



TERMS AND CONDITIONS OF USE

Please read these terms and conditions of use (“Terms”) carefully as they contain important information regarding your legal rights, remedies, and obligations. This includes in particular, various limitations, exclusions and an indemnity. If you do not agree to these Terms, we will not licence use of this Platform to you and you must not use our Platform.

INTRODUCTION

Roots Inspire Pte. Ltd. (“Roots Inspire”, “us” or “we”) provides an online platform which, amongst other things, connects mentees and mentors to develop fulfilling, long term connections through the Roots Inspire portal (portal.rootsinspire.com/) (the “Platform”).

Individual users who have applied and been selected by us (potentially in consultation with their employer as a “Corporate Partner”) to participate in a mentoring programme through our Platform are referred to in these Terms as “Mentees”.

Users who have been selected by us and / or successfully interviewed with us as suitable mentors are referred to in these Terms as “Mentors”.

By accessing or using the Platform, including by communicating with Roots Inspire users or us, you agree to comply with, and be legally bound by, the provisions of these Terms, whether or not you become a registered user of the Platform. These Terms govern your access to and use of the Platform, our services offered via the Platform or otherwise by us and any other software provided by us in connection with any of the foregoing (collectively, the “Services”).

We license use of the Platform to you based on these Terms. We do not sell the Platform to you and we remain the owner of the Platform at all times.

1. GENERAL TERMS OF USE

- 1.1 The provisions set out in these Terms govern your access to and your use of the Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time without prior notice. If you do not agree to such revised terms, you must stop using our Platform.
- 1.2 Subject to you agreeing to abide by the terms of this agreement, we hereby grant to you a personal, non-exclusive and non-transferable licence to use the Platform on these Terms.
- 1.3 To access certain features of the Platform, you must provide us with certain mandatory and voluntary information as required for a successful registration. By registering an account with us and using the Platform, you confirm that:
 - (a) you have read the terms set out in this agreement and agree to be bound by and comply with them; and
 - (b) you are 18 years old and above.
- 1.4 You are responsible for maintaining the confidentiality of your account, and you are responsible for all activities that occur under your account. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your account.



- 1.5 Unless otherwise agreed, you are not permitted to use, or submit any content to, our Platform or any of our affiliated websites (including social media pages) to advertise, promote or market any products or services of any third party or yourself.
- 1.6 We reserve the right to change, modify, suspend or discontinue any portion of the Services, Platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties. Due to the nature of the internet, we do not guarantee the continuous and uninterrupted availability and accessibility of the Platform and/or the Services.
- 1.7 These Terms include and refer to the following additional terms, which also apply to your use of the Platform and which form part of this agreement:
 - (a) Our **Privacy Policy** sets out our policy concerning the collection, use and disclosure of your personal data in compliance with the Personal Data Protection Act 2012 (No. 26 of 2012) (“**PDPA**”) and the European General Data Protection Regulation (“**GDPR**”). By using our Platform, you consent to our collection, use and disclosure of your personal information in the manner set out in our Privacy Policy and you warrant that all personal data provided by you is accurate. Should you have any feedback or enquiries relating to your personal data, please contact our Data Protection Officer at hello@rootsinspire.com.
 - (b) Our **Acceptable Use Policy** sets out the permitted uses and prohibited uses of our Platform. When using our Platform, you must comply with this Acceptable Use Policy.
 - (c) Our **Code of Conduct** sets out the manner in which users should conduct themselves in their mentoring relationship. When using our Platform, interacting with Roots Inspire users online or offline, you must comply with this Code of Conduct.
- 1.8 By registering for an account with us, the following specific terms and conditions, which form part of this agreement, could also be applicable and binding on you:
 - (a) **Terms and Conditions for Mentors**, which sets out specific terms applicable to Mentors; and
 - (b) **Terms and Conditions for Mentees**, which sets out specific terms applicable to Mentees.
- 1.9 We reserve the right to, without any notice, explanation or liability and in our sole and absolute discretion carry out any of the following measures:
 - (a) refuse or limit or suspend your access to the Platform (including access to your account with us) at any time;
 - (b) remove or edit content (including content submitted by you) on the Platform or on any of our affiliated websites (including social media pages);
 - (c) reallocate matches between Mentors and Mentees as we see fit; or
 - (d) cancel any Services provided to you.
- 1.10 In providing the Services, Roots Inspire does not represent to have checked or verified the skills, experience, character, circumstances or other attributes of any Mentor or Mentee.



