

**APEX BUSINESS CORPORATION PTE. LTD.**

(UEN: 202241984C)

**TERMS AND CONDITIONS OF SERVICE**

**服务条款和条件**

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BY ACCESSING OR USING OR ACCEPTING ANY APEX SERVICES YOU ARE DEEMED TO HAVE AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS, OUR PRIVACY POLICY AND PAYMENT TERMS AS AND WHEN UPDATED FROM TIME TO TIME . IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND ANY ACCOMPANYING RISKS AND OBLIGATIONS.

通过访问、使用或接受任何 APEX 服务，您被视为已同意受到这些条款和条件、我们的隐私政策以及不时更新的付款条款的约束。您有责任确保已阅读并理解这些条款和条件以及任何随附的风险和义务。

## 1. Definitions 定义

### 1.1 “You” and “your” includes:

“您” 和 “您的” 包括:

a) any company who has engaged APEX (“APEX Client”) for APEX Services by relying on the Information Deck;

任何依赖信息资料而聘请 APEX 提供 APEX 服务的公司 (以下简称 “APEX 客户”);

b) any individual linked to a User whether as shareholder, director, officer, employee or user of the Information Deck on behalf of a User or any individual acting on his or own behalf;

任何与用户有关的个人, 无论是作为股东、董事、高管、员工或代表用户使用信息资料的用户, 或任何以个人名义行事的个人;

1.2 “User” means any person using the Information Deck or any APEX Services whether on his or her own behalf, or on behalf of a third party.

“用户” 是指任何使用信息资料或任何 APEX 服务的人, 无论是以个人名义还是代表第三方。

1.3 All Users that use or access the Information Deck or any APEX Services represent and warrant that they have the legal right and full power and authority to execute, deliver and exercise the rights and perform the obligations under these Terms on behalf of the third party.

所有使用或访问信息汇报或任何 APEX 服务的用户均声明并保证, 他们具有在第三方名义执行、交付和行使这些条款下的权利以及履行义务的法律权利和完全权力和权限。

1.4 Wherever this singular is used, the same shall be construed as meaning the plural if the facts of context so require.

在需要的情况下, 如果上下文的事实需要, 无论何时使用单数, 都应解释为表示复数。

## 2. Services 服务

2.1 APEX provides a range of corporate services and corporate solutions (collectively “APEX Services”) using software which may or may not be cloud-based.

APEX 使用可能是云端或非云端的软件提供一系列企业服务和企业解决方案 (统称 “APEX 服务”)。

2.2 APEX is not a law firm and as such does not provide legal advice or any legal services.

APEX 不是律师事务所, 因此不提供法律咨询或任何法律服务。

2.3 Users may engage APEX to provide certain business services. These services may include, inter alia, any of the following:

用户可以委托 APEX 提供某些商业服务。这些服务可能包括但不限于以下内容:

- a) company incorporation;  
公司成立;
- b) provision of a registered office address and mailroom;  
提供注册办公地址和邮件收发室服务;
- c) maintenance of statutory registers in accordance with the legal requirements;  
按照法律要求维护法定注册;
- d) lodgement and payment of regulatory filings with the Accounting and Corporate Regulatory Authority (“ACRA”) of Singapore;  
向新加坡会计与企业管理局 (“ACRA”) 提交和支付监管文件;
- e) provision of a nominee director as required by Section 145 of the Companies Act, Cap. 50 (subject to the entering into any supplemental documents as requested by APEX);  
按照《公司法》第 145 条的要求, 提供指定董事 (须符合 APEX 要求签署的任何补充文件);
- f) provision of a company secretary as required by Section 171 of the Companies Act, Cap. 50 (subject to the entering into any supplemental documents as requested by APEX);  
按照《公司法》第 171 条的要求, 提供公司秘书 (须符合 APEX 要求签署的任何补充文件);
- g) preparation of all corporate decisions and resolutions in connection with the governance of a User;  
准备与管理用户相关的所有公司决定和决议;
- h) filing all changes relating to a User, including but not limited to change of officers, shareholders, share capital, registered office, particulars of officers or shareholders;  
提交所有与用户有关的变更, 包括但不限于管理人员、股东、股本、注册办公地址、管理人员或股东的详细信息的变更;
- i) provision of accounting services, including, but not limited to:  
提供会计服务, 包括但不限于:
- preparation of management reports;  
编制管理报告
  - preparation of annual unaudited financial statements (including directors’ statement, profit and loss statement, balance sheet statement, change in shareholders’ equity, and notes to the financial statements);  
编制年度未经审计财务报表 (包括董事声明、损益表、资产负债表、股东权益变动表和财务报表附注);
  - preparation of financial statements in XBRL format;  
编制 XBRL 格式的财务报表
  - maintenance of general ledger, accounts payable ledger, accounts receivable ledger, and fixed assets ledger; and  
维护总账、应付账款总账、应收账款总账和固定资产总账; 以及
  - perform bank and other accounts reconciliation;  
进行银行及其他账户的对账操作

j) provision of payroll services, including, but not limited to:

