

PARTNER REFERRAL PROGRAM

Last updated: 22 May 2017

The following terms and conditions (“Agreement”) apply to the Partner Referral Program (“Program”) that you engage with Astore Pte Ltd (“Spaceship”), a company incorporated in Singapore with company registration number 201427949H. To become part of Spaceship’s Partner Referral Program, you or the entity or company that you represent (“Partner”) unconditionally consent to be bound by, and are becoming a party to, this Agreement. If you do not unconditionally agree to all of the terms in this Agreement, you do not have a right to become a Partner. If these terms are considered an offer, acceptance is expressly limited to these terms.

DEFINITION

“**Agreement**” refers collectively to the terms and conditions of the Partner Referral Program.

“**Billing cycle**” refers to the recurring interval of time during which you will be billed for your Subscription Plan.

“**Spaceship**”, “**We**”, “**Us**” refers to Astore Pte. Ltd., a company incorporated in Singapore with company registration number 201427949H.

“**Subscription Plan**” refers to the monthly recurring plan that you have subscribed to.

1. PARTNER PROGRAM ENROLLMENT

To enrol into the Program, you must complete the online application form (“**Partner Registration Form**”) for participation in the Program found on Spaceship’s website (“**Site**”) and enter this Agreement. Spaceship may accept or reject any application at its sole discretion. Enrollment in Spaceship’s Program is only confirmed after receiving a confirmation in the form of an email from us notifying of your successful enrollment. Upon receiving confirmation of the successful enrollment into the Program, a referral number will be assigned to the Partner.

2. REFERRING CONTACTS TO SPACESHIP

Partners who have successfully enrolled into the Program can now refer contacts (“**Invitee**”) to Spaceship by filling up an online form (“**Referral Form**”) found on Spaceship’s site. The Partner shall fully complete and submit the Referral Form to Spaceship. Upon the submission of the form, the Partner’s referral number will be assigned to the Invitee, provided that the Invitee has not used Spaceship’s services before and the Invitee does not have an existing Partner assigned. Spaceship will get into contact with the Invitee based on the information indicated in the Referral Form. Spaceship would not, by acting in this capacity, be construed as spam or unsolicited by the invitee, and would be indemnified against any such claims.

3. REWARD ALLOCATION

- 3.1. The Partner receives a reward in accordance to Section 4 of this Agreement when the Invitee becomes a customer of Spaceship and has fulfilled the conditions listed in Section 3.2 of this Agreement. The Invitee is deemed as a customer after signing up for a Spaceship Subscription Plan and has made payment for the first billing cycle of the Invitees Subscription Plan. The date that the Invitee becomes a customer is recorded as the date of the first billing cycle.
- 3.2. Upon an Invitee becoming a Customer, the Partner will receive a referral reward in accordance to Section 4 of this Agreement. in accordance to the rewards listed in the table below, if all of the following conditions are met:

- 3.2.1. The Invitee subscribes to either a General Items Plan, Marketing Merchandise Plan or a Retail Marketing Plan
 - 3.2.2. The Invitee is a first time customer of Spaceship and does not have any pre-assigned Partners
 - 3.2.3. The Invitee successfully makes payment for the second billing cycle of the Subscription Plan
- 3.3. Upon becoming a Customer, the Invitee will receive a referral reward in accordance to the rewards listed in Section 4 of this Agreement if all of the following conditions are met:
- 3.3.1. The Invitee is a first time customer of Spaceship
 - 3.3.2. The Invitee has been assigned to an existing Partner
 - 3.3.3. The Invitee subscribes to either a General Items Plan, Marketing Merchandise Plan or a Retail Marketing Plan.
 - 3.3.4. The Invitee makes payment for at least two months of the Subscription Plan monthly fees
 - 3.3.5. The Invitee becomes a Customer within 90 days of being submitted by the Partner.

