



## **APPLICATION FORM FOR TRADEWEB SERVICES**

*\* Please read through the instructions before you proceed with filling in the form. Should you need any assistance with your TradeWeb application, please contact us at 6887 7333 (press 2).*

### **1. Application for TradeWeb Live!:**

- a. Please fill in <Application Form For TradeWeb Services> (Section A, B, C, D, E, F) and <Application For Interbank Giro>
- b. Refer to <CrimsonLogic General Terms and Conditions (ASP Services)> as attached before signing off at Section F

### **2. Application for TradeWeb Desktop:**

- a. Please fill in <Application Form For TradeWeb Services> (Section A, B, C, E, F) and <Application For Interbank Giro>
- b. Under Section C,
  - Quantity of License(s): indicate the no of copies of TradeWeb Desktop to purchase
  - Purchase Via: indicate the purchase of TradeWeb Desktop software is made via CrimsonLogic eTrade Sales Team/ Reseller – Domain Computer/ Reseller – Logic Computer
- c. Refer to <End User License Agreement> and <Terms & Conditions of Software Maintenance> as attached before signing off at Section F

### **3. Application for TradeWeb Integrator:**

- a. Please fill in <Application Form For TradeWeb Services> (Section A, B, C, D, E, F) and <Application For Interbank Giro> if applicable
- b. Refer to <End User License Agreement>, <Terms and Conditions of Software Maintenance> and <CrimsonLogic General Terms and Conditions (ASP Services)> as attached before signing off at Section F

### **4. Application for TradeWeb Enterprise:**

- a. Please fill in <Application Form For TradeWeb Services> (Section A, B, C, E, F) and <Application For Interbank Giro>
- b. Under Section C,
  - Number of User(s): indicate the no of users of TradeWeb Enterprise to purchase for Quantity of License(s).
  - Purchase Via: indicate the purchase of TradeWeb Enterprise software is made via CrimsonLogic eTrade Sales Team/ Reseller – Domain Computer
- c. Refer to <End User License Agreement> and <Terms & Conditions of Software Maintenance> as attached before signing off at Section F



## APPLICATION FORM FOR TRADEWEB SERVICES

Please write in **CAPITAL LETTERS** and **FAX** the completed form to **(65) 6873 0837 (Attn: Customer Admin)**

### SECTION A: INFORMATION ON COMPANY AND AUTHORISED PERSONNEL

Company Name : \_\_\_\_\_  
 Company Address : \_\_\_\_\_  
 : \_\_\_\_\_ Postal Code:   
 Main Phone : \_\_\_\_\_ Main Fax : \_\_\_\_\_  
 Business Regn No. : \_\_\_\_\_ Industry : \_\_\_\_\_

#### Contact Person \*

(This individual will serve as the point of contact for CrimsonLogic)

Salutation : Dr/ Mr/ Ms/ Mdm  
 Name : \_\_\_\_\_  
 (Please underline surname)

NRIC/Passport No.: \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Contact No. : \_\_\_\_\_  
 Fax No. : \_\_\_\_\_  
 Email Address : \_\_\_\_\_

#### Decision Maker \*

(This individual is the authorised personnel who will agree to the terms and conditions set forth)

Salutation : Dr/ Mr/ Ms/ Mdm  
 Name : \_\_\_\_\_  
 (Please underline surname)

NRIC/Passport No.: \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Contact No. : \_\_\_\_\_  
 Fax No. : \_\_\_\_\_  
 Email Address : \_\_\_\_\_

#### Billing Administrator \*

A Billing Administrator will be given the access to CrimsonLogic Network Billing System. The Billing Administrator, normally of supervisory level or finance personnel, will be able to view usage and payment incurred by all General User IDs under this account. He/She will also able to print tax invoices.

Name : \_\_\_\_\_ Contact No. : \_\_\_\_\_  
 Email Address : \_\_\_\_\_ Designation : \_\_\_\_\_

\* Mandatory sections to be completed

### SECTION B: MODE OF PAYMENT

Please indicate with 'X' (where applicable) and complete the following :

Inter-Bank Giro Please complete the attached Direct Debit Authorisation Form (DDA)

Existing CrimsonLogic Subscriber

Please provide your existing Account ID that has already been GIRO activated :

All monthly invoices can be downloaded from CrimsonLogic's online Network Billing System. URL: <https://billing.crimsonlogic.com>

No invoices will be generated. CrimsonLogic may impose late payment interest in accordance with its General Terms

### SECTION C: MODULES TO BE SUBSCRIBED BY THE COMPANY AS A WHOLE

Please select (indicate with 'X') the module to be subscribed :

**TradeWeb Live!** (web version)

**TradeWeb Integrator** (links user in-house system to TradeXchange)

**TradeWeb Desktop** (software version)

No of License(s): \_\_\_\_\_  
 Purchase Via: /CrimsonLogic eTrade Sales/  
/Reseller - Domain/  
/Reseller - Logic Computer/

**TradeWeb Enterprise** (LAN version)

No of Users(s): \_\_\_\_\_  
 Purchase Via: /CrimsonLogic eTrade Sales/  
/Reseller - Domain/

**SECTION D: USER(S) INFORMATION (\* FOR TRADEWEB LIVE! & INTEGRATOR USERS ONLY)**

No of TradeWeb Live! userID:

Each TradeWeb Live! subscription includes 2 TradeWeb userID. The 3rd userID & thereafter is chargeable.  
 (\* applies to TradeWeb Integrator users who subscribe to TradeWeb Live!)