提供薪资服务，包括但不限于：

- salary calculation on a monthly basis;  
按月计算工资
- salary payment to employees via issuance of cheques or through bank transfers;  
通过发放支票或通过银行转账向员工支付工资
- automatic generation of monthly pay slips for employees;  
自动生成员工的月工资单
- central Provident Fund (CPF) registration and monthly payments to CPF;  
中央公积金 (CPF) 注册并每月向 CPF 支付款项
- issuing IR8A Form for personal tax including statutory annual filing;  
发放包括法定年度申报在内的个人税务 IR8A 表
- preparation and submission of Auto-Inclusion Scheme with Inland Revenue Authority of Singapore (IRAS); and  
准备并提交与新加坡税务局 (IRAS) 的自动包含计划相关的文件
- maintenance of payroll file for each employee;  
维护每位员工的工资档案

k) provision of corporate taxation services, including, but not limited to:

提供企业税务服务，包括但不限于：

- estimated chargeable income of the Company;  
公司的预估应税收入
- tax computation to calculate tax liability of the Company;  
计算公司的税务责任的税务计算
- preparation of Form C or Form C-S for Company's approval; and  
编制供公司批准的表格 C 或表格 C-S; 以及
- preparation of tax forms for Company's submission.  
编制公司提交的税务表格。

l) provision of personal taxation services, including, but not limited to:

提供个人税务服务，包括但不限于：

- preparation of IR8A;  
编制 IR8A 表
- personal income tax computation to calculate tax liability of the individual;  
计算个人所得税，计算个人应纳税额
- filing of personal income tax return;  
提交个人所得税申报表
- responding to queries from IRAS in respect of the individual's tax returns.  
回应 IRAS 关于个人税务申报的查询

m) provision of Work Pass and related work pass services in Singapore:

提供新加坡工作准证及相关工作准证服务

- application, renewal and cancellation of work passes, and preparation of the necessary documentation for Employment Pass (EP), Personalised Employment Pass (PEP), Overseas & Networks Expertise Pass (ONE Pass), Letter of Consent (LOC) and S Pass and passes for Dependants i.e., Dependant's Pass (DP), Long Term Visit Pass (LTVP).

工作准证的申请、续签和取消，以及准备就业准证（EP）、个性化就业准证（PEP）、海外及网络专业技能准证（ONE Pass）、同意书（LOC）、S 准证和家属准证（即家属准证（DP）、长期访问准证（LTVP））所需的文件。

2.4 In respect of provision of corporate secretarial services, by appointing APEX as the User's company secretarial service provider, APEX shall carry out, or appoint one of its employees to carry out, the duties of a company secretary in accordance with the laws of the Republic of Singapore.

在提供公司秘书服务方面，通过委任 APEX 为用户的企业秘书服务商，APEX 应根据新加坡共和国的法律履行或委任其一名雇员履行公司秘书的职责。

2.5 In respect of provision of other corporate solutions services such as accounting services, payroll, tax and corporate advisory, by appointing APEX as the User's company corporate solutions service provider, APEX shall carry out, or appoint one of its employees to carry out, the duties of the corporate solutions services in accordance with the laws of the Republic of Singapore.

在提供其他企业解决方案服务方面，例如会计服务、工资单、税务和企业咨询，通过指定 APEX 作为用户公司的企业解决方案服务提供商，APEX 应根据新加坡共和国的法律履行或指定其一名雇员履行企业解决方案服务的职责。

2.6 APEX shall only provide specific Apex Services as requested by the User from time to time whether verbally, in writing or in any other manner which APEX may accept. The User agrees that APEX has no liability to the User for any loss or damage arising out of or in relation to APEX providing the Apex Services in accordance with User's instructions.

