



PEPPOL EDI SERVICE ONLINE PREPAID PACK – TERMS OF SERVICE

This agreement ("Agreement") is made and entered into by and between Esker Document Automation Asia Pte Ltd. (and any of its applicable affiliates) ("Esker") and you ("Customer") the individual or entity who agrees and accepts the following terms and conditions by checking the box indicating such agreement on the Esker website and purchasing the Peppol EDI Service ("the Service").

1. TERM

This Agreement shall become effective on the date that Customer subscribes to the Service online, and shall continue until this Agreement is terminated by either of the parties as provided herein (the "Term").

2. DEFINITIONS

"Document" means Customer's sales invoices as provided and sent to Esker by Customer in CSV format for conversion and delivery to PEPPOL.

"PEPPOL" or "Pan European Public Procurement Online" means a network enabling cross border e-procurement.

"PEPPOL Access Point" means a company accredited by the OpenPEPPOL association.

3. RIGHT OF USE

In consideration of Customer's payment for this online prepaid pack ("Pack"), Esker grants to Customer a limited, non-exclusive right to use the Service for the delivery of Documents in PEPPOL format during the Term of this Agreement.

4. PEPPOL ACCESS POINT

Upon Customer's proper registration and payment, Esker shall provide Customer with a dedicated e-mail address to use for sending Documents to Esker.

As a PEPPOL Access Point, Esker shall be able to connect with other Access Points from the PEPPOL network, converting Documents to PEPPOL standards and deliver them to PEPPOL correctly.

The Customer hereby accepts to use Esker as PEPPOL Access Point for the delivery of the Service.

5. FEES AND PAYMENT

5.1 Prices are available at: <https://cloud.esker.com.sg/peppolprepaidpacks/>. Customer shall pay for the applicable Pack via Paypal online. Customer shall receive an acknowledgement of order upon completion of its subscription. Thereafter, all applicable fees shall be debited from the total amount of Customer's purchased Pack during the Term and provided said Pack has not expired. Usage fees are charged as "per Document" processing fees.

5.2 Upon the expiration of the applicable month range associated with Customer's purchased prepaid pack, any unused funds are forfeited to Esker. Customer is solely responsible for monitoring that there are sufficient funds in its Pack permitting the processing of all Documents submitted to the Service.

6. ESKER'S OBLIGATIONS

6.1 Upon reception of the Documents from Customer and provided there are sufficient funds in the Pack, Esker shall convert said Documents in PEPPOL format and send them to PEPPOL.

6.2 Notifications. Customer shall receive an email notification of success when the Document has successfully been sent by Esker and accepted by PEPPOL. In the absence of notification, the Customer may call Esker's technical support to follow up on any potential dysfunction or delay. Technical support can be contacted via email at

support@esker.com.sg or the technical support portal (access will be communicated once the registration is completed). Technical support is available from 9am to 6pm from Monday to Friday except Singapore public holidays.

6.3 In the event Esker's processing of Customer's Documents is delayed due to reasons other than Customer's request or fault, Esker shall notify Customer's registered Technical Contacts of the nature of the delay and Esker's planned course of action, Esker shall have no obligation to process Customer's Documents in the event Customer's Pack has insufficient funds or expires. Esker is not obligated to provide EDI Services to Customer when a) either party has invoked its rights under Force Majeure as defined in this Agreement; b) Customer has requested changes to any Document(s); c) Customer has stopped or has caused stoppage of its Documents; and d) during times of emergency or scheduled maintenance to Esker or Esker's suppliers' systems.

7. CUSTOMER'S OTHER OBLIGATIONS

7.1 Customer is responsible for Documents while in transit to Esker. Esker may refuse to process, and may return to Customer, any Documents that in Esker's sole opinion are not in proper machine-readable form. Customer is responsible for the content of the Documents and for providing PEPPOL EDI identification numbers of billing / bill to parties.