Please fill in the user's details accessing the TradeWeb Live! application:

<p><b>User 1</b></p> <p>Name : _____</p> <p>NRIC/Passport No.: _____</p> <p>Designation : _____</p> <p>Phone : _____</p> <p>E-mail : _____</p>	<p><b>User 2</b></p> <p>Name : _____</p> <p>NRIC/Passport No.: _____</p> <p>Designation : _____</p> <p>Phone : _____</p> <p>E-mail : _____</p>
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<p><b>User 3</b></p> <p>Name : _____</p> <p>NRIC/Passport No.: _____</p> <p>Designation : _____</p> <p>Phone : _____</p> <p>E-mail : _____</p>	<p><b>User 4</b></p> <p>Name : _____</p> <p>NRIC/Passport No.: _____</p> <p>Designation : _____</p> <p>Phone : _____</p> <p>E-mail : _____</p>
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**SECTION E: CRIMSONLOGIC SALES PERSON INFORMATION**

**CrimsonLogic eTrade Services Sales Team**  
 Tel: 6887 7333  
 Email: [sales@crimsonlogic-etrade.com](mailto:sales@crimsonlogic-etrade.com)  
 Corporate Homepage: <http://www.crimsonlogic-etrade.com/>

Sales Person Name: \_\_\_\_\_

**SECTION F: AUTHORISATION**

*I/We understand that the license/subscription to the module(s) are subject to the terms and conditions set out in the applicable documents listed below and based on our selection of module(s), I/We agree to be bound by the relevant terms and conditions. (please indicate with 'X' on the options below)*

- TRADEWEB™ DESKTOP/ TRADEWEB™ ENTERPRISE:** End User License Agreement and Terms & Conditions of Software Maintenance
- TRADEWEB™ INTEGRATOR:** End User License Agreement, Terms and Conditions of Software Maintenance and CrimsonLogic General Terms and Conditions (ASP Services)
- TRADEWEB™ LIVE!:** CrimsonLogic General Terms and Conditions (ASP Services)

Signed for and on behalf of the Subscriber : \_\_\_\_\_ Company Stamp : \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_ Date : \_\_\_\_\_

**SECTION G: FOR CRIMSONLOGIC OFFICIAL USE (CA)**

Action By : \_\_\_\_\_ (Name / Signature / Date) Account Id \_\_\_\_\_  
 User Id \_\_\_\_\_

TRW Desktop

<b>Partner Name</b>
System (ofyx)
Domain (difm)
Logic Computer (uwcs)

Commencement Date: \_\_\_\_\_  
 No of Copy: \_\_\_\_\_

TRW Enterprise

<b>Partner Name</b>
Domain (difm)



# CRIMSONLOGIC ETRADE SERVICES PTE LTD

## GENERAL TERMS AND CONDITIONS

### (ASP SERVICES)

These General Terms and Conditions (hereinafter referred to as "General T&Cs") shall govern the use of the services offered by CrimsonLogic eTrade Services Pte Ltd (hereinafter collectively called "**CrimsonLogic**"). These General T&Cs contain terms and conditions that are of general application to most of CrimsonLogic's service offerings, and some of the terms below may not be applicable to you. The specific service requested by you may be subject to additional terms and conditions (hereinafter referred to as "Product-Specific Terms") that are either set out in the Application Form or on the website mentioned in the Application Form. The General T&Cs and the Product Specific Terms together, shall be referred to as "Agreement".

Unless explicitly stated otherwise, any new feature or features that augment or enhance the current services, including the release of or migration to new services, shall be subject to this Agreement.

**By completing and submitting the relevant application form for use of the Service or by using or otherwise accessing the Service, the Subscriber represents that it has read this Agreement and agrees to be bound by it.**

#### 1. TERMINOLOGY

In this Agreement, the following words and expressions have the meanings assigned to them except where the context otherwise requires:

- (i) "**Addressee**" of a Data Message or an Electronic Record means a person who is intended by the Originator to receive the Data Message or Electronic Record, but does not include an intermediary like CrimsonLogic who sends, receives, stores or provides other service with respect to the Data Message or Electronic Record on behalf of the Originator or Address;
- (ii) "**CrimsonLogic**" is a reference to CrimsonLogic eTrade Services Pte Ltd;
- (iii) "**Data Message**" means information generated, sent, received or stored by electronic, optical or similar means, including but not limited to electronic data interchange (EDI), electronic mail, telegram, telex or telecopy;
- (iv) "**Digital Signature**" means data in electronic form in, affixed to, or logically associated with, a Data Message or an Electronic Record, which may be used to identify the signatory in relation to the Data Message or Electronic Record and indicate the signatory's approval of the information contained therein; and a reference to "**Digitally Sign**" shall be construed accordingly;
- (v) "**Electronic Record**" means a record generated in digital form by an Information System, which can be:
  - (a) transmitted from an Information System or from one Information System to another; and
  - (b) stored in an Information System or other medium;
- (vi) "**Information System**" means a system for generating, sending, receiving, storing or otherwise processing Data Messages or Electronic Records;

(vii) "**Services**" means the service provided by CrimsonLogic over the Internet to the Subscriber upon the Subscriber's application therefore;

(viii) "**Originator**" of a Data Message or an Electronic Record means a person by whom, or on whose behalf, the Data Message or Electronic Record purports to have been sent or generated prior to storage, if any, but does not include an intermediary like CrimsonLogic who sends, receives, stores or provides other services with respect to the Data Message or Electronic Record on behalf of the Originator or Addressee;

(ix) "**Subscriber**" or "**you**" means the party identified on the Application form whose application is approved and accepted by CrimsonLogic;

(x) "**Service Provider**" means the content or service provider (other than CrimsonLogic) to which on-line access is provided to the Subscriber via the Website or Services, including without limitation, banks, regulatory bodies, certification authorities, etc.;

(xi) "**Website**" or "**Websites**" refers to the location of the webpages on the internet over which the Subscriber may assess for the purpose of using the Services and which are specifically described in the Application Form, and includes such other uniform resource locators as may be provided or substituted by CrimsonLogic from time to time.

#### 2. REGISTRATION

2.1 In order to use the Services, you will need to become a Subscriber by:

- (i) submitting the relevant properly completed application form ("**Application Form**"), which may be requested from CrimsonLogic or downloaded from CrimsonLogic's website;

(ii) providing to CrimsonLogic all ancillary information that CrimsonLogic may require, including but not limited to information on every end user being granted access to and use of the Services; and

(iii) paying all applicable fees.

Upon completion of the above, CrimsonLogic will issue to you passwords and user identification numbers to use the Services. CrimsonLogic reserves the sole right not to accept any Application Form at its sole discretion.

