

IOTALENTS USER AGREEMENT

Updated on [11 Nov 2015]

Your use of www.IoTalents.com (“the Site”) is subject to the terms and conditions in this User Agreement (“the Agreement”).

“IoTalents” as used in the Agreement, refers to IoTalents Pte Ltd (Co registration no 201506608N). The Agreement between you and IoTalents governs your access to and use of the Site, and its various basic and optional features, including a wide range of tools, content, products, services, benefits and other resources which may be available at the Site (collectively referred to as “the Service”).

It is important that you read and understand these terms. By registering for an account, or using the Service, you accept this Agreement. You may not use or access the Service unless you agree to this Agreement. We reserve the right to close, suspend, or limit your access to your IoTalents.com account ("User Account") or the services provided by us on the Site ("Services"), and/or limit access to your funds if you carry out activities which contravene the Agreement and its associated policies incorporated by Singapore law.

REQUIREMENTS FOR USE OF THE SERVICE

The Service is available to individuals aged 18 years or older. To use the Service, you cannot be a person barred from receiving the Service under the laws of the applicable jurisdiction, namely the country in which you reside or from where you are using the Service. You must also have a valid email address and create a payment account with us (a “Payment Account”) by providing complete and accurate registration information.

If you are entering into this Agreement on behalf of a company or other organization, you represent and warrant that you have the authority to bind your company or organization to this Agreement. Your company or organization will then be considered the user that is bound by this Agreement and, in addition, you personally agree to comply with these terms and conditions as a representative of the user.

Your use of the Service requires the ability to enter into agreement and/or make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions, including all records relating to all transactions you enter into in relation to the Service, notices of cancellation, policies, and contracts. You may require certain hardware and software in order to access and retain your electronic records, which are your own responsibility.

By accepting this Agreement, you represent that you understand and agree to the foregoing and the terms stated below.

Nature Of The Service

1. The terms “You”, “Your”, “User”, or “Users” refer to anyone accessing the Service or the Site for any reason.

1.1 IoTalents is an online platform that introduces Users who wish to provide professional services (“Talents”) and Users who seek such professional services (“Hirers”). You can learn more about IoTalents and its features and functions, by visiting the Site. Talents and Hirers can work together online to complete projects. Where the professional services required require a variety of skillsets, IoTalents will also allow a Talent to work with other Talents to complete the project.

1.2 The Service offered on the Site is for use under a non-exclusive, non-transferable, and non-assignable license under these terms and conditions of use. You do not have the right to copy, sell, or otherwise exploit for any commercial purpose the Service or content (in whole or in part), access to the Service or use of the Service.

1.3 Some of the Services offered at the Site may include feedback to questions by Users of and/or articles with original content and opinions. Use of such content at the User's own risk. No warranty is made that the information is accurate or reliable and IoTalents and its related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage you may suffer relying on anything contained in or omitted from this content.

1.4 IoTalents may change the functionality and contents of the Service at any time in its discretion. Your continued use of the Service after such revisions shall constitute your consent to them.

Updates to the Agreement

2 IoTalents may change, amend, revise, add to, or delete these terms or any portion thereof from time to time in its sole discretion. The revisions shall be effective immediately upon notice, which may be given by any means, including:

- (a) posting the revised terms on the Site;
- (b) sending the revised terms to you by email; and/or;
- (c) posting the revised terms to your address.

2.1 You will be deemed to accept the revised terms if you use the Site or the Service after it has been posted. If you do not accept the revised terms, your sole remedy is to contact us and close your account.

Limitations On Use

3 You agree to use the Service only for purposes as permitted by this Agreement and any applicable law, regulation or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behaviour intentionally or unintentionally threatens IoTalents' ability to provide the Service, IoTalents will be entitled to take all reasonable steps to protect the Service, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your account.

Availability of the Service

4 The Service is currently available in the English language. IoTalents makes no representation that the Service, or any feature thereof will be appropriate or available for use in any particular location. To the extent that you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws in the applicable jurisdiction.

Your User Account

5 You must provide your full legal name, full legal company name, company registration number, company address, a valid email address, name and telephone number of an authorized contact person, and any other information that may be requested in order to sign up for an account ("User Account"). You agree to update such information to keep the information current, accurate and complete at all times. You agree that IoTalents may rely on all information provided to IoTalents from an authorized contact person.

5.1 We may at any time require you to provide information to verify your identity before we permit you to access some or all of the features of the Service. That information may include without limitation your personal identification number, a valid credit card, or other financial, business or personal information. If you do not complete account verification when requested within one (1) month of the date of our request, your account may be terminated.

5.2 You authorize IoTalents directly or through third parties, to make any inquiries we consider necessary to validate your identity in compliance with applicable legislation and regulation, as well as for our own anti-fraud measures. This may include asking you for further information, requiring you to provide your date of birth, a taxpayer identification number and other information that will allow us to reasonably identify you; requiring you to take steps to confirm ownership of your email address or

financial instruments; ordering a credit report; or verifying your information against third party databases or through other sources. We may ask to see your driver's license or other relevant identifying documents.

5.3 In addition, in some circumstances we may send you a One Time Pin (OTP) through to a user's mobile phone whose number has been specified by the user during registration. This OTP must be reported to IoTalents during the stipulated time period. Singapore law may require that IoTalents verify the information provided to us before allowing access to fund transfer or withdrawal services through The Site. The Site reserves the right to close, suspend, or limit access to your User Account and/or IoTalents Services in the event we are unable to obtain or verify to our satisfaction the information required by this clause.