4. REWARD DETAILS

	Partners	Invitees
Reward Details - General Items Plan - Marketing Merchandise Plan - Retail Inventory Plan	\$50 SGD Cash \$80 SGD Cash \$80 SGD Cash	\$50 SGD Credits \$80 SGD Credits \$80 SGD Credits
Redemption Eligibility	Every five (5) successful Invitees becoming customers	Upon the payment of the second billing cycle of the Subscription Plan
Payout Method	Bank Transfer	Credit will be automatically allocated to the second billing cycle of the Subscription Plan

5. REWARD REDEMPTION AND PAYOUT

- 5.1. The Partner accumulates rewards as Invitees assigned under the Partner becomes customers. These rewards are redeemable after every five (5) successful Invitees becoming Customers via a cash payout. To redeem the reward, the partner must fully complete a form ("**Redemption Form**") that is sent to them via an email link. Upon the verification and confirmation via email of the successful redemption, Spaceship will make payment for the redeemed reward via bank transfer or cheque, to the bank account details provided by the Partner in the Redemption Form, fifteen (15) days after the end of the calendar month that the reward redemption has been received, verified and confirmed by Spaceship.
- 5.2. The Invitee will receive the referral rewards in the form of credits at the end of the first billing cycle of the Subscription Plan. This reward can only be used to offset the Subscription Plan fees and will be applied automatically to the second billing cycle of the Invitees Subscription Plan. Credits allocated to the Invitee are strictly not exchangeable for cash.

- 5.3. All rewards payment are non-transferrable and non-assignable.
- 5.4. Each party shall be responsible to pay for all taxes, duties, government impositions, and expenses that is incurred in connection with the performance of this Agreement.

6. WARRANTIES AND DISCLAIMERS

- 6.1. The Partner warrants that (a) the Partner will use all information provided by Spaceship in a manner that complies with applicable law; (b) the Partner shall not make any representation, guarantee or warranty pertaining to the services of the Company except as expressly authorized in writing by Spaceship; (c) the Partner will not make any false or misleading representations with regard to Spaceship or Spaceship's services.
- 6.2. Neither Spaceship or the Partner makes any other warranties, express or implied, and each specifically disclaims all implied Warranties of merchantability, noninfringement, and fitness for a particular purpose.

7. LIMITATIONS AND LIABILITIES

- 7.1. Except with respect to any obligations set forth in the Section 6 of this Agreement, neither party will be liable or obligated with respect to any subject matter of this Agreement or under any contract, tort, strict liability or other legal or equitable theory, whether or not advised of the possibility of such damages whatsoever, for any special, indirect, incidental, exemplary, punitive, reliance or consequential damages.
- 7.2. In no event shall Spaceship's liability exceed the Referral rewards paid by Spaceship to the Referral or Invitee during the six (6) months prior to the commencement of the action giving rise to such liability.

8. SEVERABILITY

If any part of this Agreement is held invalid or unenforceable, the portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Rights under this Agreement will survive any termination of this Agreement for a period of 5 years.

9. TERMINATION AND CHANGES

Spaceship may suspend or terminate this Program or a Partner's ability to participate in the Program at any time for any reason. Spaceship reserves the right to suspend accounts and remove Referral and Invitee rewards if we notice any activity that we believe to be fraudulent, or in violation of this Agreement or Spaceship's Master Terms and Conditions. We reserve the right to review and investigate all referral activities and to suspend or modify referral rewards in our sole discretion as deemed fair and appropriate.

10. MODIFICATION

Spaceship may modify any term or condition of this Agreement, at any time and in its sole discretion, by notifying the Partner of a change notice or a new agreement through an email. If any modification is deemed to be unacceptable, the only recourse is to terminate this Agreement. The Partner's continued participating

in this Program following a notification of a change in this Agreement constitutes binding acceptance of the change.

11. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Singapore. The parties involved in this Agreement agree to submit exclusively to the jurisdiction of the courts of Singapore.