

ASIAN BUSINESS SOFTWARE SOLUTIONS

TERMS OF USE FOR SOFTWARE

Last Updated: 1st August 2024

- WELCOME
 - Welcome to the website of Asian Business Software Solutions ("ABSS, "we", "us" or "our").
 - The website of ABSS, along with its other related websites accessible through the website of ABSS is published and maintained by ABSS and its subsidiaries and/or related entities (collectively, "Affiliates").
- IMPORTANT NOTES
 - Related Websites: when accessing any related website through the ABSS website, please be aware that the related website may have its own terms of use that are specific to that website.
 - Free Trial Registration: If you register for a free trial of the Software (as described below), the applicable provisions of this Agreement will also govern that free trial.

1. INTRODUCTION

1.1 Agreement Overview

1.1.1 The terms of use set forth herein, along with any additional terms found on any related website (collectively, "Agreement" or "Terms of Service"), establish the basis upon which ABSS provides access to its websites, applications, products and services to the person or entity (collectively, "Customer", "user", "you", or "your").

1.1.2 ABSS and Customer are each referred to as a "Party" and collectively as the "Parties."

1.2 Advice

1.2.1 The Customer must read and understand these Terms of Service. By accessing the Software, the Customer acknowledges and agrees to be bound by these Terms of Service.

1.3 Eligibility

1.3.1 If you are entering into this Agreement on behalf of a company, you affirm that you have the authority to bind the company you represent to these Terms of Service.

2. SOFTWARE AND SERVICES

2.1 Software

2.1.1 ABSS shall provide the Customer with access to the Software, including all functionalities, features, reports, records, and other deliverables generated through the Software for download or installation.

2.2 Services

2.2.1 In addition to providing the Software, ABSS shall offer specific support to the Customer as part of this Agreement (collectively, the "Services").

2.2.2 ABSS shall provide Customer support Services via email, live chat, and phone, aimed at resolving general issues relating to the Software, in accordance with the applicable conditions and procedures outlined on the ABSS website.

2.2.3 ABSS provides the Services exclusively for the most recent release of the software. To ensure full and access to these Services, customers are advised to update, upgrade, and maintain their access to the latest Software version.

2.3 Updates and Upgrades

2.3.1 ABSS will endeavour to update and upgrade the Software as updates and upgrades become available and are reasonably practical to implement. The timing and process for such updates and upgrades will remain at the sole discretion of ABSS.

3. TERM OF AGREEMENT

3.1 This Agreement shall become effective on the earlier of:

- (a) the date of registration as part of the ABSS registration process; or
- (b) the date of acceptance of these Terms of Service by Customer.

3.2 This Agreement shall continue until terminated by either Party in accordance with the provisions herein ("Agreement Period" or "Agreement Term").

4. ACCEPTANCE OF TERMS OF SERVICE

4.1 Registration and Acceptance

4.1.1 By registering with ABSS or accessing the Software, the Customer agrees to be bound by this Agreement and to comply with these Terms of Service, as well as all other rules, policies, and procedures on the ABSS website.

4.2 Compliance

4.2.1 Failure to agree with or comply with this Agreement will result in the immediate termination of access to and use of the Software.

5. MODIFICATIONS TO TERMS OF SERVICE

5.1 Notice of Modifications

5.1.1 ABSS reserves any and all right to amend or change (modifications) the terms and conditions of this Agreement at its own discretion and at any time by posting modifications on the ABSS website and the modifications become immediately effective upon posting. Customer can verify modifications by checking the "Last Updated" date of these Terms of Service.

5.2 Acceptance of Modifications

5.2.1 The continued use of the Software and the Services by the Customer constitutes its acceptance of the terms as modified in the Agreement.

5.3 Non-Acceptance Option

5.3.1 If Customer does not agree to the modified Agreement, Customer must discontinue use of the Software.

6. INFORMATION

6.1 Accuracy Disclaimer

6.1.1 The information, materials, and content accessible through the Software or provided on the ABSS website ("Information") are believed to be reliable when posted. However, ABSS cannot guarantee the accuracy, completeness, or timeliness of the Information at all times.

7. REGISTRATION AND SECURITY

7.1 Registration Requirements

7.1.1 To use the Software, Customer must register with ABSS and create an account ("ABSS Account"). Customer agrees to provide true, accurate, current and complete details about the Customer that ABSS requires during the registration process and to keep this information updated.

7.1.2 Until Customer has submitted, and ABSS has reviewed and approved, the Customer's ABSS Account will be available to the Customer on a preliminary basis only, and ABSS may terminate the Agreement at any time and for any reason.