APEX 应仅根据用户不时提出的要求提供特定的 APEX 服务，无论是口头、书面还是 APEX 可能接受的任何其他方式。用户同意，APEX 根据用户的指示提供 APEX 服务，对于由此导致的任何损失或损害，APEX 对用户不承担责任。

2.7 Users shall indemnify APEX (and/or any of its affiliates) against any and all actions, judgements, claims, demands, costs, taxes and expenses (including legal and/or professional fees) howsoever incurred by APEX in the course of and pursuant to its duties and obligations provided by any APEX Services in accordance with your instructions or these Terms.

用户应对 APEX（及/或其任何关联公司）在执行和履行其根据您的指示或本条款提供的任何 APEX 服务职责和义务过程中因何种原因而发生的任何和所有行动、判决、索赔、要求、费用、税款和支出（包括法律和/或专业费用）进行赔偿。

2.8 APEX may require that, in order for the performance of APEX Services (including the services of acting as nominee director for Apex Client), all Users shall enter into any supplemental agreements or carry out any acts required by APEX or by law in order for APEX to provide APEX Services. APEX shall not be obliged to provide any APEX Services if the User fails to enter into a supplemental agreement or carry out any acts required by APEX or by law.

APEX 可能要求, 为了执行 APEX 服务 (包括担任 APEX 客户的挂名董事的服务), 所有用户都必须签订任何补充协议或执行 APEX 或法律要求的任何行为, 以便 APEX 提供 APEX 服务。如果用户未能签订补充协议或执行 APEX 或法律要求的任何行为, 则 APEX 不承担提供任何 APEX 服务的义务。

2.9 If APEX, in its opinion, is obliged to meet any of the User's requirements or legal obligations, the User agrees that APEX is authorised to take any steps that it may in its discretion deem necessary to comply with such obligations or requirements, which includes taking professional advice or legal advice at the expense of the User and the User agrees to pay for such services.

如果 APEX 认为有义务满足用户的任何要求或法律义务, 用户同意 APEX 有权采取其自行认为必要的任何措施以遵守此类义务或要求, 其中包括在用户费用下获取专业建议或法律建议, 且用户同意支付此类服务费用。。

2.10 At the request of APEX, the User shall provide APEX with all documents and information as required by APEX in order for APEX to comply with its internal policies, any applicable law or guidelines issued by any relevant regulatory authority and/or for any other reason that APEX may consider necessary from time to time.

应 APEX 的要求, 用户应向 APEX 提供 APEX 所需的所有文件和信息, 以便 APEX 遵守其内部政策、任何适用的法律或任何相关监管机构发布的指南和/或出于 APEX 可能不时认为必要的任何其他原因。

2.11 If the User is in breached for any statutory or regulatory provision and this has come to the knowledge to APEX, APEX shall have the right to terminate APEX services immediately without any prejudice to its rights under this Agreement or any supplementary agreement.

如果用户违反任何法定或监管规定, 并且 APEX 已知晓此情况, APEX 有权立即终止 APEX 服务, 而不影响其在本协议或任何补充协议下的权利。

### 3. Use of Services 使用服务

3.1 The operation of APEX Services may be affected by external events including but not limited to epidemics, strike, blockade, war, acts of terrorism, riot, natural disaster, failure or reduction of power, or any force majeure events.

APEX 服务的运营可能会受到外部事件的影响, 包括但不限于流行病、罢工、封锁、战争、恐怖主义行为、骚乱、自然灾害、电力中断或减少, 或任何不可抗力事件。

3.2 APEX will not be liable for any delay or failure to perform its obligations under these Terms if the delay or failure is due to any such events or causes referred to in paragraph 3.1 above, or any other event beyond APEX's reasonable control.

如果由于上述第 3.1 段中提到的任何此类事件或原因，或任何其他超出 APEX 合理控制范围的事件导致延迟或未能履行其在本条款下的义务，APEX 不对任何延迟或未能履行其义务承担责任。

#### 4. Confidentiality 保密

4.1 Definition of Confidential Information. In connection with their performance under these Terms, each party may from time to time make certain information available to the other party that is not generally known to the public at the time of its disclosure and is either identified as or should reasonably be understood by the receiving party to be, proprietary or confidential (the "Confidential Information"). Confidential Information specifically includes, but is not limited to, the terms of any order form(s) entered into by the parties, User Content, business plans, product plans, roadmaps, strategies, forecasts, projects and analyses, the results of any audit related to the Services (including but not limited to any security audit), financial information and fee structures, business processes, methods and models, and technical documentation. Confidential information does not include information that:

- (a) is or becomes publicly available without breach of these Terms by the receiving party;
- (b) was known to the receiving party prior to its disclosure by the disclosing party;
- (c) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or
- (d) is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.

