

Terms and Conditions

Last Updated: 1st August 2025

1. Acceptance of Terms

By accessing and using Kintivor (the "Portal"), you accept and agree to be bound by the terms and provision of this agreement. If you do not agree to abide by the above, please do not use this service.

2. Definitions

- **"Portal"** refers to Kintivor and all associated services
- **"Company"** refers to PROPELLYST PTE. LTD.
- **"User"** or **"You"** refers to any individual or entity using the Portal
- **"Content"** refers to all data, information, text, graphics, or other materials uploaded, downloaded, or appearing on the Portal

3. Use License

Permission is granted to temporarily access the Portal for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- Modify or copy the materials
- Use the materials for any commercial purpose or for any public display
- Attempt to reverse engineer any software contained on the Portal
- Remove any copyright or other proprietary notations from the materials

This license shall automatically terminate if you violate any of these restrictions and may be terminated by the Company at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

4. User Accounts

4.1 Account Creation

To access certain features of the Portal, you must register for an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Maintain the security of your password and accept all risks of unauthorized access
- Notify us immediately of any unauthorized use of your account

4.2 Account Responsibility

You are responsible for all activities that occur under your account. The Company reserves the right to suspend or terminate accounts that violate these terms.

5. User Conduct

You agree not to use the Portal to:

- Violate any applicable laws or regulations
- Transmit any harmful, threatening, abusive, defamatory, or obscene content
- Impersonate any person or entity or falsely state your affiliation
- Interfere with or disrupt the Portal's operation or servers
- Attempt to gain unauthorized access to any portion of the Portal
- Upload or transmit viruses, malware, or other malicious code
- Collect or harvest any personally identifiable information from other users
- Use automated systems (bots, scripts, etc.) without explicit permission

6. Content and Intellectual Property

6.1 User Content

You retain ownership of content you submit to the Portal. By submitting content, you grant the Company a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and distribute such content in connection with operating the Portal.

6.2 Company Content

The Portal and its original content, features, and functionality are owned by the Company and are protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

6.3 Prohibited Content

You may not submit content that:

- Infringes on intellectual property rights
- Contains personal information of third parties without consent

- Is illegal, harmful, or violates these terms
- Contains spam, advertising, or promotional material (unless authorized)

7. Privacy and Data Protection

Your privacy is important to us. Our collection and use of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the Portal, you consent to the collection and use of information as outlined in our Privacy Policy.

8. Service Availability

8.1 Uptime

While we strive to maintain continuous service availability, the Company does not guarantee uninterrupted access to the Portal. We reserve the right to suspend service for maintenance, updates, or other operational reasons.

8.2 Modifications

The Company reserves the right to modify, suspend, or discontinue the Portal (or any part thereof) at any time with or without notice. We shall not be liable for any modification, suspension, or discontinuance of the Portal.

9. Disclaimers

9.1 "As Is" Basis

The information on this Portal is provided on an "as is" basis. To the fullest extent permitted by law, the Company excludes all representations, warranties, and conditions relating to the Portal and the use of the Portal.

9.2 No Warranties

The Company makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

10. Limitation of Liability

In no event shall the Company or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the

use or inability to use the Portal, even if the Company or its authorized representative has been notified orally or in writing of the possibility of such damage. Some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, so these limitations may not apply to you.

11. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and suppliers from and against any claims, actions, demands, liabilities, and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from your violation of these Terms or your use of the Portal.

12. Termination

12.1 Termination by User

You may terminate your account at any time by contacting support.

12.2 Termination by Company

We may terminate or suspend your account and access to the Portal immediately, without prior notice or liability, for any reason, including without limitation if you breach the Terms.

12.3 Effect of Termination

Upon termination, your right to use the Portal will cease immediately. All provisions of the Terms which by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. Governing Law

These Terms shall be interpreted and governed by the laws of Singapore, without regard to its conflict of law provisions. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Singapore.

14. Dispute Resolution

14.1 Informal Resolution

Before filing any formal dispute, you agree to first contact us at propellyst@protonmail.com to seek an informal resolution.

14.2 Binding Arbitration

Any disputes that cannot be resolved informally shall be resolved through binding arbitration in accordance with the rules of Singapore International Arbitration Centre (SIAC) in SINGAPORE

15. Subscription, Billing & Cancellation

Access to the Portal requires a paid subscription. Subscription fees and billing cycles will be clearly disclosed at the time of sign-up.

Subscriptions automatically renew unless canceled before the end of the current billing period.

You may cancel your subscription at any time from your account settings. Access remains until the end of the current paid term.

No refunds will be issued for partial billing periods unless required by law.

The Company reserves the right to change subscription fees with reasonable prior notice.

16. Personal Data Protection (PDPA Compliance)

The Company adheres to the Personal Data Protection Act (PDPA) of Singapore. By using the Portal, you consent to the collection, use, and disclosure of your personal data as described in our Privacy Policy. You may request access to, correction of, or withdrawal of consent for your data at any time by contacting Play@advisercards.com.

17. Confidentiality of Business Data

The Company understands the sensitive nature of the business data you input into the Portal. We will treat all such data, including appointment records, goals, performance metrics, and uploaded media as confidential.

This data will not be disclosed to third parties without your consent, except as required by law or in anonymized formats for analytical or operational improvements.

18. Severability

If any provision of these Terms is deemed invalid, unlawful, or unenforceable, such provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

19. Entire Agreement

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and the Company regarding the use of the Portal.

20. Changes to Terms

The Company reserves the right to update these Terms at any time. We will notify users of any material changes by email or via portal announcements. Your continued use of the Portal after such modifications constitutes acceptance of the updated Terms.

21. Contact Information

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

PROPELLYST PTE. LTD.

Email: propellyst@protonmail.com

Address: 7 TEMASEK BOULEVARD #12-07 SUNTEC TOWER ONE SINGAPORE (038987)

Phone: +65 8262 5639

By using the Portal, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.