Terms of Use

These Terms of Use are current as of 28 October 2026

The Platform (as defined below), owned and operated by OVH Venture 3 Limited ("**OVH**"), the Materials (as defined below) and the Services (as defined below), is provided to you, under the following terms and conditions of service ("**Terms of Use**"). When you read these Terms of Use, "*you*", "*your*" and "*User*" mean an end user of the Platform (as defined below) and "*OVH*" refers to OVH's successors and assigns.

By clicking the "*I AGREE*" button, you are indicating your agreement to be bound by all terms and conditions of these Terms of Use. If you do not accept all the terms and conditions of these Terms of Use, do not click on the "*I AGREE*" button. If you have not been authorised to use the Platform (as defined below) and/or the Services (as defined below), do not click on the "*I AGREE*" button.

1. DEFINITIONS

In these Terms of Use, unless the context otherwise requires, the following expressions shall have the following meanings:

1.1 "**Additional Terms**" shall be as defined in Clause 5.1.

1.2 "**Content**" means any content, information, functionalities, services or materials, including text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material.

1.3 "**Communications**" means any information, data, instructions, directions, requests or communications3.3.5.

1.4 "**Intellectual Property Rights**" means all copyright, patents, utility innovations, trade marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

1.5 "**Losses**" means all losses, liabilities, settlement sums, costs (including legal costs and costs of other professionals), penalties, fines, charges, expenses, actions, proceedings, claims and demands, whether foreseeable or not.

1.6 "**Materials**" means any Content provided or otherwise made available through the Platform and/or the Services.

1.7 "**New Features**" shall be as defined in Clause 5.2.

1.8 "**Platform**" means the online platform (including any web or mobile versions and mobile applications) branded as ["Lumu"] and any other features, services and functions made available through such platform from time to time, but shall exclude any external website or webpage owned, operated and maintained by any third parties.

1.9 "**Personal Data**" means "*personal data*" as defined in the Personal Data Protection Act 2012 of Singapore.

1.10 "**Prohibited Material**" means any User Data that:

1.10.1 infringes any Intellectual Property Rights or any other proprietary rights of any third party;

1.10.2 contains any computer virus or other invasive or damaging code, program or macro;

1.10.3 is defamatory, libellous or threatening;

1.10.4 is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under any laws or legal requirements (including the provisions of the Singapore Broadcasting (Class Licence) Notification);

1.10.5 is or may be construed as offensive and/or otherwise objectionable, in the sole opinion of OVH; and/or

1.10.6 any junk mail, spam, chain letters, or any unsolicited mass distribution of email.

1.11 "**Services**" means services, information and functions made available by OVH through the Platform.

1.12 "**Trade Marks**" means the trademarks, service marks, trade names and logos used and displayed on the Platform.

1.13 "**User Data**" means any data or information provided by or on behalf of the User through the Platform and/or Services.

2. LICENCE TO USE PLATFORM

2.1 The Platform is proprietary to OVH and must not be used other than strictly in accordance with the terms set out herein. OVH grants to you a personal, limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform for the purpose of accessing and using the Services.

2.2 OVH reserves all rights not granted hereunder.

2.3 For the avoidance of doubt, OVH shall not at any time be obliged to provide any adaptations, enhancements and/or modifications to the Platform, including without limitation any updates, patches, bug-fixes and/or upgrades to the Platform or any new versions and/or releases of the Platform which incorporate new features or functions.

3. GENERAL CONDITIONS FOR THE USE OF PLATFORM, SERVICES AND MATERIALS

3.1 You must comply with any and all notices, guidelines and rules, policies and instructions pertaining to the use and access of the Platform, the Services and/or the Materials as issued and/or amended by OVH from time to time. These notices, guidelines and operating rules and policies will generally be notified to you push notification(s) and/or publication on the Platform or such other method of notification as may be designated by OVH, which you acknowledge shall be sufficient notice for the purpose of this clause.

3.2 You must also abide by all applicable laws, statutes, regulations and acceptable use policies of any connected computer networks and any applicable Internet standards in your use and access of the Platform, the Services and the Materials.

