

Terms and Conditions

Last updated: October 5, 2023

Welcome to TextHub! These Terms and Conditions ("Terms") are here to outline the rules and regulations governing your use of TextHub and the associated software, content, and services collectively referred to as the "Services." These Services are made available to you through the website texthub.me and its subdomains (the "Website").

Before you dive into our offerings, we kindly ask you to carefully read and understand these Terms. By accessing and using our Services, you agree to be legally bound by these Terms, as well as all relevant laws, regulations, and rules. If you do not agree with any part of these Terms, we kindly request that you refrain from using our Services.

The terms "TextHub," "us," or "we" are used to refer to TEXTHUB PTE LTD, a software company that conceptualized and developed TextHub. We are incorporated in Singapore and operate remotely.

In these Terms, the word "device" pertains to the tool you use to access our Services, which may include, but is not limited to, computers, smartphones, and tablets.

Throughout these Terms, the term "you" represents the user of our Services.

Should you decide to register for any of our Services or engage with them in any manner, you signify your agreement to these Terms and your commitment to comply with them. If you disagree with these Terms, we kindly ask that you refrain from using our Services.

For any inquiries, concerns, or correspondence related to TextHub or these Terms, please don't hesitate to reach out to us at hello@ark.software.

PLEASE TAKE NOTE: These Terms incorporate an arbitration clause. Except for specific types of disputes mentioned in the arbitration clause, both you and TextHub consent to the resolution of disputes regarding these Terms or your use of our Services through mandatory binding arbitration. Additionally, you and TextHub waive any right to engage in a class action lawsuit or class-wide arbitration.

1. OUR SERVICES

TextHub offers a self-help program based on communication with your personal chatbot through a text and image interface.

1.1. Medical disclaimer

TextHub is a provider of software and content designed to improve your mood and emotional wellbeing. However we are not a healthcare or medical device provider, nor should our Services be considered medical care, mental health services or other professional services. Only your physician or other healthcare providers can do that.

1.2. Emergencies

Use of the Services is not for emergencies. If you think you have a medical or mental health emergency, call 911 or 112 or go to the nearest open clinic or emergency room.

If you are considering or committing suicide or feel that you are a danger to yourself or others, you must discontinue use of the Services immediately, call 911 or 112 or notify appropriate police or emergency medical personnel.

1.3. Modifications to the Services

We reserve the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that TextHub will not be liable to you or to any third party for any modification, suspension or discontinuance of any Services.

2. MEMBERSHIP, SUBSCRIPTIONS, PREMIUM ACCESS

2.1. Becoming a member

You will be required to register (“Sign up”) with TextHub and become a TextHub Member in order to access and use the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the registration forms. Registration data and certain other information about you are governed by our Privacy Policy.

2.2. Once a member

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify TextHub of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. TextHub will not be liable for any loss or damage arising from your failure to comply with this Section.

2.3. Your membership

As a TextHub Member, you will receive access to content, features, and functions of the Services that are not available to non-members.

By agreeing to become a Member you opt-in to receive occasional special offers, marketing, survey, and Services-based communication emails. You can easily unsubscribe from TextHub commercial emails by following the opt-out instruction in these emails. TextHub memberships and subscriptions are not transferable and therefore cannot be sold or exchanged or transferred in any way whatsoever.

2.4. Subscriptions

2.4.1. Choosing a subscription program

Once you become a TextHub Member, you can choose one of the subscription programs offered in TextHub:

“Free Use”: a free-of-charge program, which gives limited access to the Services. The “Free Use” is aimed at users who cannot afford any of our subscription-fee based programs. We reserve the right to deny the free use to anyone at any time on our own discretion.

“TextHub Premium”: a subscription-fee based program, which gives full access to the Services.

You can become a subscriber to a paid subscription program (b) or (the “Paid Subscriptions”) by purchasing a subscription to the Services within the Website.

2.4.2. Maintaining a Paid Subscription

Any of our paid subscriptions shall be paid in weekly, monthly, semi-annual or annual installments and processed by the payment provider partner through which you originally acquired the subscription.

You will only have access to a paid subscription while it is active and subsisting. Should you fail to pay your subscription within 7 days after a due date, you will automatically downgrade to “Free Use”.

The renewal subscription fees will continue to be billed to the Payment Method you provided through the marketplace, automatically until canceled. You must cancel your subscription before it renews each billing period in order to avoid billing of the next subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial-month subscription period.

You can modify or cancel your paid subscription only through the Website where you originally acquired the subscription. To view, modify or cancel your subscription, you may be required to be authenticated under the same user ID.

2.4.3. Refunds

Subscriptions purchased on our website (via Stripe, PayPal or other payment processor) are final and non refundable.

In general, and except as specifically noted on a specific site, to the extent permitted by law, all purchases of our professional resume-writing services are final and no refunds will be provided. Some of our services may include a specific guarantee – please see our package descriptions to confirm whether your package includes any guarantee. If you are dissatisfied with any of our services, please contact the support team for the specific brand or email support@ark.software, and we will provide appropriate assistance.

3. CANCELLATION OF SERVICES

3.1. Cancellation by you

You may cancel your Membership at any time by deleting your account in the app. This action is irreversible. As soon as you delete your account, all the data associated with your use of the Services will be removed permanently. Upon your account deletion, cancellation of a Paid Subscription is effective at the end of the applicable billing period.

You may cancel a Paid Subscription and downgrade to “Free Use” at any time without deleting your account.

