;
- (d) Transmitting data through the Service of a size exceeding the level of data capacity as set forth by Oomph;
- (e) Providing incentives to Users who browse Advertisements by a method not authorized by Oomph or otherwise engaging in conduct that is detrimental, as determined by Oomph in its sole discretion, to Advertisers;
- (f) Altering, revising, or modifying tags provided by Oomph;
- (g) Conduct whereby Advertisements are automatically reloaded in a manner which is inconsistent with the Terms of Service;
- (h) Conduct that may impede or interfere with the operations of the Service as carried out by Oomph; or
- (i) Any other conduct deemed to be inappropriate by Oomph in its sole discretion.

12.3 The Publisher shall be prohibited from transferring any information obtained through the Service to a database maintained by a third party and compiling or using such information for marketing or any other purpose other than a purpose that has been expressly and specifically permitted in the Terms of Service.

12.4 The Publisher shall be prohibited from misrepresenting the relationship between Oomph and the Publisher or a third party or otherwise displaying the Advertisements on the Website by a method or under conditions that might cause a User to the Website to mistakenly believe that the Website is a website managed and operated by Oomph or the Advertisers or that the Advertisements constitutes Advertisements provided and posted by the Publisher.

### **13. Disclaimer of Warranties**

13.1 Information provided in Advertisements (Advertiser information, advertised goods, and other information provided by the Advertiser) (hereinafter collectively referred to as “**Advertiser Information**”) will be provided by the Advertiser and Oomph makes no warranties, express, implied, or statutory as to the Advertiser Information including, without limitation, with regard to the veracity, legality, safety, appropriateness, utility, updated status, and accuracy of the Advertiser Information.

13.2 Oomph makes no warranties, express, implied, or statutory that the Service and any information obtained through the Service are without mistakes, errors, and bugs and that the provision of the Service shall not be disrupted.

13.3 To the extent permitted by law, the Publisher shall forever release and waive any claims against Oomph for any damages, liabilities, and claims arising from or in connection with the use of the Service.

13.4 Oomph makes no warranties, express, implied, or statutory as to the results of using the Service, including any potential increase in sales for the Publisher.

13.5 Oomph makes no warranties, express, implied, or statutory as to whether the Service complies with the laws, regulations, rules, and other relevant provisions applicable to the Publisher.

13.6 If any data related to the Service is corrupted, damaged, or lost due to an external factor, system malfunction, or other such circumstances, Oomph shall not be responsible for ensuring the recovery of such data nor shall Oomph be held liable for any damages sustained due to any data damage or loss.

13.7 Oomph makes no warranties, express, implied, or statutory that: (i) the Service will not be temporarily suspended and will be operated at all times with no issues, (ii) the Service will always be restored to its original state in the event that a defect arises in the Service, or (iii) no computer virus or other harmful computer program exists in the Service, or that a security method for ensuring (i) to (iii) shall be provided by Oomph.

13.8 Oomph makes no warranties, express, implied, or statutory that the Advertisements will be correctly displayed on the Website because Oomph has no control or responsibility over the operating environment of the Website and the Users to the Website.

13.9 The Publisher shall manage, at his/her/its own responsibility, the accounts of third parties (including, but not limited to, Google AdSense accounts provided by Google Ireland Limited) and Oomph shall not assume any responsible with respect to the validity or invalidity of or other matters concerning said accounts.

13.10 Oomph makes no warranties, express, implied, or statutory that the distribution of Advertisements to Ad Space belonging to the Publisher (including the distribution of Advertisements through the use of an Ad Server Service).



13.11 Oomph makes no warranties, express, implied, or statutory that Advertisements will be displayed on its Ad Space, and therefore, the Publisher shall not express any objection if no Advertisements are displayed on its Ad Space.

#### **14. Limitation of Liability**

14.1 Oomph's liability in connection with the Terms of Service shall not exceed the amount paid to the Publisher for a period of one month prior to the date upon which Oomph's liability arose, irrespective of the cause of such liability.

14.2 Oomph's liability in connection with the Terms of Service shall be limited to direct, actual, and ordinary damages, and Oomph shall not be liable in connection with any special, consequential, indirect, incidental or other secondary damages, nor for any damages or losses related to loss of profits, loss of benefits relating to payment that would otherwise not have become payable, or other losses incurred as a result of any loss of business opportunities.

14.3 Oomph shall not be held liable for any disruption, suspension, non-availability, or change in the provision of the Service by Oomph; the deletion or disappearance of information of the Publisher which is not Personal Information; the revocation of the registration of the Publisher; the loss of data or any malfunction of or damage caused to equipment or devices from use of the Service; or any other damage sustained by the Publisher in connection with the Service.

#### **15. Indemnification**

15.1 Publisher shall indemnify, defend and hold harmless Oomph and its subsidiaries, directors, officers, agents, and employees, on demand, against any third party claims, demands, actions, damages and costs (including reasonable attorney's fees) arising from (i) an infringement of a third party's IP Rights by Oomph's use of or access to the Website or Ad Space; and (ii) any breach by the Publisher of the terms and conditions of the Terms of Service.

15.2 Oomph will promptly notify the Publisher of any third party claim but Oomph's failure to provide prompt notice will not release Publisher from its indemnity obligations except to the extent Publisher is materially prejudiced thereby. Publisher will have the option to control the defense and settlement of each claim, provided that it will not enter into any settlement that would bind or impose any fault or liability on Oomph without the Oomph's prior written consent, which will not be unreasonably withheld, delayed or conditioned. Oomph will provide Publisher with all assistance reasonably needed to defend a claim. Oomph may participate in the defense of any claim at Oomph's own expense.