3.3 You must not:

3.3.1 impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;

3.3.2 engage in and/or use or utilise the Platform, the Services and/or the Materials, whether directly or indirectly, for illegal or unlawful purposes, or purposes other than those permitted under these Terms of Use;

3.3.3 use, send, distribute or upload, in any way, data, software or User Data that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components that may impair or damage the operation of the Platform or the Services, and/or another's computer or device;

3.3.4 attempt to gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform and/or the Services; or

3.3.5 post, promote or transmit through the Platform any Prohibited Material.

3.4 The Platform, the Materials and/or the Services is provided solely for general companionship, entertainment, and recreational purposes. You acknowledge and accept that:

3.4.1 **AI-generated content**: any responses generated by the Platform is generated by an artificial intelligence system which does not have any feelings, consciousness or personal experiences. Responses generated by the Platform are produced automatically and may be inaccurate, incomplete, inconsistent, out of date or unsuitable for your circumstances. We do not review or supervise, and no human being (including any licensed healthcare professional) reviews or supervises, your interactions with the Platform. You are solely responsible for any decisions you make or actions you take in connection with your use of the Platform, the Materials and/or the Services;

3.4.2 **No medical advice**: the Platform, the Materials and/or the Services is not intended to provide and does not provide any medical, health, psychological or psychiatric advice, diagnosis or treatment, and nothing made available through the Platform, the Materials and/or the Services is intended to be, or should be relied on as, such advice, diagnosis or treatment. The Platform, the Materials and/or the Services is not a substitute for therapy, counselling, psychotherapy or any other professional mental health support. The Platform, the Materials and/or the Services is not a medical device and is not intended to diagnose, treat, cure, mitigate or prevent any disease, disorder or condition, including any mental health condition. You should always seek the advice of a qualified healthcare professional about any medical or mental health question or condition. You must never disregard, delay or discontinue professional advice or treatment because of anything generated by or encountered through the Platform, the Materials and/or the Services;

3.4.3 **No professional relationship**: your use of the Platform, the Materials and/or the Services does not create any healthcare-patient and/or any other professional relationship between you and us or any other person; and

3.5 **Not an emergency service**: the Platform, the Materials and/or the Services is not a crisis, emergency or suicide-prevention service. It is not designed to, and cannot reliably, identify or respond to emergencies, risks of harm to yourself or others, or other situations requiring urgent assistance. We do not monitor conversations in real time and will not contact emergency services on your behalf. The Platform, the Materials and/or the Services may from time to time display information about support services, but you must not rely on it to automatically effect any contact with such support services on your behalf. IF YOU ARE IN CRISIS, ARE THINKING ABOUT HARMING YOURSELF OR OTHERS, OR IF YOU OR ANYONE ELSE IS IN IMMEDIATE DANGER, STOP USING THE SERVICE AND CONTACT YOUR LOCAL EMERGENCY SERVICES: (995 (ambulance and fire) and 999 (police)) OR A CRISIS HELPLINE (Samaritans of Singapore (SOS) 24-hour hotline 1767, SOS CareText on WhatsApp 9151 1767, and the IMH Mental Health Helpline 6389 2222; and, for anyone outside Singapore, findahelpline.com and befrienders.org) IMMEDIATELY.

3.6 OVH shall be under no obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of any access, use and/or Communications carried out or transmitted through the Platform, the Materials and/or the Services by you. OVH shall not be responsible or liable for any Losses incurred or suffered by you or any person by reason of or arising from or as a consequence of any Communications effected by you or purported to be effected by you through the Platform or using any of the Services and/or the Materials.

4. RESERVATION OF RIGHT AND AUTHORISATION

4.1 OVH may (but shall not be obliged to) at any time, at its sole, unfettered and absolute discretion and without giving any reason or prior notice, upgrade, maintain, modify, alter, suspend, discontinue the provision of or remove (including downtime for the maintenance of the Platform), whether in whole or in part, the Platform and/or any Services and, in such event, OVH shall not be liable for any Losses which may be incurred by you or any third party as a result.