2.2 This Agreement shall commence on the date of CrimsonLogic's approval of your application for use of the Services and shall remain in force unless earlier terminated in accordance with the terms and conditions herein.

### 3. AMENDMENTS TO TERMS AND CONDITIONS

3.1 CrimsonLogic reserves the right to amend the terms and conditions of this Agreement from time to time. Amendments to the General T&Cs will be effective after thirty (30) days have passed from the date of posting on the Website or <http://www.crimsonlogic-etrade.com>. Amendments to the Product Specific Terms will be effective after thirty (30) days have passed from the date of posting on the Website. IT IS THE SUBSCRIBER'S RESPONSIBILITY TO CHECK THE WEBSITE FROM TIME TO TIME FOR AMENDMENTS TO THIS AGREEMENT. BY USING OR CONTINUING TO USE THE SERVICES AT ANY TIME AFTER THIRTY (30) DAYS HAVE PASSED FROM THE DATE ANY AMENDMENTS ARE POSTED ON THE WEBSITE, YOU REPRESENT THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS AMENDED.

### 4. SCOPE OF SERVICES

4.1 Subject to the acceptance of the properly completed Application Form by CrimsonLogic and payment of all applicable fees by the Subscriber, CrimsonLogic will provide the Subscriber the Services, provided always that CrimsonLogic reserves the right to modify, enhance, withdraw or suspend the Services, or any part thereof, at any time. CrimsonLogic will advise the Subscriber of the changes thirty (30) days in advance where the changes will, in CrimsonLogic's opinion, significantly alter the Services.

4.2 CrimsonLogic may provide such training, technical support or professional, archival or other ancillary services (collectively "Other Services") to the Subscriber as CrimsonLogic may decide or agree from time to time. CrimsonLogic will inform the Subscriber of the nature of and conditions (including but not limited to any applicable charges) pertaining to such Other Services. CrimsonLogic reserves the right to change the scope or conditions of such Other Services at its sole discretion and will notify the Subscriber of such revision, either in

electronic or written form or by posting on the Website.

4.3 The Services will be made available during such hours as may be notified by CrimsonLogic to the Subscriber. CrimsonLogic reserves the right to alter or extend the service hours from time to time.

4.4 Access to and use of a Service Provider's services and facilities by the Subscriber may require the approval of the Service Provider. The Service Provider may impose its own terms and conditions and charges for access to and use of its services. The Subscriber is responsible for ensuring that it has obtained all necessary approvals, consents and permissions for access to and use of a Service Provider's services and facilities.

### 5. SUBSCRIBER RESPONSIBILITIES

5.1 The Subscriber shall obtain, install and maintain such suitable equipment, software, and communication means as may be required to make connection to the World Wide Web and to use the Services, including a computer and modem, telecommunication facilities or other access devices, and other ancillary equipment.

5.2 The Subscriber is responsible for the confidentiality of the password(s) associated with the account and user identification number(s) assigned by CrimsonLogic upon registration of the Subscriber for the Services. The Subscriber shall ensure control of the password(s) and user identification number(s) for authorised usage of the Services. Unless the contrary is proved, all communications and activities occurring under or referable to the Subscriber's user account, user identification number(s) or password shall be deemed to have been validly issued or authorised by the Subscriber. The Subscriber shall be liable for all costs, fees, and expenses arising from any communication and activity occurring under or referable to the Subscriber's user account, user identification number(s) or password.

5.3 The Subscriber agrees that access to and usage of the Services is for its own business purposes only. The Subscriber shall use the Services solely in the capacity of an end-user, and shall not, without CrimsonLogic's prior written approval, reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services, information obtained through the Services, or use or access to the Services. The Subscriber shall not use the Services for the provision of outsourcing or service bureau-like services, without CrimsonLogic's express prior written permission. CrimsonLogic may agree to the Subscriber's use of the Services to provide such services at a separate charge.

5.4 The Subscriber warrants and represents that the Subscriber or its nominees are duly authorised to upload, submit, transmit or otherwise deal with all content, information and data provided by the Subscriber, and that all such

- content, information and data provided is true, accurate, current and complete.
- 5.5 The Subscriber agrees not to submit, upload or transfer any unauthorised files, codes (including but not limited to viruses), documents and information, in the course of using the Services.
- 5.6 The Subscriber undertakes not to use the Services for or to carry out any activity that may be prohibited under the laws of Singapore or under any other applicable law.
- 5.7 The Subscriber hereby authorises CrimsonLogic to deal with any data or information submitted by or to the Subscriber, in any manner, as CrimsonLogic deems necessary to carry out the Services.
- 5.8 The Subscriber agrees to render all reasonable assistance to CrimsonLogic, as CrimsonLogic may request from time to time.
- 5.9 The Subscriber agrees to at all times indemnify and hold harmless CrimsonLogic and its officers, employees and agents ("**those indemnified**") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from:
- (a) a breach by the Subscriber or its employees, agents or contractors of the terms of this Agreement; or
- (b) any wilful, unlawful or negligent act or omission on the part of the Subscriber or its employees, agents or contractors.
- 5.10 The Subscriber shall provide to CrimsonLogic the Subscriber's contact details (e.g. address, telephone number, fax number, e-mail) and shall promptly update CrimsonLogic from time to time on any change in such contact details. Where CrimsonLogic is to send any notification to the Subscriber under this Agreement, CrimsonLogic shall use reasonable efforts to do so at the Customer's contact details last provided to CrimsonLogic. CrimsonLogic shall not be liable if the Customer cannot be contacted through any one of the contact details after two (2) attempts made within a two (2) week period.
- 6. DATA MESSAGES AND ELECTRONIC RECORDS**
- 6.1 The Subscriber agrees that all Data Messages and Electronic Records to be sent through the Services will comply with all applicable legal requirements and such message requirements as CrimsonLogic may prescribe from time to time.
- 6.2 Unless otherwise specified by CrimsonLogic, the dispatch of a Data Message is for all purposes deemed to have occurred when the Data Message enters an Information System outside the control of the Originator or of any person who sent the data message on behalf of the Originator.
- 6.3 Unless otherwise specified by CrimsonLogic, the receipt of a Data Message is for all purposes deemed to have occurred when the Data Message enters an Information System or an electronic mailbox or similar system of the Addressee.
- 6.4 CrimsonLogic will not be responsible for any trouble or loss caused by disputes (i) between the Subscriber and a Service Provider or (ii) between a Subscriber and another Subscriber relating to the dispatch or receipt of Data Messages or Electronic Records.
- 6.5 The period between "dispatch" and "receipt", as specified in Clauses 6.2 and 6.3 above, is indispensable for CrimsonLogic for the conversion of format and transference of Data Message or Electronic Record etc. CrimsonLogic will not be responsible for any damage or loss caused by the occurrence of the said period.
- 6.6 Unless otherwise specified by CrimsonLogic, a Data Message or an Electronic Record is deemed to be dispatched at the place where the Originator has his place of business, and is deemed to be received at the place where the Addressee has his place of business. For the purpose of this paragraph:-
- (i) If the Originator or the Addressee has more than one place of business, the place of business is that which has the closest relationship to the underlying transaction or, where there is no underlying transaction, the principal place of business; or
- (ii) If the Originator or the Addressee does not have a place of business, reference is to be made to the habitual residence of the Originator or the Addressee.
- 6.7 If the Subscriber receives any Data Messages or Electronic Records addressed to another Subscriber or a third party which was wrongfully forwarded to him, he shall:-
- (i) notify, and return the Data Messages or Electronic Records to, the Originator through CrimsonLogic as soon as possible;
- (ii) destroy all copies of the Data Messages or Electronic Records afterwards and keep the contents of the Data Message confidential.
- 7. WRITING AND SIGNATURE REQUIREMENTS**
- 7.1 The Subscriber agrees that, to the maximum extent permissible by law:-
- (i) a Data Message or an Electronic