7.1.3 Failure to register or activate the Software, may result in limited functionality, complete inoperability of the Software, or a termination or suspension of the access and usage of the Software.

7.2 Username and Password

7.2.1 During registration, the Customer will select a username and password for the creation of the Customer's ABSS Account to secure access and usage of the Software. It is Customer's responsibility to keep Customer's log-in credentials including its username and password secure and confidential.

7.2.2 Customer must promptly notify ABSS of any unauthorised use of Customer's username or password or security breaches.

7.3 Verification and Access

7.3.1 ABSS may use the information provided by the Customer during registration to verify other details that the Customer provides.

8. ACCOUNT

8.1 Account Activation

8.1.1 Upon activating the Customer's ABSS Account, the Customer shall have access to the functionalities, features, or services of the Software.

8.2 Security Procedures

8.2.1 The Customer must not share, distribute, or allow third parties to access their ABSS Account credentials.

8.2.2 The Customer is solely responsible for maintaining the confidentiality of its ABSS Account information, including usernames and passwords.

8.2.3 ABSS may implement additional security procedures for the Customer's ABSS Account and prescribe other security procedures applicable to the Software, which the Customer must comply with.

8.3 Unauthorized Disclosure

8.3.1 The Customer must not disclose their ABSS Account information to any other party. The Customer is fully responsible for any unauthorized use and all activities under its ABSS Account.

8.4 Account Responsibility

8.4.1 Customer shall, in its sole responsibility, maintain the confidentiality of the Customer's ABSS Account (including any usernames and passwords) and shall not at any time disclose, provide, distribute or share, or enable the provision, distribution or sharing of its ABSS Account credentials and information to any other party.

8.4.2 Customer shall be fully responsible for any disclosure or unauthorised use thereof and for all activities that occur under Customer's ABSS Account, whether performed by its employees, or a third party.

8.4.3 If Customer believes that the security of the Customer's ABSS Account information has been compromised, Customer shall forthwith notify ABSS.

8.5 Liability for Account Use

8.5.1 ABSS and its Affiliates are not responsible for unauthorized access and use of the Customer's ABSS Account, except where caused by ABSS's breach of this Agreement.

8.5.2 ABSS shall not be responsible or liable for any loss caused to or damage incurred or suffered by Customer or any person by reason of or arising from or as a consequence of any use of the Customer's ABSS Account information, performing any transactions, and/or Customer's failure to comply with this Clause 8.

8.6 ABSS Access

8.6.1 The Customer consents to ABSS personnel accessing its ABSS Account for maintenance, improvement, or technical/billing support purposes.

9. FREE TRIAL USAGE

9.1 Free Trial Availability

9.1.1 ABSS may offer access to the Software on a trial basis free of charge, ("Free Trial" or "Trial Subscription").

9.2 Commencement and Termination

9.2.1 The Free Trial period begins upon registration and concludes on the earliest of the following:

- (a) the expiration of a period ranging from seven (7) to thirty (30) days, depending on the product type, or any other duration specified by ABSS ("Trial Period");
- (b) the expiration date expressly communicated by ABSS during the registration process;
- (c) the date on which the Customer completes a transaction or purchases the Software.

9.3 Limitations and Restrictions

9.3.1 During the Free Trial:

- (a) Customer is granted temporary access to the Software for evaluation purposes only;
- (b) usage may be subject to limitations and restrictions outlined by ABSS;
- (c) ABSS reserves the right to terminate the Free Trial without notice at any time for any reason.

9.4 Access

9.4.1 ACCESS TO THE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND DURING THE FREE TRIAL.

9.5 Conversion to Paid Subscription

9.5.1 Upon expiration of the Free Trial, continued usage of the Software by Customer requires the purchase of the Software.

10. PAID SUBSCRIPTION

10.1 License Grant

10.1.1 Subject to your compliance with the terms of this Agreement and payment of the relevant Fees for the Software, ABSS grants you a non-exclusive, non-sublicensable, and non-transferable right to use the Software on any compatible device owned by Customer during the Agreement Period, solely for Customer's internal business purposes. All other rights not expressly granted to Customer are reserved by ABSS.

10.2 Access and Services

10.2.1 Customer's access to the Software and the Services depends on the level of access the Customer selects. Customer may change or discontinue the Customer's ABSS Account at any time. ABSS reserves the right to modify, suspend or terminate access to the Software and the Services at any time for any reason without notice or refund. ABSS also reserves the right delete all programs and data files associated with Customer's ABSS Account and/or other information the Customer has on the Software.

10.2.2 ABSS shall grant to Customer rights to access and use the Software and the Services according to the terms and conditions of this Agreement.