4.2 OVH reserves the right, but shall not be obliged to: (i) monitor, screen, censor or otherwise control any activity on and/or the User Data on the Platform; (ii) investigate any violation of the terms and conditions contained herein and take any action, or refrain from taking any action, as it deems appropriate in its sole, unfettered and absolute discretion; (iii) prevent or restrict access of any User (including your access) to the Platform, the Services and/or the Materials; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.

4.3 Without prejudice to any other rights which OVH may have under these Terms of Use, OVH reserves the right to suspend, terminate or disable your access and/or use of the Platform and/or the Services at any time.

5. OTHER APPLICABLE TERMS/NEW FEATURES

5.1 In addition to these Terms of Use, the use of specific aspects of the Platform, the Services and/or the Materials, and/or more comprehensive or updated versions of the Platform, the Services and/or the Materials, may be subject to additional terms and conditions ("**Additional Terms**"), which will apply in full force and effect.

5.2 OVH reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, information, functions and/or features (collectively, "**New Features**") to the Platform. The term "*Services*" shall include New Features which are provided through the Platform respectively at no charge or fee unless otherwise indicated.

5.3 All New Features shall be governed by these Terms of Use and may be subject to Additional Terms which you shall be required to agree to before access to and use of such New Features are provided, and shall be deemed to have agreed to upon use of such New Features. In the event of any inconsistency between these Terms of Use and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the New Features in question unless otherwise provided.

6. DISCLAIMERS

6.1 User Data, Materials, products and services from various sources such as OVH, its licensors, its service providers and/or other Users and any other third party User Data and/or Content providers, including websites or webpages owned, operated and maintained by OVH's licensors or any other third party may be included or provided through the Platform. Such inclusion or provision is not an endorsement by OVH of any User Data, Material, products or services from the aforementioned sources. The access and/or use of any such User Data, Material, products and services is entirely at your own risk.

6.2 Neither OVH, its related corporations, third party service providers (including OVH's licensors), nor each of their officers, directors, employees, agents, independent contractors, successors or assigns, shall be responsible or liable for any errors, delays or omissions in the Platform, the Services, the Materials or any part thereof, or for any actions taken in reliance thereon.

6.3 For the avoidance of doubt, any hyperlink to any other website or webpage is not an endorsement or verification of such website or webpage and should only be accessed at your own risk.

7. NO WARRANTY

7.1 The Platform, the Services and the Materials are provided "*as is*" and "*as available*". NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, CONDITION, DESCRIPTION, QUALITY, PERFORMANCE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, IS GIVEN IN CONJUNCTION WITH THE PLATFORM, THE SERVICES, THE MATERIALS OR ANY INFORMATION AND MATERIALS PROVIDED THROUGH THE SERVICE. Without prejudice to the generality of the foregoing, OVH does not warrant: (i) the accuracy, timeliness, adequacy, completeness, currency, reliability, performance or continued availability of the Platform, the Services and/or the Materials; (ii) that your use of and/or access to the Platform, the Services and/or the Materials, or the operation of the Platform, the Services and/or the Materials, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the Platform, the Services and/or the Materials will meet your requirements or are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and (iv) that use of the Platform, the Services and/or the Materials by you will not infringe rights of third parties. In addition, OVH makes no warranty regarding any transactions entered into through the Platform.

7.2 You acknowledge and agree that transmissions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. You acknowledge and agree that OVH does not warrant the security of any information transmitted by or to you using the Platform or the Services and you hereby accept the risk that any information transmitted or received using the Platform or the Services may be accessed by unauthorised third parties and/or disclosed by OVH and by its officers, employees or agents to third parties purporting to be you or purporting to act under your authority. You will not hold OVH, its related corporations, or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any Losses (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure.