Record made and presented in accordance with CrimsonLogic's specified message requirements and procedures will in any event and for all purposes be treated and deemed the same as a document in writing with the same content.

- (ii) a Data Message or an Electronic Record with a Digital Signature made in accordance with CrimsonLogic's message requirements and procedures will in any event and for all purposes be treated and deemed the same as a document in writing physically signed by the party who made the Digital Signature with the same content.
- (iii) a Data Message or an Electronic Record, whether Digitally Signed or not, sent to or communicated with the Addressee through CrimsonLogic's Services will in any event and for all purposes be treated and deemed to have been physically delivered and communicated with the Addressee.

7.2 The Subscriber shall inform other relevant Subscribers through CrimsonLogic if the Subscriber is aware of any prohibition or restriction by the laws of any relevant jurisdiction, or any inconsistency with such laws, relating to any of the provisions specified in this Agreement or any contents of a Data Message or Electronic Record sent or received by it.

7.3 Upon the reasonable request of CrimsonLogic, for the purpose of any dispute resolution proceedings of whatever nature, the Subscriber shall do such necessary acts to perfect and give effect to the Data Messages or Electronic Records, whether digitally signed or not, including but not limited to reducing the contents thereof in writing and physically signing the written records so reduced, to certify that the original Data Message or Electronic Record was validly signed.

7.4 The Subscriber shall not challenge, and hereby waives all his rights (if any) to challenge, the validity or enforceability of any Data Messages, Electronic Records, or agreements or transactions concluded completely or partially through it on the grounds that they were in electronic form, sent electronically and/or the signature appended is only a Digital Signature.

7.5 Where the parties so agree, CrimsonLogic shall retain the Subscriber's digital signature certificate and shall be authorised by the Subscriber to Digitally Sign the Subscriber's Digital Signature on the Subscriber's behalf to such electronic documents as may be

authorised by the Subscriber. The Subscriber hereby indemnifies CrimsonLogic against any action or liability that may arise from CrimsonLogic's retention of the Subscriber's digital signature certificate and CrimsonLogic's authorised use of the Subscriber's Digital Signature.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 All intellectual property rights (including copyright and trade marks) contained in, relating to or in connection with the Websites and Services (including text, graphic, logos, icons, sound recordings and software) are owned by CrimsonLogic or our licensors. No materials provided through the Websites or Services, including text, graphics, compilations, computer programs, code and/or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted or hyperlinked in any manner and in any form without our express, prior written approval and the respective intellectual property owners.

## 9. TERMS OF PAYMENT

9.1 In consideration of the provision of the Services by CrimsonLogic, the Subscriber agrees as follows:

(i) The Subscriber shall make payment to CrimsonLogic of all applicable charges ("Charges") for the use of the Services, including but not limited to related technical support, in accordance with CrimsonLogic's rates and fees, as may be amended from time to time by CrimsonLogic. Notification of new rates and fees will be either posted on the Website or sent to the Subscriber via electronic or written means. Payment of Charges shall be in accordance with such payment modes as CrimsonLogic may prescribe from time to time. Payments by the Subscriber to CrimsonLogic shall be the full amount billed and free of any deduction of any nature whatsoever, including without limitation, deductions for bank charges, official fees, taxes or any other expense or charge incurred by the Subscriber.

(ii) Unless CrimsonLogic agrees otherwise in writing, if the Subscriber opts to make payments by any payment mode other than by direct debit, CrimsonLogic shall be entitled to request for a sum of money ("Advance Deposit") from the Subscriber to be placed on deposit with CrimsonLogic for the duration of this Agreement. The minimum amount for such Advance Deposit shall be as determined by CrimsonLogic from time to time in its sole discretion. CrimsonLogic shall be entitled to and the Subscriber hereby authorizes CrimsonLogic to deduct such monies from the Advance Deposit as shall be due and outstanding from time to time. Should such Advance Deposit fall below the specified minimum amount, the Subscriber shall top up the difference as soon as possible and in any case within two (2) weeks of notification by

