



MyRepublic Digital Web Design and Hosting

TERMS AND CONDITIONS OF SERVICE

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MyRepublic Digital Pte. Ltd.
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1. Definitions

Capitalised terms used in this Agreement have the meanings given in the table below, or where first defined elsewhere in these Terms.

Agreement	These Terms and Conditions, together with the applicable Proposal, Quotation, or Statement of Work, Schedule 1 (Regional Variations), and any other document expressly incorporated by reference.
Affiliate	Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with MyRepublic Digital.
Business Day	Business Day means a day other than a Saturday, Sunday or public holiday in the jurisdiction of the MyRepublic Digital entity identified in the Proposal.
Change Request	Any instruction, request, or requirement from the Client that falls outside the scope of work agreed in the applicable Proposal or Quotation.
Client	The business entity or individual that has accepted a Proposal or Quotation, signed a Statement of Work, or otherwise engaged MyRepublic Digital to provide the Services, as identified in the applicable Proposal or Quotation.
CMS	Content management system, being the software platform used to build and manage the Website, which may include (without limitation) WordPress, Shopify, Webflow, or another platform specified in the Proposal.
Confidential Information	Has the meaning given in Clause 20.11.
Deliverables	All websites, source code, graphics, designs, page layouts, custom-developed content, hosting configurations, and other materials created by MyRepublic Digital specifically for the Client under this Agreement, excluding MyRepublic Digital Materials and Third-Party Materials.
Go-Live Date	The date the Website is launched to a production environment and becomes publicly accessible.
Hosting Services	The ongoing server hosting, infrastructure management, security monitoring, server-level patching, uptime management, backup, and related services provided by MyRepublic Digital for the Website during the applicable service term.
MyRepublic Digital	MyRepublic Digital Pte. Ltd. (UEN 201842535D), a company incorporated in Singapore with its registered office at 11 Lorong 3 Toa Payoh, #04-11/15 Jackson Square, Singapore 319579, and/or its relevant regional Affiliate identified in Schedule 1 for the Client's region.
MyRepublic Digital Materials	MyRepublic Digital's pre-existing and independently developed tools, methodologies, frameworks, reusable code libraries, templates, design systems, and proprietary processes used in delivering the Services, which are not created specifically for the Client.
Proposal / Quotation	The written or electronic proposal, quotation, statement of work, or service order issued by MyRepublic Digital to the Client that sets out the scope, fees, and timeline for the Services.
Services	Services means the website design, development, hosting, maintenance, support, optimisation, migration, consulting, digital transformation, SEO, analytics,



	integrations and any other digital products or professional services supplied by MyRepublic Digital under the applicable Proposal.
Source Code Handover Package	A copy of the Website's source code files, database export (where applicable), and digital assets as built and held by MyRepublic Digital at the time of termination or expiry of this Agreement, provided to the Client in accordance with Clause 17.4.
Third-Party Materials	Any open-source software, licensed themes, plugins, stock imagery, fonts, CMS platform software, or other third-party components incorporated into the Website that are not created by MyRepublic Digital or the Client.
Website	Website means any website, web application, online portal, landing page, e-commerce platform, progressive web application (PWA), customer portal or other web-based solution designed, developed, hosted or maintained by MyRepublic Digital under this Agreement.

2. Acceptance, Application of Terms, and Services

2.1 Acceptance

These Terms apply to all Services provided by MyRepublic Digital to the Client. The Client accepts these Terms by: (a) signing or countersigning a Proposal; (b) accepting a Proposal in writing or by email; (c) making any payment toward the Services; or (d) instructing MyRepublic Digital to commence work. Any terms proposed by the Client shall not apply unless expressly accepted by MyRepublic Digital in writing.

2.2 Business Use

The Services are offered primarily for business and commercial purposes. By accepting a Proposal, the Client represents that it is acquiring the Services wholly or predominantly for use in connection with a business, trade, profession or commercial activity.

Nothing in this Clause excludes any statutory right or consumer guarantee that cannot lawfully be excluded.

2.3 Services

MyRepublic Digital may provide any combination of the following Services, as specified in the applicable Proposal:

- website design and visual design
- website development and custom coding
- e-commerce website development
- landing page design and development
- CMS configuration and setup
- web hosting and server management
- domain registration and renewal management
- website maintenance and updates
- website migration
- security monitoring and server-level patching
- backup services
- SEO setup and analytics configuration



- other digital transformation services as agreed

The specific scope, deliverables, timeline, and fees for each engagement are set out in the applicable Proposal. Where the Proposal is silent on a feature or item described in these Terms, that feature or item is not included unless separately agreed in writing.

2.4 Each Proposal is a separate engagement

Each accepted Proposal forms a separate agreement between the parties governed by these Terms. Multiple Proposals may be active concurrently; the terms of each apply separately to that engagement.

2.5 Other MyRepublic Digital products

These Terms govern website design, development, hosting, domain management, maintenance, SEO configuration, analytics configuration and related digital services only.

Any artificial intelligence, chatbot, virtual assistant, voice intelligence, digital IVR, Smart Chat or other automated customer interaction product supplied by MyRepublic Digital is governed by separate product-specific terms and conditions, even where that product is integrated into, embedded within, or accessed through a Website delivered under this Agreement.

The Client must accept the applicable product-specific terms before using any such product. Unless expressly stated in the Proposal, the suspension, termination or expiry of one product does not automatically terminate any other product or service.

2.6 AI and automated services integrated into the Website

Where the Client purchases a separate AI-powered or automated service from MyRepublic Digital, MyRepublic Digital may integrate that service into the Website.

The operation, outputs, usage limits, data processing, availability and performance of that service are governed by its separate product-specific terms and any applicable third-party provider terms.

Unless expressly included in the Proposal, Website Services do not include the ongoing configuration, training, monitoring or accuracy review of any AI-powered service.

3. Client Responsibilities

3.1 Content and materials

The Client is responsible for supplying all content required for the Website within the timelines reasonably requested by MyRepublic Digital, including logos, images, video, branding materials, written copy, product information, legal notices, and privacy policies. Where the Client engages MyRepublic Digital to create content as part of the Services, this will be specified in the Proposal.