机密信息定义。与本条款下的履行有关，各方可能不时向对方提供某些不为公众所普遍知晓的信息，该信息要么被标识为专有或机密，要么应该合理地被接收方理解为专有或机密（“机密信息”）。机密信息特别包括但不限于各方订立的任何订单表的条款、用户内容、商业计划、产品计划、路线图、战略、预测、项目和分析、与服务相关的任何审计结果（包括但不限于任何安全审计）、财务信息和费用结构、业务流程、方法和模型，以及技术文档。机密信息不包括以下信息：

- (a) 未经接收方违反本条款的情况下而成为公开可得的信息；
- (b) 接收方在披露方披露之前已知悉的信息；
- (c) 接收方在未使用披露方的任何机密信息的情况下独立开发的信息；或
- (d) 接收方在无保密义务的情况下从第三方处合法接收的信息。

4.2 Protection of Confidential Information. Without the express prior written permission of the disclosing party, or as required by law, the receiving party will not disclose, transmit, or otherwise disseminate to any third party any Confidential Information of the disclosing party and will use at least the same degree of care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. The receiving party may

disclose the disclosing party's Confidential Information to its employees, affiliates, consultants, subcontractors, agents, or advisors (collectively known as "Representatives") who have a strict need to access the Confidential Information for the purpose of performing under these Terms and only to those who are obligated to maintain the confidentiality of such Confidential Information under terms that are at least as protective as the terms set forth in these Terms. Either party may disclose these Terms to potential parties to a bona fide fundraising, acquisition, or similar transaction solely for the purposes of the proposed transaction, provided that any such potential party is subject to written non-disclosure obligations and limitations on use that are no less protective than those set forth herein.

保护机密信息。未经披露方的明确事先书面许可或法律要求，接收方不得向任何第三方披露、传输或以其他方式传播披露方的任何机密信息，并且将对其从披露方处收到的机密信息使用至少与其自身类似信息相同程度的谨慎和慎重，但在任何情况下不得低于合理的谨慎程度。接收方可以将披露方的机密信息披露给其员工、关联公司、顾问、分包商、代理人或顾问（统称为“代表”），这些代表严格需要访问机密信息以履行本条款下的义务，并且只有那些根据至少与本条款中规定的条款相同保护程度的条款承担保密机密信息的义务的人才有权访问。任何一方可以将这些条款披露给潜在的募资方、收购方或类似交易的交易方，仅限于拟议交易的目的，前提是任何此类潜在方都受到书面非披露义务和使用限制的约束，这些约束和限制不得低于本条款中所规定的保护程度。

4.3 Unauthorised use of Personal Information. Without the express prior written permission of the individuals involved, any use of APEX personnel information including but not limited to the nominee director and company secretary's personal information including but not limited to name, identification number, email address and contact number for the registration of any accounts or for any other purposes is prohibited. Without prejudice to its rights under this Agreement and any supplementary agreement, including for any unpaid invoices or fees in relation to work done for the User but yet to be billed, APEX reserves the right to terminate its services should such situation arise.

未经涉及个人的明确事先书面许可，禁止使用 APEX 人员信息，包括但不限于指定董事和公司秘书的个人信息，包括但不限于姓名、身份证号码、电子邮件地址和联系电话，用于注册任何账户或任何其他目的。在不影响其在本协议和任何补充协议下的权利的前提下，包括与用户进行的但尚未计费的工作相关的任何未付发票或费用，APEX 保留在此类情况下终止其服务的权利。

4.4 Equitable Relief. The receiving party acknowledges that the remedy at law for breach of these confidentiality provisions may be inadequate and that, in addition to any other remedy the disclosing party may have, it shall be entitled to seek equitable relief, including, without limitation, an injunction or injunctions (without the requirement of posting a bond, other security or any similar requirement or proving any actual damages), to prevent breaches or threatened breaches of these confidentiality provisions by the receiving party or any of its Representatives and to enforce the terms and provisions of this Section 6 in addition to any other remedy to which the disclosing party is entitled at law or in equity.



公平救济。接收方承认，违反这些保密规定的法律救济可能是不充分的，并且除了披露方可能拥有的任何其他救济措施外，披露方将有权寻求衡平救济，包括但不限于禁令（无需提供保证金、其他担保或任何类似要求或证明任何实际损害），以防止接收方或其任何代表违反或威胁违反这些保密规定，并执行本第 6 条的条款和规定，除了披露方在法律或衡平法上享有的任何其他救济措施外。

4.5 Compelled Disclosure. The receiving party may access and disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal proceeding or regulatory requirement; provided, however, that in such event the receiving party will, if lawfully permitted to do so. The receiving party will provide only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure. If APEX is compelled by law to access or disclose the User's Confidential Information as part of a civil proceeding to which the User is a party, the User will reimburse APEX for the reasonable costs of compiling and providing secure access to such Confidential Information.