2. RESTRICTIONS

- 2.1 Except as expressly set out in these Terms or as permitted by any local law, you undertake not to:
- (a) violate or breach any applicable law or regulation in any relevant jurisdiction in your use of the Platform or the Services;
 - (b) reproduce, copy, modify, adapt, alter, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, the Platform or any of the contents therein for any commercial or other purposes;
 - (c) dilute, tarnish or otherwise harm the “Roots Inspire” brand in any way, including through registering and/or using “Roots Inspire” or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domain names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Roots Inspire’s domains, trademarks, taglines, promotional campaigns;
 - (d) provide or submit any false or misleading information and/or documents to us, including (but not limited to) false names, date of birth or other personal data;
 - (e) collect, use, disclose any personal data made available to you via the Platform or the Services for any purposes unrelated to participating in the mentoring relationship via the Platform, without obtaining the consent of the owner of such personal data and us;
 - (f) retain any personal data of users where the purpose for which that personal data was collected is no longer being served by retention of the personal data, or where retention is no longer necessary for legal or business purposes;
 - (g) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes; or
 - (h) endeavour to circumvent a suspension, termination, or closure of your Roots Inspire account, including, but not limited to, creating a new Roots Inspire account to circumvent an account suspension or closure.
- 2.2 You agree and acknowledge that any failure to comply with the restrictions set out in this paragraph 2, the **Acceptable Use Policy** or any other provisions of the Terms may result in Roots Inspire exercising its rights as set out in paragraph 1.9 of these Terms.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Platform anywhere in the world belong to us, that rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform other than the right to use them in accordance with the terms of this agreement.
- 3.2 You acknowledge that you have no right to have access to the Platform in source code form.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded from the Platform in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 Our status (and that of any identified contributors) as the authors of content on the Platform must always be acknowledged.



3.5 You must not use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from our licensors or us.

3.6 If you print off, copy or download any content on our Platform in breach of these Terms, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4. **UPLOADING CONTENT TO OUR PLATFORM**

4.1 You irrevocably and unconditionally represent and warrant that any content uploaded by yourself to our Platform complies with our **Acceptable Use Policy** and the PDPA.

4.2 By uploading or making available any content on the Platform or through the Services, or through Roots Inspire advertising or promotional campaigns, you grant Roots Inspire a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content to promote or market the Platform and / or the Services or for the purpose of carrying out our obligations in these Terms and any other purpose expressly set out in these Terms or otherwise agreed between us.

4.3 We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in these Terms and any other purpose expressly set out in these Terms or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.4 We will not be responsible, or liable to any third party, for the content or accuracy of any content or data uploaded by you or any other user of our Platform.

4.5 We have the right to remove any posting you make on our Platform if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

4.6 We will not be responsible for the accuracy, completeness or truthfulness of any rating, review or testimonial of a Mentor posted on our Platform, and shall not be obliged to verify any such rating, review or testimonial. We reserve the right to remove any such rating, review or testimonial if, in our opinion, such rating, review or testimonial is unjustified.

4.7 We will not be responsible for the accuracy, completeness or truthfulness of any rating or review of any material posted or listed on our Platform, and shall not be obliged to verify any such rating or review. We reserve the right to remove any such rating or review if, in our opinion, such rating or review is unjustified.

5. **WARRANTY**

5.1 While we make all efforts to maintain the accuracy of the information on the Platform, we provide the Services, Platform and all information, content, materials, products and other services included on or otherwise made available to you through the Services (the “**Related Content**”) on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing. You expressly agree that your use of the Services and the Platform is at your sole risk.