8. EXCLUSION OF LIABILITY

8.1 OVH, its related corporations, its third party providers and each of their officers, directors, employees, agents, independent contractors, successors and assigns shall in no event nor for any reason whatsoever be liable, even if the relevant party has been advised of the possibility of such Losses, any Losses, including direct, indirect, incidental, special, consequential exemplary or punitive claims, expenses, loss or damages, economic loss, or any claims for loss of profits or loss of use, whatsoever or howsoever caused (regardless of the form of action) whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly from or in connection with: (i) any access, use or the inability to access or use the Platform, the Services and/or the Materials; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, or computer virus or other malicious, destructive or corrupting code, agent, program or macro; (iii) any use of or access to any other website or webpage provided through the Platform, the Services and/or the Materials; (iv) any services, products, information, data, software, User Data or other material obtained or downloaded through the Platform, Services and/or the Materials or from any other website or webpage provided through the Platform, the Services and/or the Materials or from any other party referred through the Platform, the Services and/or the Materials, or through the use of the Platform, the Services and/or the Materials; (v) any use or misuse of the Platform, the Services and/or the Materials; (vi) any reliance on the Platform, the Services and/or the Materials; or (vii) any activity on and/or User Data transmitted through the Platform, including the Materials, or any error, omission, falsehood, inaccuracy or any Prohibited

Material being contained in any such activity or User Data. In addition, in no event shall OVH be liable to you, or any other party for: (a) any amounts due from other Users of the Platform or the Services; and/or (b) damages arising in connection with the downloading or installation of, or the inability to download or install the Platform or any third party application required to access and/or use the Platform, by you or other third party.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1 The Intellectual Property Rights in and to the Platform, the Services and the Materials are owned, licensed to or controlled by OVH, its licensors and/or its service providers (or the relevant third party where applicable), and shall remain at all times the sole and exclusive property of OVH (or the relevant third party where applicable). You shall have no right or interest in and to the Platform, the Services and the Materials, whether by way of license or otherwise, save as provided in Clause 2.1. OVH reserves the right to enforce its Intellectual Property Rights to the fullest extent of the law.

9.2 You shall not under any circumstances:

9.2.1 copy, sell, resell, assign, licence, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "*pay-per-use*" basis, publish or otherwise reproduce the Platform, the Services, and/or the Materials or any part thereof in any form by any means;

9.2.2 adapt, modify, decompile, disassemble, localise, port, reverse engineer, hyperlink, mirror, frame, transfer or transmit in any manner or by any means or store in an information retrieval system or install on any servers, system or equipment, the Platform, the Services and/or the Materials or any part thereof;

9.2.3 remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained within the Platform, Services and/or the Materials;

9.2.4 prepare or develop derivative works based on the Platform, the Services and/or the Materials;

9.2.5 use the name, trademarks, trade names, and logos of OVH, its licensors and/or its service providers; and

9.2.6 misrepresent the ownership or the source of the Materials,

without OVH's prior written permission or that of the relevant Intellectual Property Rights owners. Any breach of the aforesaid restrictions shall result in immediate and automatic termination of all rights and licences granted hereunder. The use restrictions set out herein shall survive the termination of these Terms of Use.

9.3 Subject to Clause 9.4, permission will only be granted to you to view, listen to, download, print or use the Materials for informational and non-commercial purposes, provided that:

9.3.1 you do not modify the Materials and that OVH or the relevant Intellectual Property Rights owners retain all copyright and other proprietary notices contained in the Materials, including labels of the origin or source of the Materials;

9.3.2 you do not reuse or retransmit any such Materials (or part thereof) to any other person or entity without the prior written approval of OVH or the relevant Intellectual Property Rights owners; and

9.3.3 comply with all applicable laws.

9.4 **Trade Marks**: The Trade Marks are registered and unregistered trademarks of OVH, its licensors, its service providers and/or other third parties. Nothing on the Platform, the Services and/or the Materials and in these Terms of Use shall be construed as granting, by implication, estoppel, or

otherwise, any licence or right to use (including as a meta tag or as a "*hot*" link to any other website) any Trade Marks displayed on the Platform and/or the Materials, without the written permission of OVH or any other applicable Trade Mark owner.