- CrimsonLogic, and inform CrimsonLogic when such top up has been completed.
- (iii) If the Subscriber has submitted an authorisation form allowing for direct debit from a bank account designated by the Subscriber ("Designated Account"), CrimsonLogic shall be entitled to and the Subscriber hereby authorises CrimsonLogic to debit directly, without any notice, the Charges and other monies due to CrimsonLogic from the Subscriber's Designated Account.
- (iv) If collection of payment through direct debit is unsuccessful or if payment is not received by CrimsonLogic (whichever is the case), late payment interest will be imposed as provided in this Clause 9.1. The Subscriber will be informed of the unsuccessful collection or non-payment and requested to make available the funds and/or make any other arrangement deemed necessary with the bank within a specified time period ("Payment Period"). In direct debit cases, the Subscriber shall inform CrimsonLogic when they have completed the arrangement with the bank.
- (v) If CrimsonLogic does not receive any payment or notification as aforesaid from the Subscriber within the Payment Period, CrimsonLogic will suspend the Services provided to the Subscriber. If CrimsonLogic still does not receive any said payment or notification from the Subscriber or is unable to contact the Subscriber at his last known contact details within one (1) week from the Payment Period, CrimsonLogic shall be entitled to terminate this Agreement forthwith and the Subscriber will be de-registered as an authorised user of the Services. The above shall be without prejudice to the rights of CrimsonLogic in respect of the non-payment of the Charges and interest accrued thereon due from the Subscriber.
- (vi) The Subscriber shall notify CrimsonLogic of any discrepancies in the amounts charged within thirty (30) days of notification of any payable Charges, failing which the amount charged shall be deemed correct and the Subscriber shall not be entitled to dispute the same or bring any action or proceedings against CrimsonLogic in respect thereof.
- (vii) CrimsonLogic may impose a late payment interest of 1% per month or S\$5.00 per failed cycle of direct debit whichever is higher, on Charges that are unsuccessfully collected or outstanding from the due collection/payment date until actual collection/payment date.
- (viii) In direct debit cases, the Subscriber will bear all charges imposed by the relevant bank, including but not limited to charges in relation to maintenance of the Subscriber's account, all debits of payment (whether successful or unsuccessful), or overdrawn account. The Subscriber will also bear all charges incurred by CrimsonLogic in connection with the unsuccessful debit of payment from the Subscriber's bank account.
- (ix) The Subscriber shall be responsible for the printing of its bills which are made possible electronically as part of the Services. CrimsonLogic will not be sending invoices to the Subscriber for the Charges incurred in the use of the Services. Bills for ancillary services such as the Other Services will be rendered by CrimsonLogic on a case by case basis and payment terms will be as stated in each bill.
- (x) In the event that CrimsonLogic is compelled to commence any legal action to recover unpaid Charges, the Subscriber agrees that CrimsonLogic shall be entitled to claim legal costs on a full indemnity basis from the Subscriber.
- 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**
- 10.1 THE SERVICES AND ALL ANCILLARY SERVICES (INCLUDING BUT NOT LIMITED TO TRAINING AND TECHNICAL SUPPORT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CRIMSONLOGIC DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, TO THE EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 10.2 CrimsonLogic does not warrant that the Websites and Services will meet Subscriber's requirements or that the Websites and Services will be uninterrupted, timely, secure or error-free. CrimsonLogic does not warrant the security of any information transmitted over the Internet as no data transmission over the Internet can be guaranteed as totally secure. Accordingly, any document or information which is transmitted by the Subscriber, whether to CrimsonLogic or to any other party, is transmitted at Subscriber's own risk.
- 10.3 CrimsonLogic is not responsible for the availability, content or security of external websites or websites belonging to Service Providers which may be linked or integrated with the Websites. CrimsonLogic undertakes no liability, whether in contract, tort or otherwise for the acts, neglects and omissions of the Service Providers or other third parties, including without limitation third party providers of telecommunication, computer or internet services or for faults in or failures of their apparatus, equipment or systems.
- 10.4 CrimsonLogic shall not be liable to the Subscriber or any other party for any damages, loss, cost or expense suffered by the Subscriber or any other party as a result of:
- (i) an action brought by a third party even if such loss was reasonably foreseeable or CrimsonLogic has been advised of the possibility of the Subscriber or any other party suffering or incurring the same;

- (ii) the reliance on or use of any data, information, content or matter provided by the Service Provider via the Services or the accuracy, correctness or completeness thereof;
  - (iii) any errors, interruptions or other occurrence whatsoever arising out of any form of communications or other facilities not provided by CrimsonLogic;
  - (iv) any data or other information input, sent or received by or to the Subscriber or through the Services;
  - (v) any occurrence not due to CrimsonLogic's direct default.
- 10.5 In no event shall CrimsonLogic be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss.
- 10.6 The Subscriber shall indemnify and keep CrimsonLogic harmless against any damage or claim by any parties which may arise out of this Agreement and agree to notify such parties in writing that CrimsonLogic shall have no liability to them. In the event any claim is made by such parties against CrimsonLogic, the Subscriber shall take all steps to enforce its rights including but not limited to the institution of legal proceedings, if necessary, against such parties to restrain them from bringing such claims against CrimsonLogic.
- 10.7 CrimsonLogic shall not be responsible for any dealings (i) between the Subscriber and the Service Providers or (ii) between the Subscriber and another Subscriber whether or not such dealings are facilitated through the use of the Services.
- 10.8 The Subscriber agrees that it shall not bring any claims, actions or proceedings whatsoever against the Service Providers in respect of any damages, loss, cost and expense arising from the use or reliance on the data, information, content or matter provided by the Service Providers via the Website or Services.
- 10.9 CrimsonLogic shall have no liability to the Subscriber for any loss, damage, cost or expense arising from or in connection with this Agreement unless the Subscriber shall have served notice on CrimsonLogic within one (1) year from the date the event giving rise to the cause of action arose.
- 10.10 Neither party shall be responsible for failure to perform or fulfil its commitments under this Agreement if such failure is due to any other circumstances outside its control. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage.
- 10.11 CrimsonLogic shall not be held responsible for any failure to meet its obligations under this Agreement to the extent that such failure is attributable to the effects of any computer virus.
- 10.12 In any event, the liability of CrimsonLogic for loss, damage, cost or expense to the Subscriber, for any cause whatsoever and regardless of the form of action, whether in contract or in tort including negligence or otherwise, shall not exceed a total of the last three (3) months' payments by the Subscriber to CrimsonLogic.
- 11. GOVERNING LAW**
- 11.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The parties agree to submit to the exclusive jurisdiction of the courts of Singapore.
- 11.2 Recognizing the global nature of the Internet, the Subscriber agrees to comply with all local rules regarding online conduct, acceptable content and use of the Websites and the Services. Details contained on the Websites have been prepared in accordance with Singapore law and may not satisfy the laws of any other country. CrimsonLogic does not warrant that the details on the Website will satisfy the laws of any country other than Singapore.
- 12. TERMINATION OF ACCESS**
- 12.1 Either party may terminate this Agreement by thirty (30) days' prior written notice to the other party.
- 12.2 Upon termination, the Subscriber and its nominees shall immediately cease to use or access the Services.
- 12.3 Notwithstanding the foregoing, CrimsonLogic may cease immediately to provide the Services and to terminate this Agreement forthwith if (i) the Subscriber goes into liquidation or bankruptcy; or (ii) if the Subscriber breaches or fails to conform to any obligation in accordance with this Agreement; or (iii) as provided under Clause 9.1(v) of this Agreement.
- 12.4 Clauses 5.3 to 5.6, 5.9, 8, 10, 11, 12.4 and 13.1 shall survive the termination of this Agreement.
- 13. GENERAL**
- 13.1 The Subscriber shall not, in any litigation proceeding, challenge the admissibility as evidence or the accuracy of a data log or electronic record provided by CrimsonLogic in whatever form it may be presented.
- 13.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between CrimsonLogic and any Subscriber or Service Provider, nor constitute the appointment of CrimsonLogic as agent of any Subscriber or Service Provider.
- 13.3 A waiver of breach or default under this Agreement by CrimsonLogic must be in writing and shall not be a waiver of any other or subsequent default. Failure or delay by CrimsonLogic to enforce compliance with any