3.2 Accuracy and legality of content

The Client warrants that all content, materials, and instructions it provides to MyRepublic Digital: (a) do not infringe any third party's intellectual property rights; (b) are lawful and accurate; (c) are not defamatory, misleading, or deceptive; (d) do not violate applicable privacy laws; and (e) comply with applicable laws in the Client's operating jurisdiction(s). MyRepublic Digital is not responsible for reviewing or verifying the legal compliance of Client-supplied content.

3.3 Timely feedback and approvals

Unless a different timeframe is stated in the Proposal or Clause 6, the Client must review submissions and provide consolidated feedback, instructions or approval within five (5) business days of each submission. The ten (10) business-day period in Clause 6.1 applies specifically to final staging review before Go-Live.



MyRepublic Digital will not be responsible for delays caused by the Client's failure to respond within the applicable timeframe.

3.4 Access and cooperation

The Client must provide MyRepublic Digital with timely access to existing website credentials, hosting accounts, domain registrar accounts, CRM or third-party systems, and any other materials or access reasonably necessary for MyRepublic Digital to deliver the Services.

3.5 Website legality

The Client is solely responsible for ensuring the Website's content, functionality, and operation comply with all applicable laws in every jurisdiction in which the Website is accessed, including consumer protection, advertising, privacy, data collection, and accessibility laws. MyRepublic Digital does not monitor the Website's content or compliance after Go-Live.

4. Project Timelines

4.1 Estimates only

Project timelines set out in the Proposal are estimates only and are not guarantees of completion by a specific date.

4.2 Client-caused delays

Timelines will be automatically extended, without liability to MyRepublic Digital, where delays are caused by: (a) late submission of content, materials, or access credentials by the Client; (b) delayed approvals or feedback from the Client; (c) changes in requirements by the Client; (d) third-party dependencies outside MyRepublic Digital's control (including domain registrars, payment gateways, or third-party integrations); or (e) force majeure events under Clause 19.

4.3 Project pause and reactivation

If the Client fails to provide required content, access, feedback, instructions or approval for more than thirty (30) days, MyRepublic Digital may place the project on hold and reallocate its personnel and resources.

MyRepublic Digital may require payment of a reasonable reactivation fee and may provide a revised delivery timeline before recommencing work.

If the project remains inactive due to the Client's delay or non-response for ninety (90) consecutive days, MyRepublic Digital may terminate the affected Proposal by written notice.

On termination:

- (a) all fees for work performed, resources committed and third-party costs incurred become immediately payable;
- (b) amounts already paid are non-refundable except where required by applicable law; and
- (c) recommencement of the project will require a new Proposal and may be subject to current pricing and availability.

5. Change Requests

5.1 What constitutes a Change Request



Any instruction, request, or requirement from the Client that falls outside the agreed scope in the Proposal, including additional pages, new functionality, design changes after approval, or new integrations, constitutes a Change Request.

5.2 Process

MyRepublic Digital will review each Change Request and may: (a) accept the request and proceed at no additional charge (where the change is minor and within the spirit of the agreed scope); (b) provide a revised quotation for additional fees and timeline impact; or (c) decline the request with written reasons. No Change Request will commence until the Client has approved any revised quotation in writing.

5.3 Impact on timeline and fees

Approved Change Requests may extend the project timeline and increase fees. MyRepublic Digital's timeline commitments in the Proposal do not apply to periods impacted by approved Change Requests.

6. Website Review, Acceptance, and Go-Live

6.1 Staging environment

Prior to Go-Live, MyRepublic Digital will provide the Client with access to a staging or test environment for review and approval. The Client must notify MyRepublic Digital in writing of any defects or required corrections within ten (10) business days of access being provided.

6.2 Acceptance of Deliverables

The Deliverables will be deemed accepted on the earliest of:

- (a) the Client providing written approval;
- (b) expiry of the review period without the Client identifying a material defect in writing;
- (c) the Client directing MyRepublic Digital to proceed to Go-Live;
- (d) the Client publishing, using, selling through or otherwise commercially operating the Website; or
- (e) the Client or its contractor materially modifying the Deliverables.

Deemed acceptance does not affect any statutory right that cannot lawfully be excluded.

6.3 Defects

A defect means a material failure of the Deliverables to conform to an express requirement set out in the Proposal or an approved design.

A defect does not include:

- (a) a new requirement or change in preference;
- (b) a limitation of a third-party product or platform;
- (c) behaviour caused by unsupported browsers, devices or software;
- (d) changes made by the Client or another supplier; or
- (e) a result that depends on user behaviour, search engine behaviour, traffic, sales or commercial performance.

6.4 Minor preferences not defects

Minor design preferences or subjective aesthetic differences that are consistent with the approved design direction do not constitute defects and will be treated as Change Requests under Clause 5.



6.5 Go-Live authorisation

MyRepublic Digital will not be required to proceed to Go-Live until:

- (a) the Client has provided written authorisation;
- (b) all amounts due before Go-Live have been paid;
- (c) the Client has supplied all required legal notices, policies, content and credentials; and
- (d) any material defects raised during the review period have been addressed.

MyRepublic Digital is not liable for any consequence arising from the Client or another supplier publishing, modifying, migrating or launching the Website without MyRepublic Digital's written involvement or approval.

6.6 Browser and device compatibility

Unless otherwise stated in the Proposal, MyRepublic Digital will use reasonable efforts to support current generally available versions of major desktop and mobile browsers at the time of development.

MyRepublic Digital does not guarantee identical appearance or functionality across all browsers, devices, screen sizes, operating systems or future software versions.

Support for legacy browsers, specialist devices or unusual technical environments must be separately agreed in the Proposal.

7. Hosting and Infrastructure Services

7.1 Managed hosting infrastructure

Where the Client purchases Hosting Services, MyRepublic Digital will host the Website using infrastructure managed by MyRepublic Digital, which may include infrastructure, networks, data centres, cloud platforms, content delivery networks and other services supplied by approved third-party providers.

MyRepublic Digital is responsible for managing the hosting environment within the scope described in this Agreement and the Proposal but does not own or control every underlying telecommunications, cloud, data centre or internet service involved in delivering the Hosting Services.