5.2 These Terms sets out the full extent of our obligations and liabilities in respect of the supply of the Services and the Platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and the Platform which



might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, the Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

6. LIMITATION OF LIABILITY

6.1 Roots Inspire and our subsidiaries, holding companies or ultimate holding company and any subsidiary of our ultimate holding company (as such terms are defined in the Companies Act (Cap. 50) of Singapore) and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns (collectively, our “**Related Parties**”) have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, the Platform or any other website or software) for:

- (a) any losses suffered in connection with an act, default or omission of a Mentor or Mentee;
- (b) the conduct or provision of a mentoring session between Mentors and Mentees;
- (c) any errors or inaccuracies on Mentor / Mentee profiles, in respect of information provided to us by the Mentors / Mentees;
- (d) loss of profits, sales, business, or revenue;
- (e) business interruption;
- (f) loss of anticipated savings;
- (g) loss or corruption of data or information;
- (h) cost of substitute products or services from the use of or inability to use the Services;
- (i) loss of business opportunity, goodwill or reputation; or
- (j) any incidental, special, indirect or consequential loss or damage.

6.2 Nothing in these Terms shall limit or exclude any party’s liability for:

- (a) death or personal injury resulting from negligence;
- (b) fraud; and/or
- (c) any other matter in respect of which any party is prohibited under applicable law from limiting or excluding liability.

7. INDEMNITY

You agree to indemnify and hold us and our Related Parties harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of the Platform, Services and/or any websites or software in relation thereto or otherwise, and whether under these Terms (including our Acceptable Use Policy), any laws or regulations or otherwise.



8. OTHER IMPORTANT TERMS

- 8.1 Roots Inspire may, at our sole and absolute discretion, assist with dispute resolution between its users. Should we choose to do so, you agree to cooperate and assist Roots Inspire in good faith, and to provide Roots Inspire with all requested information. Should you choose to submit any dispute to Roots Inspire to resolution and we agree to assist, you agree that any decision made by Roots Inspire shall be final, and you shall take such actions as may be directed by us following such decision.
- 8.2 Roots Inspire reserves the right, at our sole and absolute discretion, to modify these Terms from time to time so that our Services and policies are accurately reflected. While we will use our reasonable endeavours to notify you of any material changes to these Terms by email, you agree and acknowledge that it shall be your responsibility to review the Terms regularly. By continuing to use the Platform following the effective date of any modifications to these Terms, you shall be deemed to have accepted such modification. If you do not agree to any modifications, you must not use the Platform.
- 8.3 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms. You may not, without our express consent in writing, transfer any of your rights or obligations under these Terms.
- 8.4 These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 8.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.6 We will not be liable by reason of any failure or delay in the performance of our obligations on account of events beyond our reasonable control, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.
- 8.7 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 8.8 Roots Inspire may provide you with a translation of the English language version of these Terms or any policies. In the event of any inconsistencies or discrepancies between the English language version and any other versions of the Terms and any policies, the English language version shall prevail.
- 8.9 These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by Singapore law. In the event of any such disputes or claims in connection with the Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, the parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.



TERMS FOR MENTORS

These terms and conditions set out terms applicable only to Mentors (“**Terms for Mentors**”). These Terms for Mentors form part of the Terms and are part of the legally binding contract between Mentors, Mentees and Roots Inspire.