9.5 **User Data**:

9.5.1 You warrant and represent that you have the right and authority to submit your User Data and that your User Data or any part thereof does not infringe the Intellectual Property Rights or any other rights of any third party.

9.5.2 You acknowledge that OVH and its related corporations, directors, officers, employees, contractors and agents shall not be subject to any confidentiality obligations in respect of your User Data and/or particulars and you agree that OVH and its related corporations, directors, officers, employees, contractors and agents may, and you hereby authorise each of them to, use and disclose such information to any person (including any third party service provider and/or any person purporting to be you) in connection with the provision of the Services.

9.5.3 You hereby consent and grant to OVH and its service providers a non-exclusive, world-wide, royalty-free, perpetual, irrevocable licence (or sub-licence) and right to host, transmit, distribute or use (which will include the right to copy, reproduce and/or publish) your User Data in accordance with this Agreement.

9.5.4 For the avoidance of doubt, Clauses 9.5.2 and 9.5.3 shall survive the termination of these Terms of Use.

10. DATA PRIVACY

10.1 OVH's data protection policy explains how OVH treats your Personal Data when you access and/or use the Platform and the Services. By accessing and using the Platform and/or the Services, you agree that OVH can collect, use and disclose any Personal Data you provide to OVH in accordance with OVH's data protection policy for the Platform (which may be found at talktolumu.ai), as may be updated and/or amended by OVH from time to time, or otherwise for the purposes of providing the Platform and the Services to you, including disclosing such Personal Data to OVH's third party providers to enable or facilitate the provision of the Services.

10.2 Certain products and/or services may be provided by a third party on a part of the Platform (e.g. such third party's own website or webpage (to which you may be directed from the Platform)). You acknowledge that any submission of Personal Data via such part of the Platform or third party's website or webpage shall be to such third party directly and not OVH and OVH shall not be deemed to have collected any Personal Data submitted by you in such manner. In effect, you would have left websites or webpages controlled and operated by OVH when you visit such parts of the Platform or such third party's website or webpage. You further acknowledge that any collection, use and/or disclosure of such Personal Data on such parts of the Platform or such third party's website or webpage shall not be governed by OVH's data protection policy but shall be subject to such terms and conditions as may be prescribed in such third party's own privacy policy. OVH shall not be responsible for the privacy practices or policies of any third party. You are encouraged to learn about the privacy practices or policies of such third parties.

11. TERMINATION

11.1 OVH, in its sole, unfettered and absolute discretion, may with immediate effect upon giving you notice in any of the manners prescribed in Clause 1312.4 below, terminate your right to access and/or use the Platform, the Materials and/or the Services and may disable or restrict access to the Platform, the Materials and/or the Services (or any part thereof) for any reason whatsoever, including without limitation, a breach of any of the terms and conditions of these Terms of Use.

11.2 Upon termination of these Terms of Use for any reason whatsoever, all rights and/or licences granted to you under these Terms of Use shall immediately cease and terminate and you shall forthwith cease the use of the Platform, the Materials and the Services in any way whatsoever.

11.3 Without prejudice to the foregoing, any termination of these Terms of Use shall not affect any of OVH's rights accrued prior to termination, and any of your obligations under any provisions of these Terms of Use which are meant to survive the termination, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

12. AMENDMENTS TO TERMS OF USE

12.1 You acknowledge and agree that OVH may impose such further terms and conditions and make such amendments to these Terms of Use as OVH may in its sole, unfettered and absolute discretion deem fit from time to time. Upon any imposition of further terms and conditions and/or amendment in the terms and conditions of these Terms of Use, OVH will notify you via email and/or publication on the Platform or such other method of notification as may be designated by OVH, specifying a date on and as from which such amendment or terms and conditions shall take effect. You agree that any notification of amendments to these Terms of Use or further terms and conditions as aforementioned shall be sufficient notice for the purpose of this Clause 12.1.