term or condition of this Agreement shall not constitute a waiver of such term or condition.

- 13.4 If any terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.
- 13.5 The Subscriber shall not assign this Agreement or any part thereof without the prior written consent of CrimsonLogic.
- 13.6 The Subscriber shall be deemed to have read this Agreement and agree to be bound by the terms hereof. This Agreement shall supersede all proposals, prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 13.7 No part of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act (Cap 53B) by a person who is not a party to it.

## TERMS & CONDITIONS OF SOFTWARE MAINTENANCE

This software maintenance agreement ("Agreement") governs the provision of maintenance and support services by CrimsonLogic to the Customer in respect of the Software. This Agreement does not change or supersede any term of the End User License Agreement for the Software except to the extent it is explicitly varied.

In consideration of the obligations described herein, the Parties agree as follows:

### 1. Definition of Terms

1.1 The following word and expressions shall have meanings hereby assigned to them except where the context otherwise requires:

"Commencement Date" means the date stated in the Application Form for Tradeweb™ Services;

"CrimsonLogic" means CrimsonLogic eTrade Services Pte Ltd;

"Customer" means the party whose name appears on the Application Form for Tradeweb™ Services and who has licensed the Software.

"Maintenance Charges" means the sum payable for each year for every copy of the Software used by the Customer;

"Maintenance Services" means the maintenance and support services provided by CrimsonLogic to the Customer pursuant to this Agreement in respect of the Software;

"Software" means the Tradeweb™ suite of software programs supplied by CrimsonLogic as described in the Application Form for Tradeweb™ Services and includes the associated media, printed materials and documentation and any updates;

"Upgrade" means and includes:

- (i) any enhancements and improvements to the Software that are released by CrimsonLogic from time-to-time; and/or
- (ii) any patches and/or bug-fixes that will become part of the Software when released.

### 2. Duration and Scope

2.1 This Agreement shall be effective initially for a period of one (1) year from the Commencement Date and shall automatically be renewed for successive one-year periods after the end of each year until terminated in accordance with the termination provisions stated herein.

2.2 Where more than one copy of the Software is supplied by CrimsonLogic and is to be governed by this Agreement, the Agreement shall be effective for each individual copy of the Software.

### 3. Maintenance Services

3.1 CrimsonLogic shall provide the Maintenance Services for the Software to ensure that its functions will perform in accordance to its specifications.

3.2 CrimsonLogic shall be entitled to charge a separate fee for any Upgrade provided to the Customer, in which case the Customer shall provide a suitable computer system environment.

3.3 CrimsonLogic is not obliged to provide training for the Customer on the functions of the Software.

3.4 The Maintenance Services shall consist of:

- a. Telephone and remote diagnosis support up to 4 hours per month;
- b. Support for program malfunction arising from software errors;
- c. Exchange of defective media supplied by Crimsonlogic;
- d. Software error corrections for the current version of the Software.

3.5 The basic period of Maintenance Services is from local time 0900 to 1700 hours from Mondays through Fridays, excluding public holidays, unless otherwise stated by CrimsonLogic. Maintenance Services will be provided through email and telephone. Onsite support is not included as part of the Maintenance Services and is subject to separate charges which will be provided upon request.

3.6 The Maintenance Services to be provided by CrimsonLogic excludes data files and shall be limited to only the Software and shall be provided on condition that the Customer has not:

- a. made any modification to the Software; or
- b. linked or integrated any other software to the Software.

3.7 The Maintenance Services shall not include any correction of any fault due to the Customer's neglect or misuse of the Software or its failure to operate the Software in accordance with CrimsonLogic's documentation or for purposes for which it was designed, or any fault due to reasons beyond CrimsonLogic's control.

3.8 If the malfunction is deemed to be through no fault of CrimsonLogic, an hourly service charge will be imposed based on CrimsonLogic's standard rates for services rendered over and above what is stated in the above Maintenance Services coverage.

#### **4. Terms of Payment**

4.1 The non-refundable Maintenance Charges shall be paid by the Customer in advance at the beginning of every maintenance year.

4.2 The Maintenance Charges and any hourly service charges or other charges shall not include Goods and Services Tax or any other duties or taxes in respect of such sums. Any such Goods and Service Tax, duties or taxes shall be payable by the Customer in addition to the aforesaid charges and in the manner and at the rate from time to time prescribed by law. All payment shall be made via electronic GIRO, unless otherwise stated.