强制性披露。在与任何法律诉讼或监管要求有关时，如果接收方在法律上被要求这样做，可以访问和披露披露方的机密信息；但是，如果法律允许，接收方将仅提供法律要求披露的机密信息的部分，并且披露的任何机密信息在除了这种法律强制披露之外的所有情况下均应保持其机密保护。如果 APEX 根据法律被强制访问或披露用户的机密信息作为用户参与的民事诉讼的一部分，则用户将为编制和提供对此类机密信息的安全访问的合理成本支付给 APEX。

## 5. Limitation on liability 责任限制

5.1 To the fullest extent permitted by law, APEX and its affiliates, directors, officers, employees, agents, representatives, partners expressly limit their liabilities in connection with or arising out of the provision of the APEX Services.

在法律允许的最大范围内，APEX 及其关联公司、董事、高级管理人员、员工、代理人、代表、合作伙伴在提供 APEX 服务方面或因此而产生的责任均得到明确限制。

5.2 APEX Services and any of the content and documents as may be generated by or contained in, the Information Deck are provided on an "as is" basis. No assurance, representation or warranty of any kind is made whether express, implied, or statutory including but not limited to warranties of title or implied warranties of satisfactory quality, fitness for a particular purpose or non-infringement.

APEX 服务以及由信息汇报生成或包含的任何内容和文件均按照“原样”提供。不作出任何保证、陈述或担保，无论是明示的、暗示的还是法定的，包括但不限于对所有权的保证或对商品质量的隐含保证、特定用途的适用性或非侵权的保证。

5.3 APEX will make every effort to provide high quality services, however, it does not make any representation or warranty that:

APEX 将尽一切努力提供高质量的服务，然而，它不作出任何陈述或保证：

a) the information or content provided as part of APEX Services will be entirely correct and up to date;

所提供的 APEX 服务中的信息或内容将完全正确和最新；

b) the documents generated as part of the services will be accurate, adequate, reliable, free from defect or error or omissions, suitable for a particular purpose or legally sound;

作为服务的一部分生成的文件将准确、充分、可靠、无缺陷或错误或遗漏，适用于特定目的或在法律上合法；

c) correspondence between a User and APEX will be free from interception, corruption, error, delay or loss.

用户和 APEX 之间的通信将免于被拦截、损坏、错误、延迟或丢失；

f) use of APEX Services will achieve any particular result and meet your expectations.

使用 APEX 服务将实现任何特定结果并符合您的期望。

5.4 APEX shall not be liable for any indirect, special, incidental, punitive, exemplary, or consequential losses or damages or any loss of profit, business or data arising out of the use of or the inability to use APEX Services.

APEX 不对因使用或无法使用 APEX 服务而产生的任何间接、特殊、附带、惩罚性、示例性或后果性损失或损害，以及任何利润、业务或数据的损失承担责任。

5.5 Any liability of APEX to any User is limited strictly to the lower of S\$5,000 or the actual amount paid by the User to APEX (if any) for the services provided.

APEX 对任何用户的任何责任严格限制为新币 5,000 新元或用户向 APEX 支付的实际金额（如有）中较低的金額，用于提供的服务。

## 6. Indemnity 赔偿

6.1 You agree to indemnify and hold APEX (and/or its affiliates, officers, directors, and employees) harmless from and against all liabilities, damages, claims, costs (including legal fees and costs), and expenses in connection with or arising from:

您同意对 APEX (及/或其关联公司、高级管理人员、董事和员工) 免受与以下事项有关或由此引起的所有责任、损害、索赔、成本 (包括法律费用和成本) 以及费用进行赔偿和保障:

(i) your breach of these Terms,

您违反本条款,

(ii) your use of APEX Services and/or

您使用 APEX 服务和/或

(iii) any misrepresentation made by you.

您所做的任何虚假陈述。

6.2 All Users represent, warrant and undertake that they shall comply with all applicable laws and regulations when using any APEX Services.

所有用户保证、声明并承诺, 他们在使用任何 APEX 服务时将遵守所有适用的法律和法规。

6.3 All Users shall indemnify APEX (and/or any of its affiliates officers, directors, and employees) against any and all loss, damage, actions, judgements, claims, demands, costs, taxes and expenses (including legal and/or professional fees) howsoever incurred by APEX arising from a User's breach.