#### **16. Effective Term**

The term of the Terms of Service shall be effective from the date when the Publisher is registered pursuant to Section 3 and until the date when such registration is terminated pursuant to Section 17.

#### **17. Termination and Cancellation of Registration**

17.1 Oomph may temporarily suspend the use of the Service by the Publisher or terminate the registration of the Publisher without having to provide prior notice or demand should any of the following events occur:

- (a) The Publisher breaches a provision of the Terms of Service;
  - (b) Oomph discovers that the Publisher's registration includes misrepresentations or incorrect facts;
  - (c) The Publisher uses or intends to use the Service for a purpose or by a method that could cause damage to Oomph, another Publisher, or a third party;
  - (d) The Publisher is uncooperative, acts in bad faith, or submits an unreasonable amount of claims or complaints to Oomph;
  - (e) The Publisher becomes insolvent or is subject to a suspension of payments or a petition has been filed for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings, or commencement of proceedings similar or comparable thereto;
  - (f) A petition for attachment, provisional attachment, provisional disposition, compulsory execution, or auction sale is filed;
  - (g) The Publisher is subject to a compulsory collection for delinquency on tax payments and/or any government fees or charges;
  - (h) The Publisher, if an individual, has died or becomes mentally ill or incapacitated;
  - (i) The Service is not used for a period of six (6) months and the Publisher does not promptly respond to a written notice from Oomph that the Publisher's registration will be terminated; or
  - (j) Oomph otherwise determines that it would be inappropriate for the registration of the Publisher to remain in effect.
- 17.2 The Publisher may cancel its registration by providing notice to Oomph according to a method prescribed by Oomph no later than thirty (30) days prior to the intended date of cancellation.
- 17.3 If the registration of the Publisher is terminated pursuant to this section, the Publisher shall waive and forever release any claims against Oomph for any outstanding Payment Amounts.
- 17.4 If the registration of the Publisher is terminated pursuant to this section, the Publisher shall, according to instructions issued by Oomph, return, discard, or otherwise dispose of software, manuals, and other items related to the Service that have been received from Oomph.

## **18. Organized Crime Syndicate**

- 18.1 If the Publisher is discovered to constitute or be a part of or connected with an organized crime syndicate, Oomph may, without having to issue a notice, immediately revoke the registration of the Publisher by providing the Publisher with a written notification thereof.
- 18.2 Where a party to an agreement concluded by the Publisher in connection with the Terms of Service (hereinafter referred to as a "related agreement"), representative of a party to a related agreement in connection with the conclusion thereof, or person that brokered the conclusion of a related agreement is revealed to constitute an anti-social-force, etc.,

Oomph may submit a request to the Publisher to cancel said related agreement or take other required measures.

18.3 Where the Publisher, without a valid reason, refuses to comply with a request to take required measures as set forth in the preceding section, Oomph may, without having to issue a demand, immediately revoke the registration of the Publisher as a Publisher by providing the Publisher with a written notification thereof.

18.4 Oomph shall not be held liable for any damage caused to the Publisher as a result of the revocation of his/her/its registration as a Publisher carried out pursuant to this section.

## **19. Revision of Terms of Service**

Oomph may, at any time and at its own discretion, revise the Terms of Service and, where a revision is made, shall notify Publishers of the fact that the Terms of Service have been revised via its website or through other channels. The Publisher shall be deemed to have accepted any revision to the Terms of Service upon continued use of the Service by the Publisher.

## **20. Dispute resolution**

20.1 Any disputes arising out of or in connection with this Terms of Service shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the “**SIAC**”) for the time being in force which rules are deemed to be incorporated by reference to this Section 20.

20.2 The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC. The arbitrators’ decision shall be final and the arbitration proceedings shall be conducted in English.

## **21. Assignment**

21.1 The Publisher may not assign, transfer, put up as collateral, or otherwise dispose of his/her/its status under the Terms of Service or any rights or obligations under the Terms of Service to a third party without obtaining the prior written consent of Oomph.

21.2 Where a business pertaining to the Service has been assigned to another company, Oomph may assign its status under the Terms of Service, its rights and obligations under the Terms of Service, registered matters corresponding to Site Managers, and other client information in connection with the assignment of said business to the party to which said business was assigned. In the context of this section, the Publisher shall be deemed to have agreed to said assignment in advance. The assignment of a business as referred to in this section shall consist of any normal business assignment as well as any case in which the company is split-up or its business is otherwise transferred.

## **22. Survival**

The following sections shall survive any termination or expiration of the Terms of Service: Section 6 (limited to cases in which the Payment Amount is remitted), Section 7, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15; Section 17.3, Section 17.4, Section 18.4, and Sections 20 through 24 hereof shall remain in effect even after the termination of the Terms of Service.

### **23. Governing law**

This Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Singapore.

### **24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

The Contracts (Rights of Third Parties) Act, (Cap. 53B) of Singapore shall not under any circumstances apply to this Terms of Service and any person who is not a party to this Terms of Service (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified in this Terms of Service) shall have no right under the Contracts (Rights of Third Parties) Act, (Cap. 53B) of Singapore to enforce this Terms of Service or to enjoy the benefit of any term of this Terms of Service.