5.4 Each individual user login may only be used by one person. The sharing of user logins between multiple users is not allowed. A separate individual log in must be procured for each person using the Service.

5.5 You are responsible for all content activity that occurs under your account.

5.6 You are responsible for maintaining the security and confidentiality of all usernames and passwords selected for your account. IoTalents is entitled to treat all communications that are identified by means of such usernames and passwords that are authorized by you. IoTalents will not be liable for any loss or damage from your failure to keep your User Account and password secure.

5.7 You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in the applicable jurisdiction.

5.8 The violation of any of the above terms relating to the use of the Service will entitle IoTalents to terminate your account immediately. Without limiting the foregoing, IoTalents may also terminate the participation of a User if the User is infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for any other similar reasons.

Relationship between Users

6 The parties to a project will include the Talent, the Hirer, and any other Talent(s) hired by a Talent to help complete the project. Except for our limited role in (a) providing the virtual platform and hosting of the Site to enable the Talent(s) and Hirer(s) to meet, interact, and contract with each other; (b) supervising payment following the satisfactory completion of a project; and (c) providing a process for Talents and Hirers to use when a disagreement about the satisfactory completion of a project arises, IoTalents is not involved in any underlying contract or transaction between any Users, or between any Talent and Hirer.

6.1 Each User acknowledges and agrees that the relationship between Users is that of independent contractors. Nothing in this User Agreement creates a partnership, joint venture, agency or employment relationship between: (1) Users; or (2) between IoTalents and any User.

6.2 IoTalents is not a bank and does not offer banking services. IoTalents may use the services of one or more third parties to provide the Service and process your transactions (each a "**Processor**"). IoTalents does not guarantee payment on behalf of any User. IoTalents is not a selling agent in connection with any sale by a User of services to any other User. IoTalents has no control over the quality, fitness, safety, reliability, legality, or any other aspect of any good or service that you may purchase or sell using the Service or any Provider's Application that you may use to access the Service.

6.3 Each User also acknowledges that IoTalents is not acting as a trustee or fiduciary with respect to any funds or payments made by the User, but is only acting as an agent to obtain, hold and transfer the funds subject to these terms and conditions. By initiating and sending payments through the Site, you appoint IoTalents as your agent to obtain the funds and hold and to transfer such funds to a Talent or Hirer subject to these terms and conditions.

6.4 Although IoTalents provides a virtual environment for definition of projects and assessment of a Talent's suitability, each Talent and each Hirer acknowledges and agrees that, notwithstanding any recommendation(s) made by IoTalents of any Talent in relation to a project, the Hirer is solely responsible for identifying and subsequently making its sole decision to contract with or work with any Talent on a project. IoTalents has not and will not investigate the suitability of any Talent for any particular project and the Hirer acknowledges that it bears the sole responsibility of assessing the ability of a Talent to satisfactorily complete a project.

6.5 Depending on their jurisdiction, Talents and Hirers may have rights under statutory warranties that cannot lawfully be excluded. Nothing in this agreement is intended to override a right that by applicable law may not be excluded. However, to the maximum extent permitted by law, the liability of IoTalents for any services it provides is limited to performing such services again.

6.6 Once a Hirer has awarded a project to a Talent and the Talent has accepted the project on the Site, the Hirer agrees to purchase and the Talent agrees to deliver its services in accordance with: (1) the Agreement; (2) the User Services Agreement between the Hirer and Talent to be provided by the Hirer or Talent ("User Services Agreement") (3) any other contractual provisions accepted by both the Talent and Hirer uploaded to the Site, to the extent not inconsistent with the Agreement; and (4) the project terms as awarded and accepted on the Site, to the extent not inconsistent with the Agreement. You agree not to enter into any contractual provision that conflicts with the Agreement.

6.7 The contractual responsibilities and obligations of the Talent and Hirer are set out in the User Services Agreement. When you enter into a transaction, you create a legally binding contract with another User, unless the transaction is prohibited by law or by the Agreement.

6.8 You are responsible for ensuring that you comply with your obligations to other Users. If you do not, you may become liable to them. You must ensure that you are aware of any domestic laws (including common law), international laws, statutes, ordinances and regulations relevant to you as a Hirer or Talent, or in any other use you make of the Site. If another User breaches any obligation to you, you are solely responsible for enforcing any rights that you may have. For the avoidance of doubt, IoTalents has no responsibility for enforcing any rights of Users.

6.9 You are responsible for determining any and all taxes and duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with any request for or performance of the Service, your use of the Site, the sale or purchase of any products or services for a transaction, or otherwise in connection with any action, inaction, or omission by you or any affiliate of yours, or any of your or their respective employees, agents, contractors, or representatives ("**Taxes**"). You also are responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We may provide you a means for you to determine and apply taxes to your transactions, but we and our Affiliates are not obligated to determine whether Taxes apply and are not responsible for calculating, collecting, reporting, or remitting any Taxes to any tax authority arising from any transaction.

6.10 IoTalents does not offer any form of insurance or other professional or business protection which will assist you, because the Site merely provides the online venue for Users to offer, sell, and buy professional services and we are not otherwise involved in the transactions and interactions between Talents and Hirers. Because user identification on the Internet is difficult, we cannot and do not confirm each User's purported identity.