4.3 CrimsonLogic reserves the right to withhold Maintenance Services to the Customer under this Agreement until full payment of the Maintenance Charges is received.

4.4 The Maintenance Charges are subject to change by CrimsonLogic upon two month's written notice to the Customer and will become effective on the date specified in the notice.

#### **5. Termination of Agreement**

5.1 This Agreement may be terminated by either party by giving one (1) month written notice of its intention to terminate before the expiry of a maintenance year.

5.2 Notwithstanding the above, CrimsonLogic reserves the right to cease immediately to provide the Maintenance Services and to terminate this Agreement forthwith if:

- (i) the Customer fails to pay the Maintenance Charges within thirty (30) days after such amount becomes due; or
- (ii) should the Customer go into liquidation or bankruptcy or should the Customer fail to conform to any obligation in accordance with this Agreement; or
- (iii) the license of the Software expires or is terminated for whatever reason.

5.3 Upon termination of this Agreement, the Customer shall cease using the Software and delete or destroy the Software together with all copies, modifications and documentation.

#### **6. Warranty**

6.1 Except for any warranty explicitly provided herein, all other warranties that the Software is free from errors, bugs or other defects or is fit for any particular purpose or any other implied warranties are hereby expressly excluded.

#### **7. Limitation of Liability**

7.1 CrimsonLogic shall not be held liable for any indirect or consequential damages, including but not limited to loss of profits or for any claim made on the Customer by any other party, even though CrimsonLogic may have been notified of such damages or claims.

7.2 In any event, the liability of CrimsonLogic for loss, damage, cost or expense to the Customer, for any cause whatsoever and regardless of the form of action, whether in contract or in tort including negligence or otherwise, shall not exceed in aggregate the total amount of the Maintenance Charges paid by the Customer in the year in which the cause of action arose.

#### **8. Force Majeure**

8.1 Neither party shall be responsible for failure to perform or fulfill its commitments under this Agreement if such failure is due to any other circumstances outside its control. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage.

**9. Applicable Law**

9.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose. The parties hereby agree to submit to the exclusive jurisdiction of the Singapore Courts.

**10. General**

10.1 The Customer shall not, without the prior written consent of CrimsonLogic, assign this Agreement or any part hereof, to any other party.

10.2 CrimsonLogic reserves the right to add or modify any or all of the terms and conditions herein at its discretion. Amendments to this Agreement will be effective after thirty (30) days have passed from the date of posting on the website, <http://www.crimsonlogic-etrad.com>. It is the Customer's responsibility to check the website from time to time for amendments to this Agreement. By using or continuing to use the Software at any time after thirty (30) days have passed from the date any amendments are posted on the website, the Customer is deemed to have agreed to be bound by the terms and conditions of this Agreement as amended.

10.3 This Agreement shall supersede all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

10.4 This Agreement does not grant or confer any rights or benefits on or to any third parties and the Contracts (Rights of Third Parties) Act (Cap 53B) shall not apply to this Agreement.

# TRADEWEB™ DESKTOP/ENTERPRISE/INTEGRATOR

## CRIMSONLOGIC END USER LICENSE AGREEMENT

This End-User License Agreement (“EULA”) is a legal agreement between you and CrimsonLogic eTrade Services Pte Ltd (“CrimsonLogic”) for the use of TRADEWEB™ suite of software products stated above which includes the relevant computer software and associated media, printed materials and documentation (“Software”).

The Software is intended to facilitate your use of the TradeNet? System. The Software may also include any updates and supplements to the original Software provided to you by CrimsonLogic. Any product provided along with the Software that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Software. As soon as you have agreed to be bound by the terms and conditions of this EULA, the Software will be automatically installed onto the hard drive of a computer system owned by you or any other approved portable device (“your Computer”). Once installed, the Software will reside on your Computer until removed or deleted.

By clicking on the “AGREE” button below, you will indicate your acceptance of these terms and conditions, at which point this EULA shall become a legally binding agreement between you and CrimsonLogic.

### 1. DEFINITIONS

1.1 For this EULA the following terms are defined as below:

- (a) **“Confidential Information”** means CrimsonLogic’s confidential information and shall include:
  - (i) information relating to the TradeNet? System;
  - (ii) know-how, trade secrets and such other information embodied in the Software, but excludes any information that is publicly available other than as a result of any breach of confidentiality obligations by a party;
- (b) **“TradeNet? System”** means the electronic trade clearance system developed and operated by CrimsonLogic Pte Ltd;
- (c) **“Data”** means any data, information or files to be entered, uploaded, received to or from the TradeNet? System;
- (d) **“Party”** means either CrimsonLogic or you as the context dictates and “Parties” mean both;
- (e) **“User ID”** means identification code given to you, which in combination with the password gives access to the TradeNet? System.
- (f) **“Intellectual Property Rights”** means copyright, trade mark, design, patent, semiconductor or circuit layout rights;
- (g) **“Licensed Use”** means using the Software for your internal business purposes only. Licensed Use does not include any right to use or reproduce the Software or any product created as a result of the use of the Software for any sublicensing, resale or distribution arrangement, including without limitation, operation on a time sharing or service bureau basis or distributing the Software as part of an ASP, VAR, OEM, distributor or reseller arrangement;
- (h) **“you”** means an individual or a single entity, body corporate, unincorporated association and partnership.

### 2. GRANT OF LICENSE

2.1 Subject to your agreement to the terms and conditions set forth in this EULA, CrimsonLogic grants to you a non-exclusive and non-transferable license, with no right to grant sublicenses, to:

- (a) install one (1) copy of Software onto the hard drive of your Computer, solely in machine-executable form;
- (b) use the Software to access TradeNet? System on your Computer;

in each instance, solely for the Licensed Use and not for any other purpose (including, without limitation, any act of electronic or physical distribution, making available, performance or broadcast), and in accordance with the terms and other conditions set forth in this EULA.

2.2 If you wish to use the Software on more than one computer at the same time, you may make an additional copy upon receipt of written consent from CrimsonLogic and upon payment of an additional fee.