Availability commitments are subject to the exclusions in Clause 7.7.

7.2 Uptime commitment and measurement

For eligible Hosting Services plans identified in the Proposal, MyRepublic Digital targets 99.9% availability of the hosted Website during each calendar month.

Availability is measured using MyRepublic Digital's monitoring systems at the hosting service level and is calculated as:

$$\frac{(\text{Total minutes in the calendar month} - \text{Excluded Downtime} - \text{Qualifying Unavailable Minutes})}{(\text{Total minutes in the calendar month} - \text{Excluded Downtime})} \times 100.$$

A period is counted as unavailable only where MyRepublic Digital's monitoring systems reasonably confirm that the hosted Website is materially unavailable due to a failure within the Hosting Services controlled by MyRepublic Digital.

Where the Proposal does not expressly include an uptime commitment, MyRepublic Digital will use commercially reasonable efforts to maintain availability but provides no contractual uptime guarantee.

7.3 Service credits



Where MyRepublic Digital fails to meet the uptime target in Clause 7.2 in a given calendar month, the Client may request a service credit as follows:

Monthly Uptime	Service Credit	Notes
99.9% or above	No credit	SLA met.
99.0% to 99.89%	10% of the monthly Hosting Services fee for the affected month	Applies to eligible plans only.
95.0% to 98.99%	25% of the monthly Hosting Services fee for the affected month	-
Below 95.0%	50% of the monthly Hosting Services fee for the affected month	Maximum credit for any single month.

7.4 Claiming a service credit

To receive a service credit, the Client must submit a written request within fourteen (14) days after the end of the affected calendar month and provide reasonable details of the alleged unavailability.

The Client is not eligible for a credit while any undisputed amount is overdue.

Service credits:

- (a) apply only to the monthly Hosting Services fee for the affected Website;
- (b) are applied to a future invoice;
- (c) are not redeemable for cash;
- (d) cannot exceed the Hosting Services fee paid for the affected month; and
- (e) are the Client's sole contractual remedy for failure to meet the uptime commitment, except for rights that cannot lawfully be excluded.

7.5 Security responsibilities

MyRepublic Digital is responsible for: server and infrastructure-level security patches and updates; firewall and network-level security controls; and physical and logical security of the hosting environment.

The Client is responsible for application-level security, including updates to the Website platform, CMS, themes, plugins, extensions, modules, packages or other software components that are not included within the Client's purchased maintenance plan. This includes any changes or software installed directly by the Client or its contractors.

7.6 Backups and restoration

Where backups are included in the Client's Hosting Services plan, MyRepublic Digital will use commercially reasonable efforts to perform backups at the frequency and for the retention period specified in the Proposal.

Backups are intended for operational disaster recovery and are not a permanent archive, document management system or substitute for the Client maintaining its own copies of important content, data, records and assets.

Restoration is subject to:

- (a) the availability and integrity of a relevant backup;
- (b) the technical feasibility of restoration;
- (c) the Website configuration existing at the time of backup; and



(d) any applicable restoration fee identified in the Proposal.

MyRepublic Digital does not warrant that every backup will be complete, current, error-free or fully restorable.

Where backups are not included in the Client's plan, the Client is solely responsible for maintaining copies of all Website files, databases, content and records.

7.7 Uptime exclusions

The uptime commitment does not apply to unavailability or degradation caused by:

- (a) scheduled maintenance where MyRepublic Digital has provided reasonable advance notice;
- (b) emergency maintenance required to address a security vulnerability, active incident or critical system failure;
- (c) internet, telecommunications, DNS, domain registry, data centre, cloud platform, content delivery network, payment gateway, external API or third-party service failure;
- (d) denial-of-service attacks, malware, cyber-attacks or other malicious activity not directly caused by MyRepublic Digital's failure to use reasonable security measures;
- (e) the Client's action or omission, including unsupported changes, excessive resource usage, invalid credentials, expired licences, misconfiguration or installation of unsafe code;
- (f) suspension permitted under this Agreement;
- (g) failure or expiry of the Client's Domain;
- (h) beta, preview or trial features;
- (i) a Force Majeure Event; or
- (j) circumstances outside MyRepublic Digital's reasonable control.

7.8 Resource usage and fair use

MyRepublic Digital may suspend or throttle Hosting Services, on reasonable notice where practicable, where the Client's usage: (a) materially and negatively impacts the performance or availability of other hosted clients on shared infrastructure; (b) creates a security risk; (c) significantly exceeds the storage, bandwidth, or traffic allowances specified in the Proposal; or (d) is used to host content that breaches Clause 14 (Acceptable Use). MyRepublic Digital will notify the Client and, where the excess is material and ongoing, may require the Client to upgrade to a higher plan tier.

7.9 Scheduled maintenance

MyRepublic Digital may take the Website offline for scheduled maintenance. MyRepublic Digital will use reasonable efforts to conduct maintenance outside peak business hours and to provide at least twenty-four (24) hours' advance notice. Emergency maintenance to address security vulnerabilities or critical failures may occur without prior notice.

7.10 Suspension of Services

MyRepublic Digital may immediately suspend all or part of the Services where reasonably necessary to:

- (a) respond to an actual or suspected security incident;
- (b) prevent harm to MyRepublic Digital, the Client, another customer or a third party;
- (c) comply with law, a court order, regulatory request or direction from an infrastructure provider;
- (d) investigate suspected fraud, unlawful conduct or a material breach of this Agreement;
- (e) prevent material disruption to shared infrastructure; or
- (f) address overdue undisputed payments in accordance with Clause 10.3.



MyRepublic Digital will provide notice before suspension where reasonably practicable. Where advance notice is not practicable, MyRepublic Digital will notify the Client as soon as reasonably possible after suspension.

MyRepublic Digital will use reasonable efforts to restore the affected Services once the reason for suspension has been resolved.

8. Domain Name Services

8.1 Client ownership of the Domain

Domains registered or managed by MyRepublic Digital on the Client's behalf remain the property of the Client upon full payment. MyRepublic Digital will use reasonable efforts to ensure that the Client (and not MyRepublic Digital) is listed as the registrant of record with the relevant domain registrar, consistent with the Client's rights as domain owner.