12.2 Notwithstanding Clause 13.1, OVH is under no requirement or obligation to notify any person (including you) through any means other than as specified in Clause 12.1 before making any amendment to these Terms of Use or imposing further terms and conditions. It is the responsibility of each User to regularly check the Platform and/or their email to be notified of any updates to these Terms of Use.

12.3 If you do not agree to be bound by such amendments or further terms and conditions, you shall immediately cease all access to and use of the Platform, the Services and the Materials. You further agree that if you continue to use and/or access the Platform, the Services and/or the Materials after being notified of such amendments to these Terms of Use or further terms and conditions, such use and/or access shall constitute an affirmative: (i) acknowledgement by you of these Terms of Use and its amendments, and/or such further terms and conditions; and (ii) agreement by you to abide and be bound by these Terms of Use and its amendments, and/or such further terms and conditions.

12.4 OVH reserves its rights to vary, amend or rescind these Terms of Use under this Clause 12.1 without the consent of any other person or entity who is not a party to these Terms of Use.

13. NOTICES

13.1 Any notice or other communication in connection with these Terms of Use: (i) may be given personally, by post, facsimile or electronically if sent to the address or facsimile number then most recently notified by the recipient to the sender, or by publication on the Platform if sent by OVH to you; (ii) if given personally, will be deemed to have been received upon delivery; (iii) if given by post, will be deemed to have been received on the second day following posting; (iv) if given by facsimile, will be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; (v) if published on the Platform, will be deemed to have been received by you upon OVH publishing such notice or communication on the Platform; and (vi) (a) if given by OVH to you electronically (other than by publishing on the Platform), will be deemed to have been received upon delivery (and a delivery report received by OVH will be conclusive evidence of delivery even if the communication is not opened by you); and (b) if given to OVH electronically, will be deemed to have been received upon being opened by us.

14. FORCE MAJEURE

14.1 OVH shall not be liable for any non-performance, or error, interruption or delay in the performance of its obligations under these Terms of Use (or part thereof) or in the Platform's and/or the Services' operation, or for any inaccuracy, unreliability or unsuitability of the Platform, the Services and/or the Materials if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including but not limited to acts of God, natural disasters, epidemics, pandemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of any telecommunications network operator or carrier or platform operator, and the acts or omissions of a party for whom OVH is not responsible for).

15. GENERAL

15.1 Use and access of the Platform, the Services and the Materials, and these Terms of Use, shall be subject to, governed by and construed in accordance with the laws of the Republic of Singapore and you hereby submit to the exclusive jurisdiction of Singapore courts.

15.2 You may not assign, transfer, novate or otherwise deal with your rights under these Terms of Use, or part thereof, without OVH's prior written consent. These Terms of Use and all the rights and obligations of OVH under it may be assigned, assigned, transferred, novated or otherwise dealt with by OVH to any third party nominated by OVH without your consent or approval and will inure to the benefit of OVH's successors and assigns. You undertake to do all things and execute all documents necessary to facilitate such assignment, transfer, novation or dealing.

15.3 OVH reserves the right to delegate or sub-contract the performance of any of its functions in connection with the Platform, the Services and/or the Materials and reserves the right to use any service providers, subcontractors and/or agents on such terms as OVH deems appropriate.

15.4 These Terms of Use will bind you and OVH and OVH's respective successors in title and assigns. These Terms of Use will continue to bind you notwithstanding any change in OVH's name or constitution or OVH's merger, consolidation or amalgamation with or into any other entity (in which case these Terms of Use will bind you to OVH's successor entity).

15.5 If any provision or part thereof of these Terms of Use is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision or part thereof shall be struck and severed from these Terms of Use and the remaining provisions of these Terms of Use shall not be affected thereby.

15.6 No failure to exercise or delay in exercise by OVH of any of OVH's rights, powers and privileges under these Terms of Use shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or any other right, power or privilege. Such failure or delay shall not affect OVH's right to enforce its rights under these Terms of Use.

15.7 A person or entity who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore or or any other analogous laws now existing or in future enacted in any part of the world to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 15.7 shall affect the rights of any permitted assignee or transferee of these Terms of Use.