所有用户应对因用户违约而导致 APEX 遭受的任何损失、损害、行动、裁决、索赔、要求、费用、税款和支出 (包括法律和/或专业费用) 进行赔偿, 而 APEX (及/或其任何关联公司的董事、高级管理人员和员工) 因此而蒙受损失。

## 7. Termination of APEX Services APEX 服务的终止

7.1 Either party may terminate any APEX Services by giving at least thirty (30) days' written notice to the other party.

任何一方可以通过向对方提前至少三十 (30) 天书面通知来终止任何 APEX 服务。

7.2 If you decide to terminate the Apex Services before the Services expiry date, because of gross negligence by APEX, then APEX may but is not obliged to, refund the balance of the current annual services fees on a pro-rata basis in respect of the unexpired period to which the annual services fees relate.

如果您因 APEX 的重大过失而决定在服务到期日期之前终止 Apex 服务, 则 APEX 可以但不一定要按比例退还当前年度服务费的余额, 以涵盖未到期的期间。

## 8. Privacy 隐私

8.1 By using and/or accessing the APEX Information Deck, Website, or any APEX Services, you acknowledge that you have read and agree to the APEX Privacy Policy, available at our website here, which forms a part of these Terms.

通过使用和/或访问 APEX 信息汇报、网站或任何 APEX 服务，您确认已阅读并同意 APEX 的隐私政策，可在我们的网站这里找到，该隐私政策构成这些条款的一部分。

8.2 You consent to the collection, use and/or disclosure or handling of your Personal Data for the purposes set out in the APEX Privacy Policy.

您同意根据 APEX 隐私政策中规定的目的收集、使用和/或披露或处理您的个人数据。

8.3 By using the APEX Information Deck, Website and any APEX Services you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the APEX Information Deck may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

通过使用 APEX 信息汇报、网站和任何 APEX 服务，您承认并同意互联网传输永远不完全私密或安全。您了解您发送到 APEX 信息汇报的任何消息或信息可能被其他人阅读或拦截，即使有特殊通知说明特定传输（例如，信用卡信息）已加密。

## 9. Variations of these terms 本条款的变更

9.1 These Terms may be varied from time to time by APEX.

这些条款可能会由 APEX 不时进行变更。

9.2 In case of a material change to the Terms, you will be notified in writing by APEX. If you continue to use APEX Services you agree to be bound by the then current terms.

在条款发生重大变更的情况下，您将会收到 APEX 的书面通知。如果您继续使用 APEX 服务，您同意受当前条款的约束。

## 10. Waiver and severability 放弃权利和可分割性

10.1 APEX's failure to enforce a provision in these Terms is not a waiver of APEX's right to do so later.

APEX 未执行本条款中的任何规定并不构成对其以后执行该规定权利的放弃。

10.2 If a provision in these Terms is found to be unenforceable the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted, reflecting the initial intent.

如果本条款中的某项规定被认定为不可执行，则本条款的其余规定将继续完全有效，并将替换为可执行条款，以反映最初的意图。

## 11. Third party rights 第三方权利

Only the User and APEX shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these Terms, whether by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise.

只有用户和 APEX 有权执行这些条款。第三方无权根据《合同（第三方权利）法》（第 53B 章）或以其他方式执行这些条款中的任何条款。

## 12. Governing law 适用法律

12.1 These Terms shall be governed by, and construed in accordance with, the laws of the Republic Singapore.

这些条款应受新加坡共和国法律管辖，并根据该法律解释。

12.2 The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

新加坡法院具有解决与本协议有关的任何争议的专属管辖权（包括有关本协议的存在、有效性或终止的争议）。

## 13. Dispute resolution 争议解决

Before filing any claim against APEX, you agree to try to resolve any dispute, howsoever arising, informally by contacting [bd@apexcorp.com.sg](mailto:bd@apexcorp.com.sg).

在对 APEX 提起任何索赔之前，您同意尝试通过与 [bd@apexcorp.com.sg](mailto:bd@apexcorp.com.sg) 联系，以非正式方式解决任何争议，无论如何产生。

Please note that this Terms and Conditions are provided in English, and the Chinese version is for translation purposes only. In case of any discrepancy or ambiguity, the English version shall prevail.

请注意，本条款和条件以英文提供，中文版本仅供翻译之用。如果存在任何不一致或模糊之处，应以英文版本为准。