Services provided by IoTalents

7 Our Site acts as an online venue to allow Users to offer and buy professional services. As a result you acknowledge and agree that IoTalents has no control over the quality or legality of the professional services provided by Users on our Site, or the ability of Talents to provide the services or the Hirers to pay for the services. We do not guarantee that a User will actually complete the professional services or act lawfully in using the Site.

7.1 Some of the content provided at the Site may relate to various subjects such as information pertaining to legal matters, financial matters, health matters, and other matters for which the content

of is provided in an advisory nature. This information is provided solely for informational and general non-advisory purposes. If desired, Users should use their own efforts to confirm such information with qualified professional(s) in the pertinent field(s). All of the information that IoTalents provides should not be considered professional, medical, legal, technical, or any other discipline-specific advice.

7.2 The Site is a dynamic time-sensitive web site. This means that the information on the Site will be changed frequently.

7.3 The Site provides unmonitored access to third-party content. The Site is only acting as a venue and/or portal, and has no liability based on, or related to, the third-party content on this Site, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline. The Site may contain links to third-party web sites. IoTalents does not control nor always review the web sites to which we link from the Site. IoTalents therefore cannot endorse the content, products, services, practices, policies, or performance of the web sites we link to from the Site, and Users should not treat any link as such an endorsement or acceptance of veracity or value.

7.4 IoTalents does not have the resources nor does it undertake any obligation to, control, research, verify, validate, or approve the content that is received or viewed on its web site. IoTalents expects that the User will undertake necessary activities and practices and will use caution and common sense when using the Site for User's Account.

Promotion

8 You agree and acknowledge that unless explicitly requested otherwise, IoTalents may display your company name, logo and public description of your projects and profile as part of the Site, functions and / or other IoTalents marketing materials.

Consent to Contact

9 IoTalents primarily communicates with you via the Site, and the email address which you have provided to us. By registering for the Service and accepting the terms of the Agreement, you consent to receive notices electronically from IoTalents (your "**Consent**"). You agree that IoTalents may provide all communications and transactions related to the Service and your User Account, including without limitation agreements related to the Service, amendments or changes to such agreements, or any Policies, disclosures, notices, transaction information, statements, policies (including without limitation notices about our Privacy Notice), responses to claims, and other customer communications that we may be required to provide to you by law (collectively, "**Communications**") in electronic format. Additionally you consent to being contacted by electronic means by IoTalents for the marketing of campaigns, offers, new products or services.

9.1 Communications may be posted to the Site or sent by e-mail to the e-mail address we have on file for you, and all such Communications will be deemed to be in "writing" and received by you when sent to you. You are responsible for printing, storing, and maintaining your own records of such Communications. You must send notices to us at the designated e-mail address(es) on the Site or through the submission forms on the Site. We reserve the right to discontinue or modify how we provide Communications. We will give you prior notice of any change. Your continued Consent is required to use your User Account. To withdraw your Consent, you will need to close your User Account.

9.2 To access, view and retain Communications, you must have a computer with a JavaScript enabled Internet browser that supports 128-bit encryption and access to a personal, active e-mail account. You are responsible for any costs or fees associated with these requirements, including without limitation charges for telecommunications services. We will give you prior notice if we make a change to the requirements for receiving Communications.

9.3 It is your responsibility to ensure that your e-mail address is accurate and remains current. To ensure that we are able to provide you with important Communications, you must update us with any change in your e-mail address. The scope of this Consent applies to the e-mail address that we

currently have on file for you. Communications will not be distributed in paper unless you contact us and request a paper version of a particular document. We reserve the right to charge you a handling fee for any notices that we physically mail to you at your request or because your e-mail address fails.

Payment Terms

10 You agree to pay the applicable fees listed on IoTalents' Fee Schedule ("Fees") whenever you use the Service.

10.1 IoTalents earns a certain number of Fees for creating, hosting, maintaining, and providing the Site, for providing all Services delivered by IoTalents that are accessible through the Site and to cover expenses and fees IoTalents incurs to banks, credit card companies and payment processors. IoTalents charges Fees in relation to the posting of a project requested by a Hirer; posting a featured project; hiding a project from search engines; and posting a full time project. A certain percentage of Fees for online jobs only, for onsite jobs, it will be a certain number of fees onetime only.

10.2 IoTalents will require a Hirer to pay the deposit equal to one hundred per cent (100%) of the each milestone of total project cost upon awarding the project to a Talent ("The Payment"). Such deposits are required to show the Hirer's seriousness in awarding the project. The Payment is non-negotiable and is refundable according to the guidelines set out in the dispute resolution process in clause 20. The project cannot be successfully started until the deposit has been made.

10.3 For fixed-paid jobs, IoTalents will automatically disburse the deposit that are payable to Talents for the milestone whose timesheet approved and billed by Hirer to Talents after 30 days after the release request are due and payable from Hirer.

For hourly-paid jobs, IoTalents will automatically disburse the deposit that are payable to Talents for the milestone whose timesheet approved and billed by Hirer to Talents after 5 days after the release request are due and payable from Hirer.