8.2 Renewal responsibility

The Client is responsible for:

- (a) ensuring Domain registration fees are paid before expiry;
- (b) maintaining accurate registrant contact details with the registrar; and
- (c) complying with the rules of the applicable domain registry.

MyRepublic Digital is not liable for Domain expiry, suspension, or third-party registration of an expired Domain caused by the Client's failure to pay renewal fees or maintain accurate registrant information.

The Client acknowledges that domain renewal notices may be sent by the registrar directly to the registrant contact. The Client must not rely solely on MyRepublic Digital to identify or prevent expiry.

MyRepublic Digital does not guarantee that an expired Domain can be recovered, renewed or re-registered.

8.3 Registrar rules apply

Domain registrations are subject to the rules of the applicable registrar and registry body. MyRepublic Digital does not control those rules and is not liable for registrar decisions, registry policies, dispute resolution outcomes, or changes to ccTLD or gTLD registration requirements.

8.4 MyRepublic Digital's facilitation role

Where MyRepublic Digital manages Domain renewal on the Client's behalf, MyRepublic Digital acts only as a facilitator. MyRepublic Digital will submit renewal instructions on receipt of timely payment from the Client but is not liable for Domain loss where the Client has failed to provide timely payment, accurate registrant information, or renewal instructions.

9. Third-Party Services and Integrations

MyRepublic Digital may integrate third-party products, platforms and services into the Website as part of the Services, including (without limitation) content management systems (CMS), website builders, e-commerce platforms, headless CMS solutions, hosting platforms, analytics tools, payment gateways, customer relationship management (CRM) systems, APIs, plugins, extensions, themes, software libraries, frameworks, artificial intelligence services, communication platforms and other software or cloud-based solutions. Examples include WordPress, Shopify, Webflow, WooCommerce, Google Analytics, Google Workspace, Microsoft 365 and similar technologies.



MyRepublic Digital does not warrant the availability, security, performance, compatibility, functionality, pricing, licensing, continued support or future availability of any third-party product or service. Third-party terms of service, licence agreements and privacy policies apply to the use of those products and services, and the Client agrees to comply with them.

MyRepublic Digital is not liable for any interruption, degradation, incompatibility, security incident, data loss or other issue arising from the failure, modification, suspension, discontinuation or actions of any third-party product or service, except to the extent directly caused by MyRepublic Digital's breach of this Agreement.

Third-party providers may change their pricing, licence conditions, functionality, technical requirements, data practices, security requirements or availability without notice to MyRepublic Digital.

Where such a change materially affects the Services, MyRepublic Digital may:

- (a) implement a reasonable alternative;
- (b) modify the affected integration;
- (c) pass through any increased third-party costs to the Client with reasonable prior notice;
- (d) discontinue the affected feature where no commercially reasonable alternative is available; or
- (e) recommend or implement a replacement product or service, subject to the Client's approval where additional fees apply.

Any substantial redevelopment, migration, reconfiguration or additional work required because of a third-party change may be treated as a Change Request under Clause 5.

10. Fees, Payment, and Billing

10.1 Fees

Fees are as stated in the applicable Proposal. Unless otherwise agreed, project fees may include an upfront deposit, milestone payments, and a final payment on completion or Go-Live. Recurring fees for Hosting Services are invoiced in advance for each billing period.

10.2 Deposits

MyRepublic Digital may require an upfront deposit, milestone payments, or full prepayment before commencing work. MyRepublic Digital is not obliged to commence work until any deposit has been received, and is not obliged to proceed to Go-Live or release final Deliverables until the full project fee has been paid.

10.3 Late payment

If an undisputed amount is not paid by its due date, MyRepublic Digital may charge interest at 1.5% per month, calculated daily, or the maximum rate permitted by applicable law, whichever is lower.

If an undisputed invoice remains unpaid for more than fifteen (15) days after written notice of non-payment, MyRepublic Digital may suspend the Services, including taking the Website offline, until all overdue amounts are paid.

The Client must reimburse MyRepublic Digital for reasonable external costs incurred in recovering overdue undisputed amounts, including debt collection costs and legal fees, to the extent permitted by law.

A billing dispute does not permit the Client to withhold payment of any amount that is not genuinely disputed.



10.4 Fee changes for recurring services

MyRepublic Digital may change recurring Hosting Services fees for any renewal period by giving the Client at least thirty (30) days' written notice before the renewal date. Fee changes do not apply to the then-current billing period.

10.5 Taxes

Unless expressly stated otherwise, all fees are exclusive of applicable taxes, duties, levies and government charges, including GST, VAT and withholding tax.

The Client must pay any applicable tax in addition to the fees, except for taxes imposed on MyRepublic Digital's net income.

Where the Client is required by law to deduct or withhold an amount, the Client must make the required deduction, remit it to the relevant authority and provide MyRepublic Digital with reasonable evidence of payment.

The tax treatment stated in Schedule 1 applies only to the extent required by applicable law.

10.6 Third-party costs

Fees do not include domain registration or renewal fees, stock photography licences, premium plugin or theme licences, paid hosting infrastructure upgrades requested by the Client, or other third-party costs. These are payable by the Client either directly or as a pass-through on MyRepublic Digital's invoice.

11. Intellectual Property

11.1 Client Materials

The Client retains all intellectual property rights in content, images, logos, branding, and other materials supplied by the Client to MyRepublic Digital. The Client grants MyRepublic Digital a non-exclusive licence to use those materials solely for the purpose of delivering the Services.

11.2 MyRepublic Digital Materials

MyRepublic Digital retains all intellectual property rights in MyRepublic Digital Materials: its pre-existing methodologies, frameworks, reusable code libraries, templates, design systems, and proprietary processes. These are not transferred to the Client even where incorporated into the Deliverables. The Client receives a non-exclusive, perpetual, royalty-free licence to use MyRepublic Digital Materials as incorporated into the Website solely for the operation of that Website.