YOUR RESPONSIBILITIES

1. By using the Platform and be listed as a Mentor, you certify that:
 - (a) you have a legitimate interest in providing guidance, support, and encouragement aimed at maximising the potential of ethnic minority talent and increasing the diversity in senior positions;
 - (b) you understand that Roots Inspire does not guarantee that you will be matched with a Mentee as such decisions are made by the Mentees, save where we have exercised our right to reallocate matches between Mentors and Mentees at our sole discretion;
 - (c) you understand that Roots Inspire makes no representations or warranties as to the conduct of other Mentors, Mentees and the Corporate Partners;
 - (d) it is your sole responsibility to inquire into the nature of any Mentee and to take reasonable precautions in all interactions with the Mentee; and
 - (e) you will represent your identity, skills and background accurately in your application and profile on our Platform.
2. You represent and warrant that in relation to your profile that you register as a Mentor, any information you provide on the Platform is accurate and current, and is not false, misleading or defamatory.
3. You may nominate a charity through the Platform from our list of pre-selected charities (as available on our Platform) as the recipient of contributions which shall be paid by us on behalf of a Mentee. Such contribution is currently fixed at EUR50.00 per mentoring session (including any introductory mentoring sessions). You consent to Roots Inspire publishing the aggregate reported contributions made towards the charities generated from the Services on the Platform from time to time. Roots Inspire shall not be liable for any reporting errors.
4. Each Mentor commits to a mentoring relationship with a Mentee for a minimum of six (6) monthly mentoring sessions in addition to any introductory mentoring sessions preceding the mentoring commitment. Mentors are required to meet (via video call) their Mentees on a monthly basis during the term of their mentoring relationship. It will be the responsibility of the Mentor and the Mentee to manage the relationship as they consider appropriate and in accordance with the Code of Conduct.
5. Where Roots Inspire has been notified by the Mentee that the Mentor has been absent for a scheduled appointment with their Mentee, the Mentor shall receive a “strike” against their account and Roots Inspire shall reserve the right to take appropriate action against the Mentor’s account, including but not limited to a suspension or closure of the Mentor’s account.

CONFIDENTIALITY

6. You shall keep confidential all information, suggestions, advice or guidance provided by the Mentee to you as part of the mentoring programme (unless waived by the Mentee).



7. You will keep in strict confidence all and any information of a confidential nature which you obtain about the Mentees and / or Roots Inspire as a result of the arrangements contemplated by these Terms. This provision shall not apply in relation to any information that is already available in the public domain other than as a result of a breach of this provision by any party.



TERMS FOR MENTEES

These terms and conditions set out terms applicable only to Mentees (“**Terms for Mentees**”). These Terms for Mentees form part of the Terms and are part of the legally binding contract between Mentees, Mentors and Roots Inspire.

SUBSCRIPTION OF A MENTEE ACCOUNT

1. The issuance of an account to you (a “**Mentee Account**”) for the purposes of providing you access to certain Services shall be conditional on receipt of full payment of the subscription fee, programme fee (collectively referred to as the “**Fees**”) and charity contribution (the “**Charity Contribution**”). The Charity Contribution shall be allocated by Roots Inspire to the charities nominated by your Mentor(s) over the duration of your mentoring programme. Any portion of the Charity Contribution that has not been allocated at the end of your mentoring programme shall be allocated *pro rata* towards our pre-selected charities as listed on our Platform.
2. You shall be issued an invoice for the payment of the Fees and Charity Contribution and payment of such Fees (including any applicable GST) and Charity Contribution shall be made within fourteen (14) calendar days of the date of the invoice. Where you have failed to make payment of Fees and / or Charity Contribution on the due date for such payment, Roots Inspire may at any time suspend or terminate your access to the Services with immediate effect.
3. The subscription fee itemised in each invoice shall relate to a subscription period of twelve (12) months (“**Subscription Period**”). The initial Subscription Period for a Mentee Account shall commence on the date of issuance of the Mentee Account. The Subscription Period and associated subscription fee shall renew automatically until the Mentee Account is terminated through the Platform.
4. The Services provided to you as a Mentee include a maximum of two (2) introductory mentoring sessions followed by a programme of six (6) monthly mentoring sessions which shall be carried out between you and your selected Mentor via our Platform. Furthermore, your Mentee Account shall provide you with access to our group sessions, networking events, podcasts, articles and other specific content.
5. In the event that you have terminated your Mentee Account through the Platform, any such termination shall take place immediately, any portion of the Fees with regards to the unused portion of the Subscription Period of such Mentee Account shall be forfeited, and any portion of the Charity Contribution that has not been allocated shall be allocated *pro rata* towards the pre-selected charities as listed on our Platform.