10.3 Subscription Availability and Rights

10.3.1 ABSS hereby grants to the Customer, a non-exclusive, non-transferable right to access and use the Software, subject to the terms and conditions of this Agreement ("Subscription"). The Subscription shall commence upon the effective date of registration as specified herein.

10.3.2 Unless otherwise stipulated in this Agreement, each Subscription shall have a minimum duration of one (1) month and a maximum duration of twelve (12) months, commencing from the date the Customer subscribes to the Software ("Subscription Term").

10.3.3 Should it become necessary for ABSS to adjust the commencement date of the Subscription Term, ABSS reserves the right, at its sole discretion, to either modify the Subscription Term to commence from the revised starting date or to shorten the Subscription Term.

10.3.4 Upon the expiration or termination of the Subscription Term, the Customer shall immediately discontinue all use of the Software. Following the expiration or termination, the Software may automatically transition into a read-only mode for a period not exceeding sixty (60) days, after which ABSS reserves the right to permanently delete any data associated with the Software without prior notification to the Customer.

10.4 Scope of Usage Rights

- 10.4.1 ABSS grants Customer the right to use Software that the Customer subscribes solely:
- (a) for Customer's own internal business use;
 - (b) in the territory where Customer obtains the Software from ABSS or its authorised reseller or as otherwise stated in the registration protocol (Territory);
 - (c) during the Subscription Term; and
 - (d) in a manner consistent with the terms of this Agreement.

10.5 Usage Limits of the Software

10.5.1 The Customer's use of the Software is subject to the usage limits outlined on the ABSS website. If the Customer exceeds these usage limits, the Customer may choose to activate additional usage online through their account settings or via the online platform.

10.6 Compliance with Terms

10.6.1 Customer may access and use the Software only in compliance with these Terms of Service and according to the instructions provided by ABSS. Customer must use the Software lawfully and adhere to all applicable laws, rules, and regulations.

10.7 Ongoing Access to the Software

10.7.1 To maintain ongoing access to a Subscription, the following conditions must be met:

- (a) ABSS or its authorized reseller must receive timely payment for the subscription; and
- (b) the Customer must agree to the subscription terms and any other applicable terms and conditions available on ABSS's website at the time of subscription.

10.7.2 In the event that ABSS does not receive the recurring subscription payment or is unable to validate the Customer's right to access and use the Software, the Software may become inactive without further notice until such time as payment is received or the license is validated.

11. PRICING AND FEES

11.1 Pricing Information

11.1.1 Pricing information and payment rates for the Software are accessible on the ABSS website.

11.1.2 ABSS does not warrant the accuracy or reliability of prices displayed on the ABSS website and reserves the right to modify pricing at any time. In the event of any price revisions, ABSS shall provide Customer with reasonable notice prior to such changes taking effect, or a longer period if required by applicable law.

11.2 Pricing Fees and Usage

11.2.1 All fees payable by the Customer for the Subscription to the Software ("Fees" or "Subscription Fees") shall be paid in the designated currency specified on the ABSS website for the relevant jurisdiction or location where the Software is subscribed by the Customer.

11.2.2 Customer's access to and usage of the Software and the Services is subject to Customer's due and timely payment of the Fees prescribed by ABSS.

11.2.3 All Fees shall be paid by the payment method prescribed. All Fees payable by Customer under this Agreement shall be paid in full and in advance without any deduction, set-off or refund (even in cases of early termination or unavailability of the Software).

11.3 Tax Responsibility

11.3.1 All Fees payable are inclusive of sales, value-added, or other similar taxes imposed by applicable law that the Customer must pay in relation to the Subscription and Services ordered or subscribed, with the exception of taxes based on income.

12. PAYMENT

12.1 Payment Terms

12.1.1 The Fees for the Software and Services are due and payable in full upon completion of the registration process by the Customer. The Customer shall provide ABSS with complete and accurate billing and contact information for invoicing purposes.

12.2 Payment Method

12.2.1 Payments must be made electronically to an account designated by ABSS.

12.3 Non-Cancellable Obligations

12.3.1 All payment obligations under this Agreement are non-cancellable, and all payments made are non-refundable.

12.3 Non-Payment Consequences

12.3.1 In the event of non-payment or payment default, the Software may automatically enter a read-only mode for a period of sixty (60) days. Following this period, all data associated with the Software may be deleted without further notice.