### 3. YOUR OBLIGATIONS

3.1 You hereby undertake the following obligations:

- (a) to not copy, reproduce, translate, adapt, vary or modify the Software, create derivative works, enhancements, decompile, reverse engineer or disassemble the Software, in whole or in part, except as expressly authorized by this EULA;
- (b) to not distribute, share through any information network, transfer, sell, lease or rent the Software to any other person, in whole or in part;
- (c) to supervise and control the use of the Software in accordance with the terms of this license;
- (d) to ensure your employees, sub-contractors and other agents who have authorised access to the Software are made aware of the terms of this EULA;

- (e) to not place the Software on the Internet or any similar network or network service or enter into any reseller, distribution or third party arrangements for such distribution as, but not limited to electronic, on line, subscription, "fee for service" or general, uncontrolled availability to the public;
- (f) to not allow a greater number of users to access the Software at any one time than the total number of licenses for which you have paid;
- (g) to not alter, remove or obscure any proprietary legend, copyright or trademark notice contained in or on the Software;
- (h) to maintain the confidentiality of your User ID and password. You are responsible for all uses of your User ID, whether or not actually or expressly authorized by you.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

All title to, and Intellectual Property Rights in the Software are and shall remain owned and/or controlled by CrimsonLogic and/or its licensors. CrimsonLogic reserves all rights in the Software not specifically granted to you under this EULA.

#### **5. LIMITED WARRANTY**

- 5.1 For a period of 90 days from the date of installation of the Software, CrimsonLogic warrants that the Software will perform in accordance with such functional specifications thereof as stated in any documentation issued by CrimsonLogic in connection with the Software.
- 5.2 Subject to the aforesaid, CrimsonLogic makes no warranty, expressed or implied, that the Software is free from errors, bugs or other defects or is fit for any particular purpose or any other warranties which are hereby expressly excluded.
- 5.3 You accept all risks that may arise from downloading the Software, including but not limited to any damage to your Computer, errors in transmission or corruption or loss of existing data or software.

#### **6. LIMITATION OF LIABILITY**

In no event shall Crimsonlogic be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort (including negligence) or otherwise including (without limitation) loss of production, loss of Data, loss of business, loss of profits or of contracts loss of operation time loss of management time and loss of goodwill or anticipated savings, even if Crimsonlogic has been advised of their possibility. In any case the entire liability of Crimsonlogic under this EULA shall be limited to the Software installation charges paid by you for the Software.

#### **7. DISCLAIMER**

- 7.1 You grant CrimsonLogic and all other persons or entities involved in the operation of the TradeNet? System the right to receive, transmit, monitor, retrieve and store the submitted information including but not limited to personal information and information which may be privileged and confidential under applicable laws. CrimsonLogic does not assume any responsibility or liability for any information you submit to the TradeNet? System or any third parties' use of information transmitted or received using the Software.
- 7.2 The Software may contain portions of third party applications and /or software. Your use of third party software shall be governed by and subject to you agreeing to the terms of separate software licenses, if any, for those products or services. Any third party products or services that are provided with CrimsonLogic products and services are provided "as is". CrimsonLogic makes no representation, warranty or guarantee whatsoever in relation to the third party products or services and CrimsonLogic assumes no liability whatsoever in relation to the third party products and services even if CrimsonLogic has been advised of the possibility of such damages or can anticipate such damages.

#### **8. DAMAGES ARISING OUT OF YOUR ACTIONS**

You shall defend and hold CrimsonLogic harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of the your use of the Software, negligent or wrongful acts, violation of any applicable laws or regulations, and/or your breach of any provision of this EULA.

#### **9. UPDATES TO THE SOFTWARE**

CrimsonLogic may from time to time provide you with updates of the Software in a manner that CrimsonLogic deem to be appropriate. All such updates shall be deemed to be part of the Software for all purposes hereunder. CrimsonLogic shall not be liable for any loss or damage caused by reason of your failure to install any such update or your failure to do so in the manner instructed.

#### **10. CONFIDENTIALITY**

You shall not, without prior written approval of CrimsonLogic, use the Confidential Information for purposes other than for the use of the Software in accordance with the terms of this EULA.

## 11. EXPIRATION AND TERMINATION

- 11.1 The rights granted to you hereunder to use the Software are conditional upon your continued subscription to the maintenance of the Software by paying the applicable maintenance charges to CrimsonLogic. Your rights hereunder to use the Software shall expire immediately, without notice from CrimsonLogic, in the event you do not renew the maintenance of the Software.
- 11.2 Without prejudice to any clause hereunder, CrimsonLogic shall terminate this EULA immediately, without notice in the event that you: (i) fail to comply with any provision of this EULA, (ii) fail to renew the maintenance subscription of the Software, or (iii) file a voluntary petition or are subject to an involuntary petition under applicable bankruptcy laws, are declared insolvent, make an assignment for the benefit of creditors, or are served with a writ of attachment, writ of execution, garnishment or other legal process pertaining to any of your assets or property.
- 11.3 Upon the expiration or termination of this EULA, you shall immediately remove the Software from your Computer and delete or destroy it. If so requested, you shall certify to CrimsonLogic in writing that such actions have been taken upon termination.
- 11.4 Articles 4 (Intellectual Property Rights), 6 (Limitation of Liability), 7 (Disclaimer), 8 (Damages Arising Out Of your Actions), 10 (Confidentiality), 11 (Expiration and Termination), 13 (Governing Law), and 14 (General) shall survive and remain in full force and effect following the expiration or termination of this EULA.

## 12. AMENDMENT TO THIS EULA

CrimsonLogic reserves the right to amend the terms and conditions of this EULA from time to time. Amendments to this EULA will be effective after thirty (30) days have passed from the date of posting on the website, <http://www.crimsonlogic-etrade.com>. IT IS YOUR RESPONSIBILITY TO CHECK THE WEBSITE FROM TIME TO TIME FOR AMENDMENTS TO THIS EULA. BY USING OR CONTINUING TO USE THE SOFTWARE AT ANY TIME AFTER THIRTY (30) DAYS HAVE PASSED FROM THE DATE ANY AMENDMENTS ARE POSTED ON THE WEBSITE, YOU REPRESENT THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AS AMENDED.