PARTICIPATION

6. You shall agree to fully participate in the mentoring programme by openly discussing your career goals and experiences with your Mentor for the purpose of shared learning and career enhancement.

EXCLUSION OF LIABILITY

7. You shall not at any time be obliged to act on any information, suggestion, advice or guidance given by the Mentor as part of the mentoring programme, but if and to the extent that you do so, you shall do so at its own risk.
8. You are advised to take independent financial, legal or other appropriate professional advice (if relevant) before acting on any information, suggestion, advice or guidance given by the Mentor.



9. You acknowledge that any services provided by the Mentor are provided in good faith.

CONFIDENTIALITY

10. You shall keep confidential all information, suggestions, advice or guidance provided by the Mentor to you as part of the mentoring programme (unless waived by the Mentor).
11. You will keep in strict confidence all and any information of a confidential nature which you obtain about the Mentors and / or Roots Inspire as a result of the arrangements contemplated by these Terms. This provision shall not apply in relation to any information that is already available in the public domain other than as a result of a breach of this provision by any party.



PRIVACY POLICY

ROOTS INSPIRE PTE. LTD. ("we" or "us") is committed to protecting and respecting your privacy.

1. This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data (as defined in the Personal Data Protection Act 2012 ("PDPA")) (the "Data") we collect from you, or that you upload, will be used, disclosed or otherwise processed by us. Please read the following carefully to understand our views and practices regarding your Data and how we will treat it.
2. By accepting our Terms, you consent to the collection, use, disclosure and transfer of your Data in the manner and for the purposes set out below.
3. Unless otherwise provided, defined terms in this privacy policy shall have the same meaning as in our Terms.

INFORMATION WE MAY COLLECT

4. We may collect and process the following data from you:
 - (a) information that you provide by filling in forms on our Platform, including information provided at the time of registering for an account on our Platform, posting material, reporting a problem with our Platform, or requesting further services;
 - (b) documents or images that you upload onto our Platform;
 - (c) details of transactions you carry out through our Platform;
 - (d) details of your visits to our Platform and the resources that you access;
 - (e) information collected whenever you use the Platform or leave the Platform running on any device; and
 - (f) if you contact us, a record of that correspondence.

IP ADDRESSES

5. We may also collect and process information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

COOKIES

6. Our Platform uses cookies to distinguish you from other users of our Platform. This helps us to provide you with a good experience when you browse our Platform and also allows us to improve our Platform.

WHERE WE STORE YOUR DATA

7. The Data that we collect from you may be transferred to, and stored at, a destination outside Singapore. It may also be processed by staff operating outside Singapore who work for us or for any of our third party service providers. Such staff maybe engaged in, among other things, the fulfilment of your services ordered by you and the provision of support services. By submitting the Data, you agree to this



transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Data is treated securely and in accordance with this privacy policy.

8. All information you provide to us is stored on secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Platform, you are responsible for keeping this password confidential. We ask you not to share the password with anyone.
9. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your Data, we cannot guarantee the security of your Data transmitted to our Platform; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

USES MADE OF THE INFORMATION

10. We may collect, use and process your Data for any or all of the following purposes (collectively, referred to as the “**Purposes**”):
 - (a) to verify your identify and conduct any verification checks as we may, at our discretion, deem necessary prior to registering your account or providing you any services;
 - (b) to ensure that content from our Platform is presented in the most effective manner for you and for your computer;
 - (c) to provide you with information, products or services that you request from us, and to otherwise carry out our obligations arising from any contracts entered into between you and us;
 - (d) to send you direct marketing and promotional communications and information on such offers and/or promotions, where you have consented to be contacted for such purposes;
 - (e) to allow you to participate in interactive features of our service, when you choose to do so;
 - (f) responding to, handling and processing queries, requests, applications, complaints and feedback from you;
 - (g) to notify you about changes to our services;
 - (h) complying with any applicable laws, regulations, codes of practice, guidelines or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
 - (i) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
 - (j) any other incidental business purposes related to or in connection with the above.
11. We may collect, use or process your Data for other purposes that do not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of your Data without your consent is permitted by the PDPA or by law.