13. SUSPENSION

13.1 Grounds for Suspension

13.1.1 ABSS may suspend Customer's right to access or use the Software and Services immediately upon notice to Customer if ABSS in its sole discretion determines that Customer use of the Software:

- (a) poses a security risk to the Software;
- (b) may adversely impact the Software or the systems or the data of any other clients;
- (c) may subject ABSS, its resellers, employees, officers, directors, contractors, other representatives or any third party to liability;
- (d) may be unauthorised, fraudulent, or illegal; or
- (e) is in breach of this Agreement.

13.2 Effects of Suspension

13.2.1 If ABSS suspends Customer's right to access or use the Software or Services in accordance with this provision, Customer shall remain responsible for all Fees and charges.

13.3 ABSS shall have no liability for any damage, liabilities, losses, or any other consequences that Customer may incur as a result of a suspension.

14. TERMINATION

14.1 Termination by ABSS For Convenience

14.1.1 ABSS may terminate this Agreement at its sole and absolute discretion for convenience by providing a thirty (30) days written notice in advance to the Customer.

14.2 Termination by ABSS for Cause

14.2.1 Without prejudice to any other rights or remedies, ABSS may terminate the Subscription or this Agreement automatically without liability and with immediate effect if the Customer:

- (a) fails to comply with the terms of this Agreement;
- (b) fails to pay the Fees;
- (c) voluntarily files a petition under bankruptcy or insolvency law, has a receiver or administrative receiver appointed over it or any of its assets, passes a resolution for winding-up, or a court of competent jurisdiction makes an order to that effect;
- (d) becomes subject to an administration order, enters into any voluntary arrangement with its creditors;
- (e) ceases or threatens to cease to carry on business; or
- (f) is subject to any analogous event or proceeding in any applicable jurisdiction.

14.3 Notice of Termination

14.3.1 Termination will be effected immediately upon ABSS advising the Customer, via electronic mail to the last known e-mail address of the Customer on record with ABSS, that the Agreement is terminated.

14.4 Effects of Termination

14.4.1 Upon termination of Customer's Subscription or this Agreement for any reason whatsoever, Customer shall immediately cease all use of the Software, including all copies thereof and any associated Services.

14.4.2 Notwithstanding the termination of this Agreement, the Software may remain accessible in a read-only mode for a period not exceeding sixty (60) days following the effective date of termination.

14.4.3 ABSS shall have no obligation to retain any data belonging to the Customer following termination of this Agreement. The Customer acknowledges that all such data may be automatically deleted by ABSS without further notice.

14.4.4 In the event of termination, the Customer shall not be entitled to any refund of any Fees paid under this Agreement.

15. OWNERSHIP AND PROPERTY RIGHTS

15.1 The Software is protected by copyright and other intellectual property laws and international treaty provisions.

15.2 Customer acknowledges that:

- (a) all intellectual property rights in the Software belong to ABSS;
- (b) the Customer has no rights in, or to, the Software other than the right to use them in accordance with the terms of this Agreement;
- (c) the Customer has no right to have access to the Software in source code form.

16. CONFIDENTIAL INFORMATION

16.1 ABSS and Customer shall use the same care and discretion, but in no event less than reasonable care and discretion, to prevent disclosure, publication or dissemination of any information made available by the one Party to the other from time to time or which either Party specifies is confidential (Confidential Information) as it employs with similar information of its own; and shall not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except as required by law and regulation.

17. DATA PROTECTION

17.1 Each Party undertakes to comply with its respective obligations under the Personal Data Protection Act 2012 (PDPA) ("Act") as applicable to data and any associated information that it controls or processes as part of, or in connection with its use or provision of the Software.

17.2 Specifically, but without limitation, Customer must comply with the Act as it relates to personal or customer data including any other associated information (collectively, "Data") that Customer stores, transfer or adds to the Software using its system, for which ABSS has no responsibility or liability.

17.3 ABSS in the normal course of providing the Software and the Services under this Agreement, may use the Data to help facilitate in the performance of its obligations related to the Software and the Services.

17.4 ABSS shall consider all Data and interactions with the Software provided by the Customer to be authentic and to have been provided or carried out by Customer without further inquiry or investigation.

18. INDEMNIFICATION

18.1 Customer agrees to indemnify, defend and hold ABSS and all of its agents, directors, employees, information providers, licensors and licensees, officers and Affiliates (collectively "Indemnified Parties") harmless from and against any and all liability and costs (including, without limitation attorneys' fees and costs), incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Service of the foregoing representations, warranties and covenants.

18.2 Customer shall cooperate as fully as reasonably required on ABSS's defence of any such claim. ABSS reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and you will not in any event settle any matter without the written consent of ABSS.

19. LIMITATION OF LIABILITY

19.1 In no event will ABSS be liable to the Customer for any indirect, incidental or consequential damages, or loss of profit, even if ABSS has been advised of the possibility of such damages.