10.4 IoTalents will deduct IoTalents' Fees from The Payment. Neither the Hirer nor the Talent will have a claim on any interest earned on The Payment or on any other payments handled by IoTalents. You agree that IoTalents may receive the interest earned on The Payment or on any other payments handled by IoTalents.

10.5 IoTalents reserves the right to change its Fees anytime. All fees will be charged in Singapore dollars unless otherwise specified. Any monies received from an account having made a fraudulent deposit (e.g. from a stolen credit card) will be reversed immediately. If in a fraudulent payment situation a withdrawal has already been processed, you will be expected to return the funds to your IoTalents Account or face termination and any other remedies available to IoTalents to recover the monies.

10.6 Upon the successful completion of the project as agreed upon by the Hirer, the deposit (100%) of each milestone of the project cost ("Project Milestone Balance") is to be paid to the Talent by the Hirer.

10.7 The Payment held by IoTalents will always be the final payment to be made to the Talent and will be released according to the terms stipulated in clause 20. If a dispute between both parties cannot be resolved, the project may be cancelled according to the steps outline in clause 20.

10.8 IoTalents offers a special, non-compulsory feature, which allows Users to agree that the Project Balance be paid in stages using milestone payments ("Milestone Payment(s)"). These milestone payments will be payable to the Talent by the Hirer upon completion of certain objectives and/or stages of the project. If multiple transactions are required to complete the project, each transaction will incur a transaction fee that will be borne by the Talent.

10.9 The payment of a Milestone Payment by a Hirer will be deemed as the Hirer's agreement that the Talent has completed the job up till that point to the Hirer's satisfaction. Once the Hirer has made the Milestone Payment, the Hirer is deemed to have waived his or her right to a refund or to dispute the work done by the Talent for work done up to that Milestone Payment.

Your Payment Account(s)

11 loTalents requires you to make all payments related to your acquisition or sale of services directly through the mechanisms available on the Site.

11.1 You understand and agree that loTalents will not hold funds (including deposit payments) delivered to loTalents from Users for the purchase and sale of services in a separate account, but may commingle and deposit such funds with other funds to be paid to other Users and with funds of loTalents in any account, at any institution, or in any other manner loTalents may decide in its sole discretion from time to time. In addition, you understand that such commingled funds could be used to pay other Users and by loTalents for general corporate purposes or otherwise, provided that loTalents will remain contractually obligated to make payment to you, as a Professional or Business, for any purchases and sales of Services provided by you through loTalents. To the extent loTalents is obliged to make payment to you, you will be an unsecured creditor of loTalents.

11.2 Any User that violates the Agreement will receive no credit or payment and will instead become liable for certain fees described in the Agreement.

11.3 If your Account has a negative balance, loTalents may offset the negative balance with any funds that you subsequently receive into your Account. In the event that loTalents offsets a negative balance pursuant to this clause, it may be bundled with another debit coming out of your Account. To secure your performance of this Agreement, you grant loTalents a lien on and security interest in and to the funds held in your Account in the possession of loTalents.

11.4 When a payment is made to a user, the payment will be made through loTalents' Withdraw. There are four ways: 1. Paypal to Paypal, has 90 days limited period. 2. Paypal to bank account. 3. Credit card to Paypal. 4. Credit card to bank account. The funds will be deposited into the User's loTalents User Account. Should the User decide to withdraw the funds into the User's bank account, they can do so using Withdraw. Once the withdrawal option is confirmed by the User, the funds will be transferred to the user. It is the User's responsibility to ensure that the account details provided are accurate. loTalents bears no responsibility for the accuracy of the account details. The User will also bear all transfer costs regardless of whether the funds are deposited into the correct or incorrect account.

11.5 If there are insufficient funds in your User Account to meet outstanding fees and charges, loTalents reserves the right to collect any amounts owing to loTalents by any other legal means.

12 Inactive User Accounts

loTalents has the right to inactive users' accounts if users not used them for a long time.

Account Deactivation

13 Users may request that their user account be deactivated. The User is however not allowed to deactivate the account if there are projects in progress.

Chargebacks

14 You acknowledge and agree that loTalents will be entitled to recover any chargebacks that may be imposed on loTalents by a credit card issuer on funds paid to you by Hirers through the Site. A chargeback occurs when a Hirer rejects or reverses a charge on his or her credit card through the credit card issuer. You agree that loTalents may reverse any such payments made to you, which are subject to chargeback via a credit card issuer. To cover the cost of processing chargebacks, loTalents assesses some fee to Users for credit and debit card payment chargebacks.

Hold on funds

15 loTalents in its sole discretion, may place a hold on any or all of the payments you receive when loTalents believes there may be a high level of risk associated with you, your User Account, or any or

all of your transactions. If IoTalents places a hold on any or all of the payments you receive, you will be provided with notice of our actions and the way in which to resolve the issue. If you are involved in a dispute, in certain circumstances IoTalents may place a temporary hold on the funds in your account to cover the amount of any potential liability. If the dispute is resolved in your favor, IoTalents will lift the temporary hold. If you lose the dispute, IoTalents.com may remove the funds from your Account.

Avoiding Commissions

16 You are strictly prohibited from attempting to negotiate the fee for a project with another user directly (outside of IoTalents.com) after that project has been created and/or opened and before that project has been closed (i.e. during an ongoing project). This prohibition also applies to any project that was closed without a project being awarded to a Talent, and then contacting them about the project anyway. Both parties are responsible for notifying IoTalents if the payment amount increases (above the bid amount) after the project is closed.