11.3 Ownership of Deliverables

Subject to full payment of all amounts due under the applicable Proposal, MyRepublic Digital assigns to the Client the intellectual property rights owned by MyRepublic Digital in the custom Deliverables created specifically and exclusively for that Client.

The assignment does not include:

- (a) MyRepublic Digital Materials;
- (b) Third-Party Materials;
- (c) open-source software;
- (d) general know-how, skills, concepts, techniques and experience;
- (e) reusable components not created exclusively for the Client; or



(f) any product or service governed by separate terms.

Until full payment is received, MyRepublic Digital retains ownership of the Deliverables and grants the Client only a revocable, non-transferable licence to review and test them for the purposes of the project.

11.4 Third-Party Materials

Third-Party Materials incorporated into the Website (including open-source components, licensed themes, plugins, and stock imagery) are not transferred to the Client under Clause 11.3 and remain subject to their own licence terms. MyRepublic Digital will notify the Client, on request, of the significant Third-Party Materials used. The Client is responsible for any ongoing licence fees for Third-Party Materials and for ensuring continued compliance with their licence terms independently of MyRepublic Digital.

Where a licence is held in MyRepublic Digital's account or forms part of a bundled Hosting Services plan, the Client's right to use that licensed material may end when the relevant service ends. The Client may be required to purchase its own licence to continue using the material after termination or migration.

11.5 Portfolio rights

Unless the Client opts out in writing before Go-Live, MyRepublic Digital may:

- (a) identify the Client as a customer;
- (b) display the completed Website and non-confidential project materials in portfolios, case studies, awards, presentations and marketing; and
- (c) include a discreet "Website by MyRepublic Digital" attribution and link in the Website footer.

MyRepublic Digital will remove the footer attribution on written request unless the Proposal provides otherwise.

11.6 Open-source software

The Website may contain open-source software components licensed under separate open-source licences (such as MIT, GPL, or Apache). The Client agrees to comply with those licences and acknowledges that they may impose specific obligations on how the software may be used, modified, and distributed.

12. Data Protection and Privacy

12.1 Compliance

Each party will comply with applicable privacy and data protection laws, including: the Singapore Personal Data Protection Act 2012 (PDPA); Australia's Privacy Act 1988 (Cth) and the Australian Privacy Principles; the New Zealand Privacy Act 2020; and Indonesia's Law No. 27 of 2022 on Personal Data Protection (UU PDP), where applicable to that party's activities.

12.2 Client as controller

The Client is the data controller (or equivalent under applicable law) for personal data collected through the Website from its visitors, customers, and users. The Client is responsible for maintaining an accurate and lawful privacy policy on the Website and for obtaining any necessary consents for data collection and processing activities.

12.3 Cookies and tracking

Where MyRepublic Digital implements analytics, advertising pixels, or other tracking technologies on the Website as part of the Services, the Client is responsible for ensuring the Website displays an appropriate cookie notice and obtains any consent required under applicable law in the jurisdictions where the Website's visitors are located.



12.4 Data security incidents

Each party must notify the other without undue delay after becoming aware of an actual or reasonably suspected unauthorised access to, disclosure of, loss of, alteration of or destruction of personal data processed in connection with the Services, where the incident may materially affect the other party or require notification under applicable law.

12.5 Cooperation

Each party will provide reasonable information and cooperation required to investigate, contain, assess and remediate the incident and to meet applicable legal or regulatory obligations.

12.6 Responsibility for notifications

Each party remains responsible for determining and completing any notification it is legally required to make to a regulator, affected individual or other third party.

13. Security

13.1 MyRepublic Digital's security measures

MyRepublic Digital will implement commercially reasonable security measures for its hosting infrastructure, consistent with MyRepublic Digital's information security practices, including server-level firewall controls, access management for MyRepublic Digital's own personnel, and server and infrastructure-level security patching as described in Clause 7.5.

13.2 No absolute security guarantee

No website, server, or internet transmission can be guaranteed to be completely secure. MyRepublic Digital is not liable for: (a) hacking, malware, ransomware, or denial-of-service attacks; (b) unauthorised access caused by vulnerabilities in third-party CMS software, plugins, or themes; (c) data loss caused by the Client's own actions or credentials being compromised; or (d) security incidents caused by factors outside MyRepublic Digital's reasonable control, except to the extent directly caused by MyRepublic Digital's gross negligence or wilful misconduct.

14. Acceptable Use

The Client must not use the Services or the Website to host, publish, transmit, or facilitate any of the following:

- content that is unlawful, defamatory, harassing, threatening, obscene, or that infringes any third party's intellectual property or privacy rights;
- unsolicited commercial email, spam, or any communication that violates applicable anti-spam laws;
- malware, viruses, or any harmful code;
- content that facilitates illegal goods or services, pornography, escort services, unauthorised pharmaceutical products, gambling, multi-level marketing schemes, or any business MyRepublic Digital reasonably determines poses a material legal or reputational risk to MyRepublic Digital's hosting infrastructure or other clients;
- activity that overburdens, disrupts, or impairs MyRepublic Digital's hosting infrastructure or other clients' services; or
- benchmarking, performance testing, or comparative analysis of MyRepublic Digital's hosting infrastructure or Services for competitive or publication purposes without MyRepublic Digital's prior written consent.



A material breach of this Clause 14 entitles MyRepublic Digital to suspend or terminate the Services immediately under Clause 17.3 and triggers the Client's indemnification obligations under Clause 18.

15. Warranties and Disclaimers

15.1 MyRepublic Digital's warranty

MyRepublic Digital warrants that the Services will be performed with reasonable skill and care, consistent with good industry practice.

15.2 Exclusions

Except for the warranty in Clause 15.1 and any guarantee that cannot lawfully be excluded, MyRepublic Digital does not warrant that:

- (a) the Website will be completely error-free, uninterrupted or immune from security vulnerabilities;
- (b) the Website will generate any particular level of traffic, enquiries, leads, sales, revenue or profit;
- (c) the Website will obtain or maintain any particular search engine, AI search or directory ranking;
- (d) search engines, social platforms, advertising platforms, AI systems or third-party services will index, display, recommend or continue supporting the Website;
- (e) any analytics, tracking, attribution or third-party reporting data will be completely accurate;
- (f) the Website will remain compatible with every future browser, device, platform, plugin, API or legal requirement; or
- (g) the Source Code Handover Package will operate correctly outside the environment in which MyRepublic Digital operated it.