19.2 ABSS's aggregate liability to the Customer for any other loss or damage arising from from or in connection with this Agreement, regardless of the cause or form of action, shall not exceed the the total amount of Fees paid by the Customer to ABSS for the one (1) month to twelve (12) month period immediately preceding the date on which the event giving rise to the liability occurred.

20. DISCLAIMER AND WARRANTIES

20.1 Disclaimer

20.1.1 The Software IS PROVIDED on an "AS-IS" basis. ABSS does not warrant, guarantee, or make any representation regarding the use or the results of the use of the Software in terms of correctness, accuracy, reliability, timeliness, or otherwise.

20.1.2 ABSS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE PRODUCTS OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT YOU HAVE NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT HEREIN.

20.2 Warranties

20.2.1 To the fullest extent allowed by law, ABSS's warranty provided under this Agreement is exclusive and in lieu of all other warranties, terms and conditions, express or implied either in fact or by operation of law, statutory or otherwise, including, but not limited to any warranties of quality, fitness for a particular purpose, accuracy of information generated, title and non-infringement, all of which are disclaimed.

20.2.2 The Company does not warrant that the Software or Services will meet Customer's requirements or that the operation of the Software or Services will be uninterrupted or error-free. These disclaimers constitute an essential part of this Agreement.

21. NOTICES

21.1 ABSS may provide notifications electronically, whether these are required by law or are for marketing or other business-related purposes, to Customer via email, or through posting of such notice on our ABSS website, as determined by us in our sole discretion.

21.2 Customer agrees that all agreements, notices, disclosures and other communications that ABSS provides to Customer electronically satisfy any legal requirement that such communication be in writing.

22. GENERAL PROVISIONS

(A) Entire Agreement

This Agreement and all attached schedules and appendices referred to, if any, constitute the entire agreement between the Parties regarding its subject matter and all prior arrangements, understandings and agreements, both oral and written, between the Parties on this subject matter are cancelled, replaced and superseded by this Agreement.

(B) Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Singapore without regard to its conflicts of law principles and the Parties agree to submit to exclusive jurisdiction of the courts in Singapore over any claim or matter arising under or in connection with this Agreement.

(C) Relationship

(i) This Agreement will not be construed to create an association, joint venture, principal-to-agent relationship, or partnership between the Parties or to impose any partnership liability upon any Party.

(ii) The Parties are entering into this Agreement as independent contracting Parties. Neither Party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party.

(D) Force Majeure

(i) Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil disturbance, governmental actions, strikes, or other labor disputes, internet service provider failures or delays, or acts, decrees, legislation, regulations or restrictions (“Force Majeure Event”).

(ii) In the event of such a Force Majeure Event, the affected party shall promptly notify the other party and make reasonable efforts to mitigate the effects of the event.

(E) Surviving Provisions

The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

(F) Assignment

Except as permitted herein, neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld. Any attempt by either Party to assign or transfer the Agreement without the prior written consent of the other will be null and void. Notwithstanding the foregoing, We may at any time upon notice to You assign or otherwise transfer Our rights and obligations under the Agreement to any of Our Affiliates or successors in business.

(G) Severability

If any provision of this Agreement shall be invalid in whole or in part, the validity of the remaining provisions or the valid parts of such provisions shall not be affected.

(H) Waiver

No delay, neglect, or forbearance on the part of either Party in enforcing against the other Party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under this Agreement.

23. DEFINITIONS

The following definitions shall apply to this Agreement:

(a) “Affiliate” means a subsidiary or holding company of ABSS either party to this Agreement and any subsidiary of such holding company (where “holding company” and “subsidiary” have the meanings set out in the Singaporean Companies Act).

(b) “Customer Data” means all information, data and other content provided by Customer in connection with its authorized use of the Software and the Services, including, without limitation, all data and information transmitted to the Software.

(c) “Documentation” means the then-current technical and functional information regarding the Services that is provided by ABSS to users in electronic or other form.

(d) "Fees" means the subscription fees and any other amounts due to ABSS and payable by you under this Agreement.

(e) "Services" means the support services provided to Customer by ABSS pursuant to this Agreement associated with the access to and use of the Software.

(f) "Software" shall mean and refer to the software products identified by ABSS and licensed to the Customer for its use, subject to the payment of the applicable license fees as specified by ABSS. The Software includes the following:

(i) Perpetual License-Based Software:

- ABSS Accounting
- ABSS Premier

(ii) Subscription-Based Software:

- ABSS Accounting Connect
- ABSS Premier Connect
- Financio
- Financio Payroll