16.1 You are strictly prohibited from under-bidding on projects in an attempt to renegotiate the actual price privately to order to avoid paying IoTalents' Fees. IoTalents aims to provide a fair and open playing field for all users, and such activities distort the playing field. IoTalents charges project commissions on all funds received by either direct transfer or Milestone Payment through the site, regardless of the final bid amount.

16.2 We believe our Fees are very fair and justified for the services provided, therefore any fee avoidance or underbidding on the Site will not be tolerated.

16.3 You agree not to post your e-mail address on the Site, except in the "e-mail" field of the signup form, or when requested by IoTalents. You may use the project message board and private messaging system on site to communicate or exchange information pertinent to the transaction between users.

16.4 You are prohibited from making direct contact with another User outside of the Site. This includes giving out your contact information such as e-mail address, Skype ID, phone number, or any other method of contact outside of the Site. You may use the project message board and private messaging system on site to communicate or exchange information pertinent to the transaction between users unless IoTalents intentionally provides such contact information through a feature or function.

User Content

17 You are allowed to post, upload, input or submit materials, information, including text and graphics, data files, photographs, images, (collectively referred to as "User Content") to the Site. An example of such User Content is the user's profile information.

17.1 All User Content is the sole responsibility of the person from whom such User Content originated. This means that you, and not IoTalents, are solely responsible for any User Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service.

17.2 IoTalents does not control the User Content provided to IoTalents nor does it guarantee the accuracy, integrity or quality of such User Content. You understand and agree that your use of the Service and submission of User Content is solely at your own risk.

17.3 You agree that IoTalents is not responsible for User Content, or other third party information that may be provided to you through the Service. In addition, IoTalents may provide, or third parties, may provide on the Site, links to other world wide web or mobile sites or resources, and you agree that IoTalents is not responsible for such links or information obtained from these links.

17.4 Notwithstanding the above, IoTalents reserves the right to reject, approve, or modify User Content at the discretion of the administrators of the Site.

17.5 User represents and warrants to IoTalents that User's content: (a) will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy; (b) will not violate any law or regulation; (c) will not be defamatory or trade libelous; (d) will not be obscene or contain child pornography; (e) will not include incomplete, false or inaccurate information about User or any other individual; and (f) will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

17.6 By submitting User content to the Site (including, but not limited to creating your Account; posting a resume, posting a profile, posting a portfolio, posting a project; sending messages through or to the Site), you hereby grant to IoTalents a worldwide, exclusive, sub-licensable, perpetual, irrevocable, royalty-free license to use, copy, modify, display, and perform User content, under all User intellectual property and proprietary rights worldwide. For the avoidance of doubt, providing links to content hosted on servers other than that of IoTalents.com (such as a portfolio of sample works hosted on Your own web site) will not be considered "submitting" such content for purposes of this license grant.

17.7 By using the Site, you acknowledge that you transfer copyright of the feedback, reputation and reviews you leave for other users such as comments on a Talent's services, a multidimensional rating (e.g. Quality, Communication, etc) together with a composite rating by IoTalents ("Feedback"). You acknowledge that this Feedback belongs solely to IoTalents, notwithstanding that we permit you to use it on our Site while you remain a member. You may not use it or deal with it in any way inconsistent with IoTalents' policies as posted on the Site from time to time, without our prior written permission.

17.8 You may not do (or omit to do) anything that may undermine the integrity of the IoTalents feedback system. We are entitled to suspend or terminate your membership at any time if we, in our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating is considered to be problematic to IoTalents.

17.9 IoTalents' feedback ratings belong to us and may not be used for any purpose other than facilitating the exchange of services between Users of the Site. You may not use your IoTalents feedback (including, but not limited to, marketing or exporting your composite rating or feedback comments) in any real or virtual venue other than a website operated by IoTalents or its related companies without our written permission

User Restrictions

18 Users are prohibited from advertising a website on the Site. Any Uniform Resource Locator ("URL") posted in a bid, project description, or the message board, must relate to a project on the Site. An example of a permissible URL would be a User's portfolio or resume page.

18.1 Talents can only place proposals that are equal to the total amount of money they are requesting for the project..

18.2 The Hirer agrees that:

- (a) The Hirer is strictly forbidden from redistributing any of the content of the Site, including but not necessary limited to private messages, documents and support tickets;
- (b) The Hirer will not use the Hirer's Account to post false or misleading project descriptions;
- (c) The Hirer will not post project descriptions that, in the judgment and discretion of IoTalents, are inappropriate to IoTalents Users and viewers;
- (d) The Hirer will not falsify its own or any other identity;
- (e) The Hirer will comply with all of IoTalents' policies as posted on the Site from time to time.

18.3 The Talent agrees that:

- (a) The Talent will not redistribute any of the content of the Site, including but not necessary limited to private messages, documents, support tickets;
- (b) The Talent will not falsify the Talent's own or any other identity;

(c) The Talent will comply with all IoTalents' policies as posted on the Site from time to time.

18.4 The content and information on the Site (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, feedback, reputation, reviews, icons, software, code or other material), as well as the infrastructure used to provide such content and information, is proprietary to IoTalents. All Users agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Site.