DISCLOSURE OF YOUR INFORMATION

12. We may disclose your Data to other users, our Corporate Partners and potential Corporate Partners to facilitate your use of our Platform, our provision of the Services and for one or more of the above Purposes.
13. We may disclose your Data to any member of our group, which means our subsidiaries, holding company, our ultimate holding company and its subsidiaries (as such terms are defined in the Companies Act (Cap 50)) (our “**Group**”) to facilitate our business operation and administration from time to time for one or more of the Purposes.
14. We may also disclose your Data to third parties:
 - (a) for one or more of the Purposes;
 - (b) for the purposes of providing Services that you request from us, fulfilling our obligations arising from any contracts entered into between you and us in connection therewith or otherwise in connection with your use of our Platform;
 - (c) in the event that we sell or buy any business or assets, in which case we may disclose your Data to the prospective seller or buyer of such business or assets;
 - (d) if we or substantially all of our shares or assets are acquired by a third party, in which case personal data held by us about our customers and / or users will be one of the transferred assets;
 - (e) if we are under a duty to disclose or share your Data, in order to comply with any legal obligation (including any direction from a governmental or regulatory body or law enforcement) or in order to enforce or apply our Terms; or
 - (f) in an emergency concerning your health and/or safety for the purposes of dealing with that emergency.

YOUR RIGHTS

15. Our Platform may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Data to these websites.

CONSENT

16. By providing your Data to us, you consent to the collection, use and disclosure of your Data by us for the Purposes.
17. Please ensure that you speak to others before providing their Data to us, and that they have consent to you doing so. Kindly inform them that our collection, use and disclosure of their Data is solely for the Purposes. By providing such information to us, you represent and warrant that the person whose Data you have provided consents to the collection, use and disclosure of their Data for the Purposes.
18. You may withdraw your consent and request us to stop using and/or disclosing your Data for any or all of the Purposes by submitting your request to our Data Protection Officer in writing. Should you withdraw your consent to the collection, use or disclosure of your Data, it may impact our ability to proceed with your transactions, agreements or interactions with us. Prior to you exercising your choice



to withdraw your consent, we will inform you of the consequences of the withdrawal of your consent. Please note that your withdrawal of consent will not prevent us from exercising our legal rights (including any remedies, or undertaking any steps as we may be entitled to at law.

ACCESS AND CORRECTION

19. The PDPA gives you the right to access your Data. Your right of access can be exercised in accordance with the PDPA. Any access request may be subject to a fee of an administrative fee at our rates then in force to meet our costs in providing you with details of the information we hold about you.
20. In the event that you wish to correct and/or update your Data in our records, you may inform us in writing of the same. In certain cases, Data may also be corrected or updated via the Platform.
21. We will respond to requests regarding access and correction as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

RETENTION OF DATA

22. We may retain your Data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws. We will cease to retain your Data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the Data was collected, and is no longer necessary for legal or business purposes.
23. Please note that there is still the possibility that your Data might be retained by other parties (e.g. other users of the Platform) through various means (e.g. photos, screen captures). We do not authorise retention of your Data for purposes unrelated to the use of the Platform and/or when such Data no longer serves the purpose for which it was collected or is no longer necessary for legal or business purposes ("**Unauthorised Uses**"). To the fullest extent permitted by applicable law, we shall not be liable for retention of your Data by other parties for Unauthorised Uses.

CHANGES TO OUR PRIVACY POLICY

24. Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by us.

CONTACT

25. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to our Data Protection Officer at hello@rootsinspire.com.



ACCEPTABLE USE POLICY

1. This Acceptable Use Policy sets out the terms between you and **ROOTS INSPIRE PTE. LTD.** (“we” or “us”) under which you may access our website portal, portal.rootsinspire.com/ (the “Platform”). This Acceptable Use Policy applies to all users of, and visitors to, our Platform.
2. Your use of our Platform means that you accept, and agree to abide by, all the provisions in this Acceptable Use Policy, which form part of and supplement our Terms for our Platform.
3. Unless otherwise provided, defined terms in this Acceptable Use Policy shall have the same meaning as in the Terms.