Cancellation is effective at the end of the applicable billing period.

3.2. Cancellation by us

We may suspend or terminate your use of the Services as a result of your fraud or breach of any obligation under these Terms. Such termination or suspension may be immediate and without notice.

4. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on our servers on your behalf. You agree that TextHub has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

5. MOBILE SERVICES

Some of our Services are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Website from a mobile device. To the extent you access the Services through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply.

In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding TextHub and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

In the event you change or deactivate your mobile telephone number, you agree to promptly update your TextHub account information to ensure that your messages are not sent to the person that acquires your old number.

6. CONDITIONS OF USE

6.1. User conduct

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by TextHub. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending content from the Services, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Services to:

Email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii)

contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of TextHub, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose TextHub or its users to any harm or liability of any type;

Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or

Violate any applicable local, state, national or international law, or any regulations having the force of law;

Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

Solicit personal information from anyone under the age of 18;

Harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

6.2. Special notice for international use; Export controls

Software (defined below) available in connection with the Services and the transmission of applicable data, if any, is subject to Singapore export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of Singapore export laws. Downloading or using the Software is at your sole risk.

Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

6.3. Commercial use

The Service is for your personal use only. Unless otherwise expressly authorized herein or in the Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

6.4. Use of TextHub by minors

If you are under 18, you are not authorized to use the Services, with or without registering.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Service content, software, and trademarks

You acknowledge and agree that the Services may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by TextHub, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Services. In connection with your use of the Services, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by TextHub from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a

proxy IP address). Any use of the Services or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of TextHub, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by TextHub.

The TextHub name and logos are trademarks and service marks of TextHub (collectively the "TextHub Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to TextHub. Nothing in these Terms and Conditions or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of TextHub Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of TextHub Trademarks will inure to our exclusive benefit.

7.2. Third party material

Under no circumstances will TextHub be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that TextHub does not pre-screen content, but that TextHub and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, TextHub and its designees will have the right to remove any content that violates these Terms and Conditions or is deemed by TextHub, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

7.3. User content transmitted through the Services

With respect to the content or other materials you upload through the Services or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant TextHub and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services ("Submissions"), provided by you to TextHub are non-confidential and TextHub will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that TextHub may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms and Conditions; respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of TextHub, our users and the public. You understand that the technical processing and transmission of the Services, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

7.4. Copyright complaints

TextHub respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify TextHub of your infringement claim in accordance with the procedure set forth below.

We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to TextHub's Copyright Agent at copyright@ark.software (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

TEXTHUB PTE LTD
110 MIDDLE RD
188968 SINGAPORE
SINGAPORE

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

7.5. Counter-notice

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the court located in Singapore and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, TextHub will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, TextHub has adopted a policy of terminating, in appropriate circumstances and at TextHub's sole discretion, users who are deemed to be repeat infringers. TextHub may also at its sole discretion limit access to the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

8. THIRD PARTY WEBSITES

The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that TextHub will not be responsible or liable, directly or

indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that TextHub is not liable for any loss or claim that you may have against any such third party.

9. SOCIAL NETWORKING SERVICES

You may enable, connect or log in to the Services via various online third party services, such as social media and social networking services like Facebook, Instagram or Twitter ("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the Services, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and TextHub shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, TextHub is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, TextHub is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. TextHub enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

10. WARRANTY, INDEMNITY AND LIABILITY

10.1. Indemnity and release

We provide the service as is, and we make no promises or guarantees about it. You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however they arise. You are responsible for your use of the service. If you harm someone else or get into a dispute with someone else, we will not be involved. If you knowingly infringe someone else's intellectual property, and that costs us money, we're going to come find you and collect that money from you. We might also do other stuff, like try to get a court to make you pay our attorney's fees. Don't do it.

10.2. Disclaimer of warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TextHub MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

10.3. Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TextHub WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR

TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL TextHub'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID COMPANY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE Terms and Conditions, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

11. Dispute Resolution and Governing Law

11.1. ALL LEGAL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("Dispute") WILL BE GOVERNED BY THE LAWS OF COUNTRY OF SINGAPORE.

11.2. With respect to any disputes or claims not subject to arbitration, as set forth above, you and TextHub agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Singapore. The failure of TextHub to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms and Conditions without the prior written consent of TextHub, but TextHub may assign or transfer these Terms and Conditions, in whole or in part, without restriction. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms and Conditions or other matters by displaying notices or links to notices generally on the Service.

11.3. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it shall be resolved by arbitration by the Singaporean Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules").

11.4. The parties will mutually select one arbitrator. The arbitration will be conducted in English in Singapore.

11.5. Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement.

11.6. The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

11.7. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

12. GENERAL CONDITIONS

12.1. Termination

You agree that TextHub, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if TextHub believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. TextHub may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that TextHub may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that TextHub will not be liable to you or any third party for any termination of your access to the Service.

12.2. User disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and TextHub will have no liability or responsibility with respect thereto. TextHub reserves the right but has no obligation to become involved in any way with disputes between you and any other user of the Service.

12.3. Entire agreement

These Terms and Conditions constitute the entire agreement between you and TextHub and govern your use of the Service, superseding any prior agreements between you and TextHub with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software.

13. YOUR PRIVACY

At TextHub, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

QUESTIONS? CONCERNS? SUGGESTIONS?

Please contact us at hello@ark.software to report any violations of these Terms and Conditions or to ask us any questions regarding these Terms and Conditions or our Services.