Commercial and marketing outcomes depend on factors outside MyRepublic Digital's control, including the Client's offering, pricing, reputation, content, advertising, competition, customer behaviour and changes made by third-party platforms.

15.3 Implied Terms

To the maximum extent permitted by law, all conditions, warranties, representations and other terms implied by statute, common law or otherwise are excluded.

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified.

16. Limitation of Liability

16.1 Excluded losses

To the maximum extent permitted by law, MyRepublic Digital is not liable for: loss of profits; loss of revenue; loss of business opportunity; loss of goodwill; loss of anticipated savings; indirect or consequential damages; or special damages, whether arising in contract, tort (including negligence), or otherwise.

16.2 Aggregate liability cap

To the maximum extent permitted by law, MyRepublic Digital's total aggregate liability arising out of or in connection with an affected Proposal will not exceed:

- (a) for recurring Services, the fees paid or payable for the affected Services during the twelve (12) months immediately preceding the event giving rise to the claim; or



(b) for a fixed-price project, the total fees paid or payable under the affected Proposal, whichever is applicable.

The liability cap applies in aggregate to all claims arising from the same or related events and regardless of whether liability arises in contract, tort, negligence, statute or otherwise.

16.3 Mandatory rights

Nothing in this Clause 16 limits liability that cannot legally be excluded under applicable law, including mandatory consumer protection rights under the Australian Consumer Law, the New Zealand Consumer Guarantees Act 1993, or equivalent legislation in Singapore or Indonesia where those protections apply. See Schedule 1 for region-specific details.

16.4 Liabilities not limited

Nothing in this Agreement limits or excludes liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence, where that liability cannot lawfully be limited;
- (c) wilful misconduct;
- (d) a party's payment obligations; or
- (e) any liability that cannot lawfully be limited or excluded.

17. Term, Termination, and Source Code Handover

17.1 Term

This Agreement commences when the Client accepts a Proposal (as described in Clause 2.1) and continues until: (a) for project-based Services, completion and delivery of the agreed Deliverables; and (b) for Hosting Services and recurring services, the expiry or termination of the applicable service period, unless terminated earlier under this Clause 17.

17.2 Termination by the Client

The Client may terminate a project-based Proposal by written notice. On termination, the Client must pay:

- (a) all fees for Services performed up to the termination date;
- (b) all approved work in progress;
- (c) all non-cancellable third-party costs and commitments; and
- (d) any termination or early-exit fee expressly stated in the Proposal.

A recurring or minimum-term Service may only be terminated in accordance with the notice period, minimum commitment and early-termination provisions stated in the Proposal.

This Clause does not limit any termination right available under applicable law.

17.3 Termination for MyRepublic Digital breach

The Client may terminate the affected Proposal by written notice where MyRepublic Digital materially breaches this Agreement and fails to remedy that breach within thirty (30) days after receiving written notice describing the breach in reasonable detail.

This Clause does not apply where the breach cannot reasonably be remedied within thirty (30) days and MyRepublic Digital has commenced remediation within that period and is diligently continuing it.



17.4 Termination by MyRepublic Digital

MyRepublic Digital may terminate this Agreement, or any active Proposal, with immediate effect by written notice where the Client: (a) materially breaches these Terms and, where the breach is capable of remedy, fails to remedy it within fourteen (14) days of written notice from MyRepublic Digital; (b) fails to pay any undisputed invoice within fifteen (15) days after MyRepublic Digital provides written notice of non-payment; (c) uses the Services for unlawful purposes or in breach of Clause 14 (Acceptable Use); (d) becomes insolvent or subject to administration, receivership, or equivalent proceedings; or (e) provides materially false or misleading information to MyRepublic Digital.

17.5 Source Code Handover on Termination

Upon termination or expiry of this Agreement (for any reason), MyRepublic Digital will, subject to payment of all outstanding fees, provide the Client with a Source Code Handover Package, being a copy of the Website's source code files, database export (where applicable), and digital assets as built and held by MyRepublic Digital at the time of termination.

17.5.1 Source Code Handover Limitations

- As-is delivery only. The Source Code Handover Package is provided strictly as-is, reflecting the Website's state at the time of termination. MyRepublic Digital provides no warranty, support, or guarantee that the source code will function correctly in any hosting environment other than the specific server environment, configuration, software versions, and infrastructure that MyRepublic Digital operated it in.
- No liability for display or functionality elsewhere. MyRepublic Digital is not liable for how the Website renders, displays, functions, or behaves when the source code is deployed in any other hosting environment. Website rendering depends on server configuration, PHP or Node.js version, installed dependencies, database connection settings, environment variables, third-party API keys, and numerous other environment-specific factors that are outside MyRepublic Digital's control once the Client takes possession of the source code.
- No ongoing support or hosting. MyRepublic Digital's obligations to host, maintain, monitor, or support the Website end on the termination date. MyRepublic Digital will take the Website offline on or after termination, subject to any agreed wind-down period.
- Third-Party Materials. The Source Code Handover Package may include Third-Party Materials (plugins, themes, open-source components) that are subject to their own licence terms. The Client is responsible for ensuring it holds any necessary licences to continue using those components independently of MyRepublic Digital. MyRepublic Digital does not transfer any third-party licences to the Client through the handover.
- Migration and rehosting costs. Any costs associated with migrating, rehosting, reconfiguring, or redeveloping the Website after termination are entirely the Client's responsibility. MyRepublic Digital may provide migration assistance as a separately quoted professional services engagement if requested, but has no obligation to do so.

17.5.2 Handover Request and Retention Period

The Client must request the Source Code Handover Package within thirty (30) days after termination or expiry. Subject to payment of all outstanding amounts, MyRepublic Digital will provide the standard Source Code Handover Package without an additional handover fee unless a fee is expressly stated in the Proposal or an accepted service schedule. Additional migration, deployment, technical assistance, data conversion, documentation or reconfiguration work may be separately quoted.

