HANDY APP [HANDY TECHNOLOGY PTE. LTD]

TERMS OF USE

Last Modified: [5 December 2025]

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Your use of the Digital Platform is governed by and subject to this Terms of Use. By downloading and/or using the Digital Platform, you unconditionally agree to be bound by these Terms. If you do not agree to these Terms of Use, you should not download or use the Digital Platform.

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Handy reserves the right to revise this Terms of Use from time to time. We will update the 'Last Modified' at the beginning of this Terms of Use when we make any change. If you do not agree with this Terms of Use at any time, you should cease using the Digital Platform and delete it from your device. Your continued use of the Digital Platform constitutes your continued agreement to the current Terms of Use.

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We collect personal information such as your username, password, personal details, device information and operating system (the "*Information*") to provide the Digital Platform to you. We may use your information to display targeted marketing and advertising to you within the

Digital Platform. We may also collect information about your use of the Digital Platform to help improve the app and our other products and services. We collect, store and process all information strictly in accordance with the governing laws. You may refer to our Privacy Policy for further information.

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You agree that the Digital Platform, including but not limited to content, graphics, user interface, scripts and software used to implement the Digital Platform, contain proprietary information and material owned by Handy, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever expect for use of the Digital Platform, for personal use in compliance with this Terms of Use.

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All Materials are provided for your general information only, do not constitute legal and/or other professional advice and should not be relied upon in that regard. The Materials may not include all information relating to the matters covered therein. While we have made reasonable efforts to ensure that the Materials are consistent with existing law, policies and practice, you shall conduct your own checks (which include but are not limited to seeking independent legal and/or other professional advice) to verify the accuracy, completeness, reliability, currency, adequacy and/or truth of the Materials and the applicability of the Materials to your particular circumstances before referring to, using and/or relying on any part of the Digital Platform for any reason. We shall not be liable for any action taken or omission made in reliance on the Digital Platform.

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Handy reserves the right at all times to suspend or block access to and use the Digital Platform for any reason whatsoever and for any length of time and upon any conditions that Handy may at its absolute discretion determine.

From time to time, Handy may impose limits on your use of or access to the Digital Platform Digital Platform.

Handy may also discontinue the Digital Platform or terminate your license to use it, at any time. We will terminate your licence if you fail to comply with the Terms of Use. Upon termination of the licence, you must stop using the Digital Platform and delete it from your device.

No Warranty

The Digital Platform is provided “as is” and “as available” with all faults. Handy excludes, to the greatest extent permitted by law, all warranties, conditions and other contract terms with respect to the Digital Platform. Handy does not warrant (a) against interference with your enjoyment of the Digital Platform, (b) that the functions contained in or provided by, the Digital Platform will meet your requirements, (c) that the operation of the Digital Platform will be uninterrupted or error-free, or (d) that defects in the Digital Platform will be corrected.

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We reserve the right to provide links to other unrelated websites. Under no circumstances are links to such websites intended to mean that they are endorsed or approved by us, nor shall we be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Digital Platform is linked.

We are not responsible or liable for the availability or contents of any other website (regardless of whether the site is provided by us) linked to/ from the Digital Platform. Access to any such site is at your own risk. You shall not hold us responsible or liable, directly or indirectly, for any damage or loss arising from use of and/or access to information or material provided or made available in such websites.

We reserve the right to object to or disable any link to or frame of the Digital Platform. We also reserve the right to change any URL, including the URL of the Digital Platform, without notification.

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Access and use of the Digital Platform occurs across the networks of a number of mobile operators. Because we do not operate or control these networks, we cannot guarantee the privacy or security of data sent over them and we disclaim any responsibility for any network or service used to access and use the Digital Platform. Check with your network service provider for information about their privacy and security practices.

Fees

We reserve the right to introduce and revise any fees from time to time. We are not responsible for any fees charged by any other website that is not provided by us.

Payment

You agree that the debit/credit card details provided for use of the aforesaid Service(s) must be correct and accurate and that you shall not use a debit/credit card, that is not lawfully owned by you or the use of which is not authorised by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

You shall be solely liable to make payments and applicable taxes, if any, in relation to and in connection with the usage of the services (or any of them) through the Digital Platform. Handy shall have the absolute discretion to cancel any payment request made by you without assigning any reasons whatsoever. Handy shall be entitled to vary or modify or remove the modes of payment available on the Platform (or any of them) at any time without prior notice to you.

Handy does not accept liability if payment is refused or declined by your credit/debit card supplier for any reason. Handy is also under no obligation to bring this fact to your attention. It is your responsibility to verify that payment has been successfully deducted from your account. Accordingly, Handy is not liable for any damages arising out of the use, inability of use, or the results of use of the Digital Platform.

Cancellation Policy

Once a registered user has paid any fee through the online payment gateway. He/she will not be able to cancel the transaction in any circumstances. No Payment will be refunded to you unless otherwise specified in the refund policy below.

Refund

Refunds, if applicable, are at the sole discretion of Handy, and will only be made to the debit/credit card/bank account used for the original transaction.

In the case where you have made payment more than once successfully, the refund will be automatically remitted to the account through which the payment has been made. Where you have not received the refund by 7 (seven) business days, it is your responsibility to reach out

to Handy through email with a description of the double payment and request for payment refund.

Any erroneously made payment for services unintended will not be refunded unless Handy is satisfied that a refund is due. This would include situations such as making a booking for an unintended service provider or for the wrong date.

You shall directly contact Handy promptly, in any event no later than 7 (seven) business days, regarding any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Handy in line with our internal policies and rules.

Warranty/Limitation of Liability

The Digital Platform is provided "as is' and we cannot guarantee it will be safe and secure or will work perfectly all the time. To the extent permitted by law, Handy disclaims all warranties, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Our responsibility for anything that happens on the Digital Platform is limited is as much as the law of Singapore will allow. If there is an issue with the Digital Platform, we cannot know what all possible impacts might be. You agree that we will not be liable for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms of Use, even if they are reasonably foreseeable.

Our aggregate liability arising out of or relating to these Terms of Use will not excess the greater of SGD $100 or the amount you have paid us in the past twelve months to access the Digital Platform. This limitation of liability continues despite any deletion of your account, content or information.

Indemnity

At all times, you will indemnify, keep us indemnified, and hold us harmless against any damages or losses caused by or resulting from:

1. your use of the Digital Platform.
2. use by any other person of the Handy using your username and/or login password.
3. your breach of these Terms of Use and/or any applicable law, whether or not written.
4. breach by any other person of these Terms of Use and/or any applicable law, whether or not written, where such person was able to use the Digital Platform by using your username and/or login password.
5. any action taken or omitted to be taken in good faith by us pursuant to any information or instruction given by you.
6. Third party actions (including the actions of Service Providers whom you contact and contract through the Digital Platform).

The damages or losses include, but is not limited to:

1. Losses (including direct, indirect, incidental, and/or consequential losses)
2. Damages (including general special, and/or punitive damages)
3. Injuries
4. Claims, demands, costs, expenses, fees (including all legal fees, such as that between solicitor and client, on a full indemnity basis whether or not incurred in respect of any real, anticipated, or threatened legal proceedings)

The above indemnity shall continue to be valid even after the agreement between Handy and you have been terminated.

Governing Law

Use of the Digital Platform, with any other password or User ID, and these Terms of Use are governed by and construed in accordance with the laws of Singapore. Any claim or dispute relating to use of the Digital Platform and these Terms of Use will be heard by the Singapore Courts.