

TECH@SHOPEE VIRTUAL CAREER DAY 2021

TERMS OF SERVICE

1. INTRODUCTION

1.1 Welcome to the Tech@Shopee Virtual Career Day 2021 website (the "Site"). Please read the following Terms of Service carefully before using this Site so that you are aware of your legal rights and obligations with respect to Shopee Singapore Private Limited and its affiliates and subsidiaries (individually and collectively, "Shopee", "we", "us" or "our").

1.2 The "Services" we provide or make available include (a) the Site and (b) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application services (including without limitation any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service.

1.3 BY USING THE SERVICES OR ACCESSING THE SITE, YOU SIGNIFY YOUR IRREVOCABLE ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SERVICES OR ACCESS THE SITE.

1.4 Shopee has the right to revise these Terms of Service at any time without providing notice to its users. Your continued use of the Services or access of the Site shall be deemed irrevocable acceptance of those revisions.

1.5 Shopee reserves the right to change, modify, suspend or discontinue any portion of this Site or the Services at any time. Shopee may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.6 Shopee reserves the right to refuse to provide you access to the Site or Services for any reason.

2. PRIVACY

Your privacy is very important to us at Shopee. To better protect your rights we have provided the Shopee Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how Shopee collects and uses the information associated with your use of the Services. By using the Services or accessing the Site, you agree to these Terms of Service and accordingly consent to Shopee's collection, use, disclosure and/or processing of your personal data as described in the Privacy Policy.

3. LIMITED LICENSE

3.1 Shopee grants you a limited license to access the Site and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property displayed in the Site are the property

of Shopee and where applicable, third party proprietors identified in the Site. No right or licence is granted directly or indirectly to any party accessing the Site to use or reproduce any such proprietary Content, trademarks, service marks, brand names, logos and other intellectual property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

3.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with Shopee. You acknowledge that Shopee may, in its sole discretion and at any time, discontinue providing any part of the Services without notice.

4. SOFTWARE

Unless accompanied by a separate license agreement, any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. The software is licensed, not sold, and Shopee reserves all rights to the software not expressly granted by Shopee. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by Shopee.

5. DISCLAIMER

5.1 THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY SEA OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING, SEA DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR THE SERVER THAT MAKES SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

5.2 YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.3 Some jurisdictions do not allow the disclaimer of implied warranties, so some or all of the foregoing disclaimers may not apply to you.

6. EXCLUSIONS AND LIMITATION OF LIABILITY

6.1 IN NO EVENT SHALL SEA BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR LOSS OF USE, PROFITS, REVENUES, GOODWILL OR ANTICIPATED SAVINGS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER, MOBILE PHONE OR MOBILE DEVICE FAILURE) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF SEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO DISCONTINUE ANY USE OF THE SERVICES.

7. LINKS TO THIRD PARTY SITES

The links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of Shopee in any manner whatsoever and you therefore access them at your own risk. Therefore, Shopee is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. Shopee is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by Shopee of any linked site and/or any of its content therein.

8. TERM AND TERMINATION

8.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth within these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In such event, no notice shall be required by Shopee to effect such termination.

8.2 Without prejudice to the generality of clause 7.1, you shall not:

- (a) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- (b) remove any proprietary notices from the Site;
- (c) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of Shopee; or
- (d) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented

by Shopee with respect to the Services and/or data transmitted, processed or stored by Shopee.

9. NON-COMPLIANCE WITH TERMS OF SERVICE

If you believe there has been any non-compliance with these Terms of Service, please contact tech.sg@shopee.com.

10. MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

10.1 If you believe that your work (as included on the Services) has been copied, displayed, or distributed in a way that constitutes copyright infringement, please contact us at tech.sg@shopee.com.

10.2 A notification of claimed infringement must be a written communication as set forth below, and must include substantially all of the following:

- (a) a physical or electronic signature of a person authorised to act on behalf of the owner of the copyright interest that is allegedly infringed;
- (b) a description of such copyrighted work(s) and an identification of what material in such work(s) is claimed to be infringed;
- (c) a description of the exact name of the infringing work and the location of the infringing work on the Services;
- (d) information sufficient to permit Shopee to contact you, such as your physical address, telephone number and e-mail address;
- (e) a statement by you that you have a good faith belief that the use of the material identified in the manner complained of is not authorised by the copyright owner, its agent, or the law;
- (f) a statement by you that the information in the notification is accurate and, under penalty of perjury, that you are authorised to act on the copyright owner's behalf.

11. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- (a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms;
- (b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations; and
- (c) you will only use the Services on a computer on which such use is authorised by the computer's owner.

12. INDEMNITY

You agree to indemnify, defend and hold harmless Shopee, and its shareholders, subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties"), at your expense, from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other dispute resolution

expenses) incurred by any Indemnified Party arising out of or relating to (a) the hosting, operation, management and/or administration of the Services by or on behalf of Shopee, (b) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, or (c) your use or misuse of the Services, or (e) your breach of any law or the rights of a third party.

13. SEVERABILITY

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

14. GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Singapore without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, to the extent applicable, are expressly disclaimed. Any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms of Service against or relating to Shopee or any Indemnified Party under these Terms of Service shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be English.

15. GENERAL PROVISIONS

14.1 Shopee reserves all rights not expressly granted herein.

15.2 Shopee may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

15.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

15.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and Shopee, nor does it authorise you to incur any costs or liabilities on Shopee’s behalf.

15.5 The failure of Shopee at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

15.6 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for Shopee's affiliates and subsidiaries (and each of Shopee's and its affiliates' and subsidiaries' respective successors and assigns).

15.7 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

15.8 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at: tech.sg@shopee.com.

BY MY USE OR CONTINUED USE OF THE SERVICES OR ACCESS OF THE SITE, I UNCONDITIONALLY AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION OF THE SAME HEREAFTER.