Unless a longer period is required by law or agreed in writing, MyRepublic Digital may permanently delete Website files and data from its active systems sixty (60) days after termination. Backup copies may remain for a limited period under MyRepublic Digital's ordinary backup-retention processes and will not be restored except where legally required or separately agreed.



17.6 Effect of termination generally

On termination or expiry: (a) all outstanding fees become immediately due and payable; (b) Hosting Services will be suspended and the Website will be taken offline on or after the termination date; (c) each party will return or destroy the other party's Confidential Information, except as required by law; and (d) the provisions of this Agreement that by their nature should survive termination will do so, including Clauses 11, 15, 16, 17.4, 18, 19 and 20.11.

18. Indemnification

18.1 Client indemnity

The Client indemnifies MyRepublic Digital and its officers, employees and agents against third-party claims, damages, liabilities, penalties, costs and reasonable legal expenses arising from:

- (a) Client Materials or content supplied, approved or published by the Client;
- (b) the Client's breach of Clause 3.2, Clause 12 or Clause 14;
- (c) unlawful activity conducted through the Website by or on behalf of the Client;
- (d) infringement of third-party intellectual property rights by Client Materials; or
- (e) modifications, systems or integrations introduced by the Client or its other suppliers.

The indemnity is reduced to the extent the relevant loss was directly caused by MyRepublic Digital's breach, negligence or wilful misconduct.

18.2 Indemnity procedure

A party seeking indemnification must:

- (a) notify the indemnifying party promptly after becoming aware of the claim;
- (b) provide reasonable cooperation at the indemnifying party's cost; and
- (c) permit the indemnifying party to control the defence and settlement of the claim,

provided that no settlement may impose an admission, payment obligation or ongoing liability on the indemnified party without its prior written consent.

19. Force Majeure

Neither party is liable for delay or failure to perform an obligation, other than a payment obligation, to the extent caused by an event beyond its reasonable control, including:

- (a) natural disaster, fire, flood, severe weather or pandemic;
- (b) war, terrorism, civil unrest, industrial action or government action;
- (c) electricity, internet or telecommunications failure;
- (d) cloud platform, data centre, domain registry, DNS, content delivery network or critical third-party provider failure;
- (e) cyber-attack, denial-of-service attack or widespread security incident; or
- (f) a failure or interruption affecting a third-party AI, payment, analytics, communications or software provider.

The affected party must use reasonable efforts to minimise the impact and resume performance.



If the Force Majeure Event continues for more than sixty (60) consecutive days and materially prevents performance of the affected Services, either party may terminate the affected Proposal by written notice. Fees for Services already performed and non-cancellable commitments remain payable.

20. General Terms

20.1 Governing law

This Agreement is governed by the laws specified in Schedule 1 for the Client's Region. The parties submit to the jurisdiction or dispute forum specified in Schedule 1.

Before commencing formal legal proceedings, the parties must first attempt to resolve the dispute through good-faith discussions between their senior representatives for at least thirty (30) days after written notice of the dispute is given.

This Clause does not prevent either party from seeking urgent injunctive, interlocutory or other interim relief, or from commencing debt recovery proceedings in any court of competent jurisdiction.

20.2 Amendments

MyRepublic Digital may update these Terms from time to time. For project-based Services, the Terms in effect at the time the Proposal was accepted apply to that project. For recurring Services, MyRepublic Digital may update these Terms by providing at least thirty (30) days' written notice before a material change takes effect. A material change will not retrospectively alter accrued rights or amounts already payable.

If a material change substantially disadvantages the Client, the Client may terminate the affected recurring Service by written notice before the change takes effect, without an additional early-termination fee, except where the change is reasonably required by law, regulation, security requirements or a third-party provider on which the Service depends.

Continued use of recurring services after the effective date constitutes acceptance of the updated Terms.

20.3 Entire agreement

This Agreement constitutes the entire agreement between the parties regarding the Services and supersedes all prior discussions, representations, proposals, correspondence and understandings relating to those Services.

If there is any inconsistency between the documents forming the Agreement, the following order of precedence applies:

- (a) any signed Statement of Work or Proposal;
- (b) Schedule 1, but only in relation to regional legal requirements;
- (c) these Terms; and
- (d) any other document expressly incorporated by reference.

A Proposal prevails over these Terms only to the extent that it expressly identifies the clause being varied or clearly states that a different commercial arrangement applies.

20.4 Severability

If any provision is found invalid or unenforceable, it will be limited to the minimum extent necessary and the remaining provisions will continue in full force.



20.5 Assignment

Neither party may assign this Agreement without the other's prior written consent, except in connection with a merger, acquisition, or sale of substantially all of that party's relevant assets.

20.6 Relationship

MyRepublic Digital is an independent contractor. This Agreement does not create an employment, agency, or partnership relationship.

20.7 Waiver

No waiver of any right under this Agreement is effective unless in writing. Failure to exercise a right does not constitute a waiver.

20.8 Notices

A notice under this Agreement must be in writing and sent:

- (a) to MyRepublic Digital at the email address stated in these Terms or another address notified in writing; and
- (b) to the Client at the billing, administrative or primary contact email address recorded in the Proposal or Client account.

A notice is deemed received:

- (a) if sent by email, when the sender's system records successful transmission, unless the sender receives an automated failure notice; or
- (b) if delivered by courier, on recorded delivery.

Notices concerning termination, material breach, indemnity or legal proceedings should be clearly identified as a formal notice.

20.9 Electronic communications and counterparts

The parties agree that this Agreement and any Proposal may be accepted, executed and exchanged electronically, including by electronic signature, email acceptance, online acceptance or payment.

An electronic copy or counterpart is treated as an original, and counterparts together form one instrument.

The Client consents to receiving contractual notices, invoices and service communications electronically.

20.10 Subcontractors and Affiliates

MyRepublic Digital may use its Affiliates, employees, contractors and third-party service providers to perform the Services.

MyRepublic Digital remains responsible for the performance of its contractual obligations, subject to the limitations and third-party exclusions in this Agreement.

Nothing in this Clause requires MyRepublic Digital to disclose confidential commercial arrangements or the identity of every infrastructure supplier, except where disclosure is required by applicable privacy law or an agreed data processing arrangement.