18.5 You also agree not to:

- (a) use this Site or its contents for any commercial purpose other than the intended project/transaction;
- (b) access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (c) violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
- (d) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (e) deep-link to any portion of this Site for any purpose without our express written permission;
- (f) "frame", "mirror" or otherwise incorporate any part of this Site into any other website without our prior written authorization; or
- (g) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Site or the services.

18.6 Users agree that:

- (a) Users will not use any automated collection mechanism or any manual process to monitor or copy the web pages comprising the Site or the content contained therein without the prior written permission of IoTalents;
- (b) Users will not distribute unsolicited commercial messages ("spam") through the User's Account;
- (c) Users will not contact Hirers or Talents through the Site or through information gained from our Site with the intent of subverting them from using our Services;
- (d) Users will not engage in personal attacks, negative or other unfair criticism or other forms of discourteous and unprofessional online conduct or practices;
- (e) Users will not create multiple user Accounts for any reason, or under any circumstance;
- (f) If you create a project, you cannot create another Account to bid on it, nor can you award yourself that project.

Termination

19 Users found to have violated the Agreement will have their accounts terminated and will not receive any credit or payment from IoTalents.

19.1 Without limiting IoTalents' other remedies, to the extent you are in violation of this User Agreement, you must pay IoTalents for all Fees owed to us and reimburse us for all losses and costs (including any and all IoTalents employee time) and reasonable expenses (including legal fees) related to investigating such breach and collecting such Fees.

19.2 You and IoTalents agree that the damages that IoTalents will sustain as a result of actions that breach the User Agreement will be substantial, potentially including (without limitation) fines and other related expenses from its payment processors and Talents, but may be extremely difficult and impracticable to ascertain.

19.3 You agree that IoTalents is entitled to deduct such charges directly from any existing balance in the offending Account, or any other IoTalents Account owned by you.

19.4 Users that are terminated by IoTalents on any basis other than violation of this User Agreement will not be entitled to receive any payment due from IoTalents.

19.5 In the event of termination, you will have no claim whatsoever against IoTalents in respect of any such suspension or termination of your membership. Dispute Resolution / Project Cancellation

20 IoTalents does not provide dispute resolution services, legal services, or legal advice to Users. In the event of a dispute, Users may seek advice from their own independent legal counsel.

20.1 If a dispute arises between Users (for example between a Hirer and a Talent), the Users are encouraged to first negotiate with each other to resolve the dispute amicably. If a settlement or agreement cannot be reached, Users may cancel the project following the steps set out below:

- (a) The complainant should select the project to be disputed and activate the dispute tab. By activating the dispute tab, IoTalents' customer support team will be notified to cancel the project.
- (b) The Hirer may choose to accept a refund of its security deposit. If Hirer chooses to opt for a refund, IoTalents will present a selection of other Talents who are able to take up the disputed project within the next twenty-four (24) hours for the Hirer's consideration. The refund will take ten (10) working days to be completed.
- (c) The Hirer will not receive a refund for any completed milestones in relation to which the Hirer has already made Milestone Payments.
- (d) IoTalents will offer the Talent a waiver of IoTalents' withdrawal Fees for the next project, as well as a selection of other projects that the Talent may wish to consider taking up within the next twenty-four (24) hours.
- (e) IoTalents will then proceed to cancel the project. After cancellation, both the Talent and Hirer may leave feedback for each other in relation to the project. If either party is not satisfied with the outcome of the project, they may choose to resolve the dispute using any dispute resolution process or method available to them in their respective territories.
- (f) Unless parties have contracted otherwise, the Talent will retain all intellectual property rights to any documentation, data or work product produced by the Talent for the cancelled project.

20.2 You agree to indemnify and (to the maximum extent permitted by law) hold IoTalents and any of our affiliates harmless against any damages or liability you may suffer as a result of using the Site or as a result of your dispute with another User.

Privacy and Confidentiality

21 For the avoidance of doubt, you hereby consent that the information provided by you to IoTalents will be processed by IoTalents in order to fulfill the Agreement and to make the Service available to you. Furthermore, we will process your personal information for marketing of campaigns, offers, new products or services. Your personal information may also be transferred between IoTalents and any associated entity. At such transfer, personal data may be transferred outside Singapore. By entering into this agreement, you hereby consent such processing of your personal data as set forth above, including processing of your personal identification number, and hereby give such consent as required by the Personal Data Protection 2012 Act of Singapore. The consent hereby given can in whole or in part be withdrawn by giving written notice to us. Should you choose to withdraw your consent, and such withdrawal should make our due performance of the agreement or other obligations difficult, we reserve the right to immediately terminate your account. Should you require further information regarding our processing of your personal information, please contact us at support@IoTalents.com.

21.1 IoTalents will only disclose your personal information only if this is required to comply with the law, or any court orders applicable to IoTalents, or if you have given us your express consent to do so.

Trademarks

22 IoTalents is a trademark of IoTalents Pte Ltd. Copyright

23 The content and compilation of content included on the Site, such as text, graphics, logos, icons, images, audio clips, digital downloads and software, insofar that they were authored by IoTalents'

employees, are the property of IoTalents and are protected by Singapore and international copyright laws.

23.1 You may contact us at support@IoTalents.com if you wish to submit any complaint or notice of copyright infringement.