PROHIBITED USES

4. You may use our Platform only for lawful purposes. You may not use our Platform:
 - (a) in any way that breaches any applicable local or international laws or regulations;
 - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; and
 - (c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing Terms as amended from time to time.
5. You also agree not to:
 - (a) reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms;
 - (b) access without authority, interfere with, damage or disrupt:
 - (i) any part of our Platform;
 - (ii) any equipment or network on which our Platform is stored;
 - (iii) any software used in the provision of our Platform; or
 - (iv) any equipment or network or software owned or used by any third party;
 - (c) distribute viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm Roots Inspire or the interests or property of others;
 - (d) bypass robot exclusion headers, interfere with the working of the Services, or impose an unreasonable or disproportionately large load on our infrastructure;
 - (e) systematically retrieve data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise;



- (f) use display mirroring or framing the Services or any individual element within the Services, Roots Inspire's name, any Roots Inspire trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without Roots Inspire's express written consent;
- (g) access, tamper with, or use non-public areas of the Services, Roots Inspire's computer systems, or the technical delivery systems of Roots Inspire's providers;
- (h) attempt to probe, scan, or test the vulnerability of any of Roots Inspire's system or network or breach any security or authentication measures;
- (i) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Roots Inspire or any of Roots Inspire's providers or any other third party (including another user) to protect the Services;
- (j) forge any TCP/IP packet header or any part of the header information in an email or news group posting, or in any way use the Services to send altered, deceptive, or false source-identifying information ("spoofing"); or
- (k) decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services (or attempting to do so).

CONTENT STANDARDS

6. These content standards apply to any and all material which you upload on our Platform, including for the avoidance of doubt, any reviews or comments submitted by you ("**Contributions**").
7. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.
8. Contributions must:
 - (a) comply with Singapore law, including but not limited to the PDPA, and the laws of any country from which they are posted; and
 - (b) be placed in the correct and appropriate categories.
9. You shall be responsible for the authenticity, truthfulness, accuracy and origin of the Contributions. You must ensure that you either have all ownership rights to the Contributions posted or all rights allowing you to post the Contributions.
10. Contributions must not:
 - (a) infringe any copyright, database right, trade mark or other intellectual property right of any other person;
 - (b) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (c) be threatening or abusive, invade another's privacy, or cause or be likely to cause annoyance, alarm, inconvenience or needless anxiety to any other person;



- (d) contain any content which, in our sole and absolute discretion, is likely to deceive, harass, upset, embarrass, alarm or annoy any person, or to be seditious, slanderous, libellous, treasonous, or criminal in nature;
 - (e) contain any material which is defamatory of any person, or which is obscene, offensive, hateful or inflammatory;
 - (f) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - (g) give the impression that they emanate from us, if this is not the case;
 - (h) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
 - (i) promote illegal activity, sexually explicit material, violence, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or otherwise ill-will and hostility amongst the users or general public; or
 - (j) advertise, promote or market any products or services by third parties or yourself.
11. We reserve the right to delete any of the Contributions or to request that you amend the Contributions if it is found that any of the Contributions posted by you is in contravention of this Acceptable Use Policy.
12. Where you choose to terminate your account with us, you may delete all previous Contributions made by you and retain a copy of the same.

SUSPENSION AND TERMINATION

13. We will determine, in our sole and absolute discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Platform. When a breach of this policy has occurred, we may take such action as we deem appropriate.
14. Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of use upon which you are permitted to use our Platform, and may result in our taking all or any of the following actions:
- (a) immediate, temporary or permanent withdrawal of your right to use our Platform;
 - (b) immediate, temporary or permanent removal of any posting or material uploaded by you to our Platform;
 - (c) issuance of a warning to you;
 - (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - (e) further legal action against you; and
 - (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.



15. We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

16. We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our Platform.