20.11 Confidentiality

Each party must keep confidential all non-public commercial, technical, financial, security and customer information received from the other party (Confidential Information) and use that information only for the purposes of performing or receiving the Services.



A party may disclose Confidential Information to its employees, Affiliates, contractors and professional advisers who need to know it and are subject to confidentiality obligations, or where disclosure is required by law.

This obligation does not apply to information that is publicly available through no breach of this Agreement, was already lawfully known, was independently developed, or was lawfully obtained from another source.

This Clause survives termination for five (5) years, except in relation to trade secrets, credentials and personal data, which remain protected for as long as they retain their confidential nature.



Schedule 1 - Regional Variations

This Schedule 1 forms part of, and is incorporated into, the Agreement. It applies based on the Client's invoicing address, country of incorporation, or registered business address as identified in the Proposal (the "Client's Region"). Where this Schedule conflicts with the main body of these Terms, this Schedule prevails for the Client's Region only. Where the Client's Region is not Singapore, Australia, New Zealand, or Indonesia, the Singapore column applies by default unless otherwise agreed in writing.

Topic	Singapore	Australia	New Zealand	Indonesia
Contracting MyRepublic Digital entity	The MyRepublic Digital entity expressly identified as the supplier in the Proposal. If no Affiliate is identified, the contracting entity is MyRepublic Digital Pte. Ltd. (UEN 201842535D), Singapore.	The MyRepublic Digital entity expressly identified as the supplier in the Proposal. If no Australian Affiliate is identified, the contracting entity is MyRepublic Digital Pte. Ltd. (UEN 201842535D), Singapore.	The MyRepublic Digital entity expressly identified as the supplier in the Proposal. If no New Zealand Affiliate is identified, the contracting entity is MyRepublic Digital Pte. Ltd. (UEN 201842535D), Singapore.	The MyRepublic Digital entity expressly identified as the supplier in the Proposal. If no Indonesian Affiliate or local partner is identified, the contracting entity is MyRepublic Digital Pte. Ltd. (UEN 201842535D), Singapore.
Governing law	Laws of the Republic of Singapore	Laws of New South Wales and the Commonwealth of Australia, as applicable	Laws of New Zealand	Laws of the Republic of Indonesia
Dispute forum	Courts of Singapore; nothing prevents MyRepublic Digital pursuing debt recovery or injunctive relief in any competent jurisdiction including AU, NZ, or ID	Courts of New South Wales, Australia (non-exclusive jurisdiction)	Courts of New Zealand (non-exclusive jurisdiction)	Courts of competent jurisdiction in Indonesia, or BANI arbitration where separately agreed in writing
Currency / invoicing	Singapore Dollars (SGD), unless otherwise agreed	Australian Dollars (AUD), unless otherwise agreed	New Zealand Dollars (NZD), unless otherwise agreed	Indonesian Rupiah (IDR) or US Dollars (USD), as set out in the Proposal
Indirect tax	GST at the prevailing Singapore rate where applicable	GST at 10% where applicable	GST at 15% where applicable	VAT/PPN at the prevailing Indonesian rate, subject to applicable withholding tax rules
Domain registry body	SGNIC for .sg; ICANN-accredited registrars for gTLDs	auDA for .au; ICANN-accredited registrars for gTLDs	Domain Name Commission (InternetNZ) for .nz; ICANN-accredited registrars for gTLDs	PANDI for .id; ICANN-accredited registrars for gTLDs



Topic	Singapore	Australia	New Zealand	Indonesia
Consumer protection overlay	Consumer Protection (Fair Trading) Act 2003 may apply in limited circumstances; Agreement intended for B2B use under Clause 2.2	Where the Client qualifies as a "consumer" under the Australian Consumer Law (ACL), nothing in this Agreement excludes non-excludable ACL consumer guarantees. If MyRepublic Digital breaches a non-excludable guarantee, MyRepublic Digital's liability is limited (where permitted) to re-supply of the Services or the cost of re-supply.	Nothing in this Agreement excludes rights under the Consumer Guarantees Act 1993 (CGA) that cannot lawfully be excluded. Where the Client acquires the Services for business purposes under CGA s43, the CGA does not apply, to the extent permitted.	Agreement intended for B2B use; Indonesian consumer protection law not generally applicable but mandatory protections cannot be excluded
Data protection law	PDPA 2012 and subsidiary regulations	Privacy Act 1988 (Cth), the Australian Privacy Principles and the Notifiable Data Breaches scheme, where applicable.	Privacy Act 2020 and Information Privacy Principles	Law No. 27 of 2022 on Personal Data Protection (UU PDP) and implementing regulations
Business hours (support)	9am to 6pm SGT, Monday to Friday, excluding Singapore public holidays	As stated in the applicable Proposal or service plan	9am to 6pm NZST/NZDT, Monday to Friday, excluding NZ public holidays	9am to 6pm WIB, Monday to Friday, excluding Indonesian national public holidays

Schedule 1.1 - Australian Consumer Law Notice

Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. If a failure does not amount to a major failure, you are entitled to have the problem rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion. This notice applies only to the extent the Client is a "consumer" under the ACL.

Schedule 1.2 - New Zealand Notice

Where the Client acquires the Services for the purposes of a business, the parties agree the Consumer Guarantees Act 1993 does not apply, to the extent permitted by section 43 of that Act. Where the Client does not acquire the Services wholly for business purposes, nothing limits the Client's rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

Schedule 1.3 - Indonesia Notice



This Agreement may be provided with an Indonesian-language version where required by Law No. 24 of 2009. In the event of inconsistency between English and Indonesian versions, the English version prevails for interpretation purposes between MyRepublic Digital and the Client, to the extent permitted by Indonesian law.



Contact Information

If you have any questions about these Terms and Conditions, please contact us at:

MyRepublic Digital Pte. Ltd.

UEN: 201842535D

Registered Address: 11 Lorong 3 Toa Payoh, #04-11/15 Jackson Square, Singapore 319579

Website: www.myrepublicdigital.com

Email: enquiry@myrepublicdigital.com