No warranties

24 For the avoidance of doubt, the Services, the Site and all content provided on the Site are provided on an as-is basis and without warranties of any kind either express or implied. Without limiting the foregoing, IoTalents.com does not represent or warrant that:

- a) the Site will be accurate, reliable, uninterrupted, secure or error-free;
- b) defects in the Site will be corrected;
- c) the Site or the server that makes it available are free of viruses or other harmful components.

24.1 To the extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. For example, consumers (as defined by consumer protection laws of Singapore) may be entitled to the benefit of certain warranties under applicable trade practices or fair trading legislation in Singapore. If you are considered a consumer under Singapore consumer protection law that applies to IoTalents.com, you will be entitled to the benefit of certain warranties under that legislation. For more information please check the Singapore Consumer Protection (Fair Trading) Act.

24.2 To the extent that IoTalents.com is able to limit the remedies available under this User Agreement, IoTalents.com expressly limits its liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at IoTalents.com 's sole discretion):

(a) In the case of goods, any one or more of the following:

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired; and

(b) In the case of services:

- the supply of the services again; or
- The payment of the cost of having the services supplied again.

25 However, if you are considered a consumer under a Singapore consumer protection law that applies to IoTalents.com, and you use our Services for personal, domestic or household use, the above clause may not apply to you. For more information please check the Singapore Consumer Protection (Fair Trading) Act.

Limitation of Liability

26 In no event shall IoTalents, its affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for:

- any indirect, special, incidental or consequential damages that may be incurred by you;
- any loss of income, business or profits (whether direct or indirect) that may be incurred by you;
- any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the Site.
- The limitations on IoTalents' liability to you above shall apply whether or not IoTalents, its affiliates or staff have been advised of the possibility of such losses or damages arising.

Dispute between you and IoTalents

27 If a dispute arises out of or in connection with this Agreement between you and IoTalents, including any question regarding its existence, validity or termination, 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 clause.

27.1 The tribunal shall consist of one arbitrator, and the language of the arbitration shall be English.

Indemnity

28 You agree to indemnify and hold IoTalents and (as applicable) our related entities, affiliates, and our and their respective officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of the Agreement or your violation of any law or the rights of a third party.

Applicable Law

29 Any dispute arising out of or in connection with the Agreement shall be governed by the laws of the Republic of Singapore.

General

30 The provisions of this User Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by IoTalents.com to a third party without your consent in the event of a sale or other transfer of some or all of the assets of IoTalents.com. In the event of any sale or transfer you will remain bound by the User Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this clause shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

31 Forum Legal Notices

We, the Operators of this Forum, provide it as a public service to our users.

Please carefully review the following basic rules that govern your use of the Forum. Please note that your use of the Forum constitutes your unconditional agreement to follow and be bound by these Terms and Conditions of Use. If you (the "User") do not agree to them, do not use the Forum, provide any materials to the Forum or download any materials from them.

The Operators reserve the right to update or modify these Terms and Conditions at any time without prior notice to User. Your use of the Forum following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use the Forum.

These Terms and Conditions of Use apply to the use of the Forum and do not extend to any linked third party sites. These Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference, contain the entire agreement (the "Agreement") between you and the Operators with respect to the Forum. Any rights not expressly granted herein are reserved.

32 Forum Permitted and Prohibited Uses

You may use the the Forum for the sole purpose of sharing and exchanging ideas with other Users. You may not use the the Forum to violate any applicable local, state, national, or international law,

including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. laws, rules, and regulations governing the export and re-export of commodities or technical data.

You may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the the Forum any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.

You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Forum's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Forum.

You are strictly prohibited from communicating on or through the Forum any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You are expressly prohibited from compiling and using other Users' personal information, including addresses, telephone numbers, fax numbers, email addresses or other contact information that may appear on the Forum, for the purpose of creating or compiling marketing and/or mailing lists and from sending other Users unsolicited marketing materials, whether by facsimile, email, or other technological means.

You also are expressly prohibited from distributing Users' personal information to third-party parties for marketing purposes. The Operators shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users' personal information to third parties for marketing purposes as a material breach of these Terms and Conditions of Use, and the Operators reserve the right to terminate or suspend your access to and use of the Forum and to suspend or revoke your membership in the consortium without refund of any membership dues paid.

The Operators note that unauthorized use of Users' personal information in connection with unsolicited marketing correspondence also may constitute violations of various state and federal anti-spam statutes. The Operators reserve the right to report the abuse of Users' personal information to the appropriate law enforcement and government authorities, and the Operators will fully cooperate with any authorities investigating violations of these laws.

33 Forum User Submissions

The Operators do not want to receive confidential or proprietary information from you through the Forum. Any material, information, or other communication you transmit or post ("Contributions") to the Forum will be considered non-confidential.

All contributions to this site are licensed by you under the MIT License to anyone who wishes to use them, including the Operators.

If you work for a company or at a University, it's likely that you're not the copyright holder of anything you make, even in your free time. Before making contributions to this site, get written permission from your employer.

34 User Discussion Lists and Forums

The Operators may, but are not obligated to, monitor or review any areas on the Forum where users transmit or post communications or communicate solely with each other, including but not limited to user forums and email lists, and the content of any such communications. The Operators, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Operators may edit or remove content on the the Forum at their discretion at any time.

35 Use of Personally Identifiable Information in Forum

Information submitted to the Forum is governed according to the Operators's current Privacy Policy and the stated license of this Forum.

