



NIUM

**GLOBAL INSTAREM MOBILE APP
TERMS & CONDITIONS**

**DECEMBER 2019
SINGAPORE**

InstaReM (Powered by NIUM) Mobile App – Biometric Authentication Service ("InstaReM (Powered by NIUM) Biometric Authentication") is a service provided by NIUM Pte. Ltd. (formerly known as InstaReM Pte. Limited) that enables you to access the InstaReM (Powered by NIUM) Mobile App using the InstaReM (Powered by NIUM) Biometric Authentication, subject to the following terms and conditions ("Terms and Conditions").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. By using the InstaReM (Powered by NIUM) Biometric Authentication services, you will be deemed to have agreed to these Terms and Conditions. If you do not agree with these Terms and Conditions, you should immediately discontinue your access to InstaReM (Powered by NIUM) Mobile App using the InstaReM (Powered by NIUM) Biometric Authentication services.

2. These Terms and Conditions are in addition to and are to be read together with InstaReM (Powered by NIUM)'s Client Terms and other documents related to our services. The Client Terms can be accessed at <https://www.instarem.com/info/all-policies>. The words used in these Terms and Conditions shall have the same meanings ascribed to them in the Client Terms.

3. In the event of any conflict or inconsistency between these Terms and Conditions and Client Terms, these Terms and Conditions shall prevail.

4. We can, at any time at our absolute discretion, vary, add, delete or amend these Terms and Conditions, by providing you with twenty one (21) days' prior notice, either through your email or by way of posting on the InstaReM (Powered by NIUM) Mobile App or our official website at <https://www.instarem.com/info/all-policies> or in any other manner that we choose.

5. The InstaReM (Powered by NIUM) Biometric Authentication Service is available only for InstaReM (Powered by NIUM) Mobile App users having permitted mobile devices. You will need to activate the fingerprint recognition function on your permitted mobile device to use InstaReM (Powered by NIUM) Biometric Authentication. Additionally, at this time, InstaReM (Powered by NIUM) will implement face ID recognition only with iPhone X.

6. To register for the InstaReM (Powered by NIUM) Biometric Authentication services, you must go through a registration process by entering your chosen User ID and password.

7. Once you have registered for the InstaReM (Powered by NIUM) Biometric Authentication services, you will be able to access the InstaReM (Powered by NIUM) Mobile App through your permitted mobile device using the fingerprint recognition function that you registered and face ID for iPhone X.

8. If persons other than you have their fingerprints registered and stored under your permitted mobile device, such persons will be able to access the InstaReM (Powered by NIUM) Mobile App and access your mobile account. Twins can open your account for iPhoneX users.

9. You understand and are aware of the need to take all reasonable steps to ensure and prevent any unauthorized and/or fraudulent use of your permitted mobile device.

10. You agree that, you shall not allow any fingerprint(s) belonging to any one besides you from being registered on your permitted mobile device or to allow such fingerprint(s) besides your own fingerprint to be used to access the InstaReM (Powered by NIUM) Mobile App on your permitted mobile device. You also acknowledge that the authentication is performed by the mobile app by interfacing with the fingerprint authentication module on the permitted mobile device and that you agree to the authentication process.

11. You can deactivate the InstaReM (Powered by NIUM) Biometric Authentication Service at any time once you have signed in to the InstaReM (Powered by NIUM) Mobile App.

12. You acknowledge and agree that we make no guarantee, representation, warranty or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App, including but not limited to:

a. whether InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App will meet your requirements; or

b. whether InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App will always be available, accessible or function with any network infrastructure, system or such other Service as we may offer from time to time.

13. To the fullest extent permitted by applicable laws and regulations, without prejudice to any other provisions under these Terms and Conditions, you agree that we shall not be liable for any damages, loss, costs and expenses you may suffer in connection with the InstaReM (Powered by NIUM) Biometric Authentication services, including damages, loss, costs and expenses arising from:

a. the provision by us of and/or your use of the InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App;

b. any unauthorised access and/or use of your permitted mobile device;

c. the use in any manner and/or for any purpose by any person at any time of any information or data:

l. relating to you;

- II. transmitted through your use of the InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App; and/or
- III. obtained through your use of the InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App.
- d. access to the InstaReM (Powered by NIUM) Mobile App by way of the InstaReM (Powered by NIUM) Biometric Authentication Service by anyone other than yourself;
- e. any event the occurrence of which we are not able to control or avoid by the use of reasonable diligence; and/or
- f. the suspension, termination or discontinuance of the InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App.
14. In addition, and without prejudice to any other right or remedy (at law or otherwise), you agree to indemnify us and hold us harmless from and against any losses, damages, costs and expenses suffered by us in connection with:
- a. your access and use of the InstaReM (Powered by NIUM) Biometric Authentication Service and the InstaReM (Powered by NIUM) Mobile App;
- b. any improper or unauthorised use of the InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App by you;
- c. any improper use of your permitted mobile device (whether authorised by you or otherwise);
- d. any act or omission by any third party (including a relevant mobile or internet service provider);
- e. any delay or failure in any transmission, dispatch or communication facilities;
- f. any breach by you of these Terms and Conditions.
15. To the extent that any of the limitations set out above are not permitted by law, our liability to you arising from or in respect of your use of the InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to our provision of the InstaReM (Powered by NIUM) Biometric Authentication Service or the InstaReM (Powered by NIUM) Mobile App shall not exceed the fees and charges received by us from you in respect of your use of the InstaReM (Powered by NIUM) Biometric Authentication Service and the InstaReM (Powered by NIUM) Mobile App.
16. If any of the provisions of these Terms and Conditions is or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in these Terms and Conditions; the remainder of these Terms and Conditions is to continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.
17. Any failure or delay by us in exercising or enforcing any right we have under these Terms and Conditions does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.
18. In the event we are unable to observe or perform any of these Terms and Conditions due to or caused by events beyond our control or events which we cannot reasonably be expected to prevent or avoid, we shall be excused from performing these Terms and Conditions for the duration of the event. We shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with the events. Examples of such events include but are not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power blackouts or failures, labor disputes or acts, demands or requirements of governments.
19. These Terms and Conditions will be governed by and construed in accordance with the laws of Singapore, and you irrevocably:
- a. submit to the non-exclusive jurisdiction of the courts in Singapore;
- b. waive any objection on the ground of venue or forum non convenienc e or any similar ground; and
- c. consent to service of any documents under legal proceedings in any manner permitted under the Terms and Conditions and/or any applicable laws.
20. Meaning of terms:
Permitted mobile device means Apple iPhone 5s or higher / Samsung Galaxy S6 / Samsung Galaxy S6 Edge Plus / Samsung Galaxy Note 5 and such other electronic equipment that we may enable for use with the touch login service from time to time and includes the operating system or software that the device operates on.



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NIUM Pte Ltd. (formerly known as InstaReM Pte. Limited) is the holding company of NIUM subsidiaries globally
It is regulated by MAS under RA No. 01454 in Singapore