7.2 Customer is solely responsible for utilizing the Service pursuant to all applicable laws and regulations, including but not limited to laws and regulations pertaining to invoice content and GST or other tax obligations.

8. ESKER'S OTHER OBLIGATIONS

Although Esker may from time-to-time monitor or review Documents, Esker is under no obligation to do so and assumes neither responsibility nor liability arising from the content of any such Documents. Esker shall not convert the format of the Document into appropriate PEPPOL format. Esker shall not modify the content of any Document.

9. CONFIDENTIALITY – PERSONAL DATA - SECURITY

9.1 Confidentiality. Each party agrees that it shall not disclose to any third party any confidential information of the other party, without prior written consent of such other party.

This obligation shall survive the termination or expiration of this Agreement for a period of five (5) years.

The Parties commit to brief their personnel as well as non-third party entities or legal persons on the confidential nature of the information disclosed by the other party and to bear the responsibility for any disclosure through their fault.

9.2 Personal data ("Data"). Each Party undertakes to comply with the applicable privacy law including the Personal Data Protection Act 2012 (PDPA), regarding the protection of personal data. For any inquiry on privacy, please contact euprivacy@esker.com. Data collected for the performance of the Agreement mainly consist in: users' name, address, title, phone number. Categories of data subjects are mainly Customer's employees or agents, or employees of Customer's customers.

9.3 Data collected shall be used by Esker and/or its subsidiaries for the sole purpose of this Agreement to receive, format, send and store Customer's Documents. Data collected shall be stored by Esker during the Term of the Agreement and thereafter, deleted sixty (60) days after the expiration of the Term.

9.4 Security. Esker processes Customer's data on a multi-tenant platform monitored on a 24x7 basis by its own security procedures. Esker

is Iso27001 certified, asserting that Esker's processes, procedures and controls have been formally evaluated and tested by an independent accounting and auditing firm.

10. LIABILITIES - WARRANTIES

10.1 The Service provided under this Agreement imply the use of communication networks and third party transport services, on which the smooth operation of the Service depends.

10.2 Because communication connections between Customer and Esker are the property and responsibility of a third party, Esker does not warrant the continuity and the quality of such communication connections and no warranty herein shall be subject to the continuity and quality of the provision thereof. Communication connections are subject to suspension without notice for an undeterminable amount of time due to events beyond Esker's control and not due to its fault or negligence.

10.3 Esker does not guarantee the reception of said Documents by the designated recipients, which depends on external elements such as the accuracy of the PEPPOL identification number, or the PEPPOL network availability.

10.4 Esker's liability is limited to direct and foreseeable damages. Accordingly, Esker shall under no circumstances be held liable for indirect or unforeseeable damages, in particular for any operating, financial loss or for any loss of income, profit or customers.

10.5 Except for amounts payable for damages resulting from fraud, gross negligence or willful misconduct, in no event shall either Party's liability under this Agreement exceed in the aggregate the total fees paid by Customer under this Agreement.

Any invocation of Esker's liability by the Customer shall be made by registered mail with return receipt within 12 months following the event giving rise to such claim.

11. TERMINATION

11.1 The period of validity of a Pack shall not exceed twelve (12) months. If part or all of the funds are unused in the Pack, the unused amount will automatically lapse and no refund shall be made by Esker.

11.2 If either party defaults in any of its obligations under this Agreement, the non-defaulting party, at its option shall have the right to terminate this Agreement by written notice unless, within thirty (30) calendar days after written notice of such default, the defaulting party remedies the default.

12. GENERAL PROVISIONS

12.1 Force Majeure. Neither party shall be deemed in default of the Agreement to the extent that performance of their obligation or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such party ("Force Majeure") provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) business days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.

12.2 Governing Law. This Agreement shall be deemed to have been entered into and shall be construed, governed, and interpreted in accordance with the laws of Singapore. The Parties irrevocably submit to the exclusive jurisdiction of the courts in which Esker has its registered office.

About Esker:

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