You agree to provide true, accurate, current, and complete information when registering with the Forum. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provides any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the Forum.

Although sections of the Forum may be viewed simply by visiting the Forum, in order to access some Content and/or additional features offered at the Forum, you may need to sign on as a guest or register as a member. If you create an account on the Forum, you may be asked to supply your name, address, a User ID and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Forum using your account or User ID. You grant the Operators and all other persons or entities involved in the operation of the Forum the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Forum and in the provision of services to you. The Operators cannot and do not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using Forum. To learn more about how we protect the privacy of the personal information in your account, please visit our Privacy Policy.

36 Forum Indemnification

You agree to defend, indemnify and hold harmless the Operators, agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the Forum, including, without limitation, your violation of these Terms and Conditions, the infringement by you, or any other subscriber or user of your account, of any intellectual property right or other right of any person or entity.

37 Termination in Forum

These Terms and Conditions of Use are effective until terminated by either party. If you no longer agree to be bound by these Terms and Conditions, you must cease use of the Forum. If you are dissatisfied with the Forum, their content, or any of these terms, conditions, and policies, your sole legal remedy is to discontinue using the Forum. The Operators reserve the right to terminate or suspend your access to and use of the Forum, or parts of the Forum, without notice, if we believe, in our sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where the Operators have reason to believe that you are in violation of these Terms and Conditions of Use.

38 Forum warranty disclaimer

The forum and associated materials are provided on an "as is" and "as available" basis. To the full extent permissible by applicable law, the operators disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement of intellectual property. The operators make no representations or warranty that the forum will meet your requirements, or that your use of the forum will be uninterrupted, timely, secure, or error free; nor do the operators make any representation or warranty as to the results that may be obtained from the use of the forum. The operators make no representations or warranties of any kind, express or implied, as to the operation of the forum or the information, content, materials, or products included on the forum.

In no event shall the operators or any of their agents, vendors or suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use, misuse of or inability to use the forum, even if the operators have been advised of the possibility of such damages. This disclaimer constitutes an essential part of this agreement. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

You understand and agree that any content downloaded or otherwise obtained through the use of the forum is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data or business interruption that results from the download of content. The operators shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested or referenced in or appearing on the forum. Your participation in the forum is solely at your own risk. No advice or information, whether oral or written, obtained by you from the operators or through the operators, their employees, or third parties shall create any warranty not expressly made herein. You acknowledge, by your use of the forum, that your use of the forum is at your sole risk.

Liability limitation. Under no circumstances and under no legal or equitable theory, whether in tort, contract, negligence, strict liability or otherwise, shall the operators or any of their agents, vendors or suppliers be liable to user or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use the the forum or for any breach of security associated with the transmission of sensitive information through the forum or for any information obtained through the forum, including, without limitation, damages for lost profits, loss of goodwill, loss or corruption of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of the operators has been advised of or should have known of the possibility of such damages.

The operators's total cumulative liability for any and all claims in connection with the forum will not exceed five u.s. dollars (\$5.00). User agrees and acknowledges that the foregoing limitations on liability are an essential basis of the bargain and that the operators would not provide the forum absent such limitation.

39 Forum General

The Forum is hosted in the United States. The Operators make no claims that the Content on the Forum is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the Forum from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. The provisions of the UN Convention on Contracts for the International Sale of Goods will not apply to these Terms. A party may give notice to the other party only in writing at that party's principal place of business, attention of that party's principal legal officer, or at such other address or by such other method as the party shall specify in writing. Notice shall be deemed given upon personal delivery or facsimile, or, if sent by certified mail with postage prepaid, 5 business days after the date of mailing, or, if sent by international overnight courier with postage prepaid, 7 business days after the date of mailing. If any provision herein is held to be unenforceable, the remaining provisions will continue in full force without being affected in any way. Further, the parties agree to replace such unenforceable provision with an enforceable provision that most closely approximates the intent and economic effect of the unenforceable provision. Section headings are for reference purposes only

and do not define, limit, construe or describe the scope or extent of such section. The failure of the Operators to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit the Operators' rights with respect to such breach or any subsequent breaches. Any action or proceeding arising out of or related to this Agreement or User's use of the Forum must be brought in the courts of Belgium, and you consent to the exclusive personal jurisdiction and venue of such courts. Any cause of action you may have with respect to your use of the Forum must be commenced within one (1) year after the claim or cause of action arises. These Terms set forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties, as to their subject matter. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any other or subsequent breach.

40 Links to Other Materials

The Forum may contain links to sites owned or operated by independent third parties. These links are provided for your convenience and reference only. We do not control such sites and, therefore, we are not responsible for any content posted on these sites. The fact that the Operators offer such links should not be construed in any way as an endorsement, authorization, or sponsorship of that site, its content or the companies or products referenced therein, and the Operators reserve the right to note its lack of affiliation, sponsorship, or endorsement on the Forum. If you decide to access any of the third party sites linked to by the Forum, you do this entirely at your own risk. Because some sites employ automated search results or otherwise link you to sites containing information that may be deemed inappropriate or offensive, the Operators cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third party sites, and you hereby irrevocably waive any claim against us with respect to such sites.

41 Notification Of Possible Copyright Infringement

In the event you believe that material or content published on the Forum may infringe on your copyright or that of another, please contact us.