# HOMEPAY CUSTOMER TERMS AND CONDITIONS

These terms and conditions (“HomePay T&Cs”) set out the terms between you as a Customer and the Merchant governing the payment of funds for all Orders submitted utilising **HOMEPAY PTE. LTD.** (“HomePay”, “we”, or “us”) as the payment mechanism and shall apply to all users of HomePay. These HomePay T&Cs hereby incorporate by reference the HomePay.sg Terms of Use.

## 1. ACCEPTANCE OF TERMS AND CONDITIONS

1.1 By accessing, using, or registering for any product, service, or functionality provided by HomePay (collectively, the "HomePay Product"), you accept and agree to be bound by these HomePay T&Cs in their entirety.

1.2 Continued use of the HomePay Product signifies your express acceptance of these HomePay T&Cs and any updates, modifications, or amendments thereto.

1.3 To the extent permitted by applicable law, we may modify these HomePay T&Cs without prior notice to you and any revisions to these HomePay T&Cs will take effect when posted on the website or on HomePay app unless otherwise stated. The version of these HomePay T&Cs in effect on the date any Order is placed apply to that Order. Please check the website often for updates.

## 2. HOMEPAY AS PAYMENT PLATFORM

2.1 HomePay facilitates escrow services ("Escrow Services") between the Customer and the Merchant, in conjunction with MatchMove Pay Pte Ltd. ("MatchMove"), for Orders involving a Customer and Merchant. The parties acknowledge and agree that the actual execution of the escrow is conducted by MatchMove, a licensed entity regulated by the Monetary Authority of Singapore.

2.2 The role of HomePay is limited to facilitating the initiation of escrow transactions, including the provision of necessary information to MatchMove. HomePay shall not handle, hold, or otherwise control any funds in relation to the Escrow Services.

2.3 MatchMove will be solely responsible for the secure handling, holding, and eventual disbursement of funds according to the terms of the escrow agreement between the Customer and the Merchant.

2.4 All parties agree that HomePay does not assume any liability or responsibility for the actions or omissions of MatchMove in relation to the provision of the Escrow Services.

## 3. ESCROW ACCOUNT & WALLET MECHANISM

3.1 Each Customer and each Merchant will have a unique wallet ("Wallet") within the HomePay Product. The Wallet serves as a digital storage medium for funds which can be used for Orders.

3.2 The Customer is required to transfer funds from their Wallet to the Escrow Account in accordance with the milestones agreed between the Customer and Merchant in order to effect payment for the Order.

3.3 For a given Order, each time the Customer makes a payment to the Merchant for the Order, including any payment tranche or variation order, HomePay shall release fifty percent (50%) of the corresponding Order amount to the Merchant's Wallet. By accepting these T&Cs, both the Customer and the Merchant agree and irrevocably instruct HomePay to release fifty percent (50%) of the corresponding Order amount to the Merchant's Wallet upon confirmation that the Customer has made such payment to the Merchant.

3.4 Upon completion of the Order, the Customer will be responsible for releasing the remainder of the payment amount of the Order from the Escrow Account to the Merchant's Wallet.

## 4. DEPOSITS AND WITHDRAWALS

4.1 The Customer or the Merchant may deposit or withdraw funds from their respective Wallets through any of the following methods:

4.1.1 Credit card: The Customer or the Merchant may use a valid credit card to deposit funds into their Wallet. Reversal of funds / transactions to a credit card is subject to the card issuer's policies and regulations.

4.1.2 Bank account transfer: The Customer or the Merchant may directly transfer funds from their designated bank account to deposit into their Wallet. Similarly, they may withdraw funds from their Wallet to their designated bank account.

4.2 The Customer or the Merchant, as applicable, will be solely responsible for any and all fees or charges associated with the selected method of deposit or withdrawal, including but not limited to transaction fees, handling fees, or any other fees imposed by the respective credit card issuer, bank, or financial institution.

4.3 The Customer or the Merchant, as applicable, will be solely responsible for the payment of any taxes, duties, or other governmental charges that may be applicable to any transactions or transfers to and from their Wallet, including but not limited to any withholding taxes.

4.4 It is the Customer's and the Merchant's responsibility, respectively, to understand the terms, conditions, and fees associated with their selected payment method and to comply with any and all tax obligations arising from their use of the HomePay product.

## 5. RELEASE OF FUNDS TO MERCHANT

5.1 Merchant and Customer authorize and instruct HomePay to immediately release funds to the Merchant from the Escrow Account on the occurrence of any of the following, such authorization and instruction to be irrevocable except as expressly provided in these HomePay T&Cs:

5.1.1 Customer does not take any action for seven (7) calendar days from the date of Merchant's request to release the remainder of funds for the Order upon completion of the Order, in which case Merchant and Customer agree that HomePay is authorized and instructed to immediately release to Merchant the amount remainder of funds for the Order; or

5.1.2 Issuance of an order by a court, arbitrator, or other judicial body of apparent competent jurisdiction in favour of Merchant, in whole or in part, to the extent required by the order.

5.1.3 If no mutual agreement can be reached and no court order is obtained, either the Merchant or the Customer may opt to pay for an independent third-party auditor. This auditor shall be appointed by HomePay to evaluate the proportion of work completed. The results of the audit will determine the appropriate allocation and release of the escrowed funds to the Merchant and/or the Customer.

## 6. RELEASE OF FUNDS TO CUSTOMER

6.1 HomePay will release funds to the Customer on the occurrence of any of the following, such authorization and instruction to be irrevocable except as expressly provided in these HomePay T&Cs:

6.1.1.Merchant ceases to conduct business, including but not limited to voluntary or involuntary dissolution, liquidation, or winding up of its business affairs, enters into administration, bankruptcy, or any other process whereby the Merchant may be deemed insolvent or unable to conduct its business affairs; provided that, Customer has given notice to HomePay of such event with sufficient proof thereof to the reasonable satisfaction of HomePay and neither HomePay nor the Customer elects not to appoint a replacement Merchant under HomeProtect.

6.1.2 Issuance of an order of a court, arbitrator, or other judicial body of apparent competent jurisdiction in favour of Customer, in whole or in part, to the extent required by the order.

## 7. HOMEPAY HOMEPROTECT SCHEME ("HOMEPROTECT")

HomeProtect is a consumer protection mechanism provided by HomePay Pte. Ltd. ("HomePay") to safeguard homeowners' renovation funds that have not yet been approved or released and which are held in escrow, in the event that the appointed interior design firm ("ID") ceases to exist as a legal entity.

These Terms and Conditions govern the applicability, scope, and limitations of HomeProtect.

For the avoidance of doubt, HomeProtect is not an insurance product and does not guarantee the completion, cost, timing, or quality of any renovation works.

7.1 Definitions

"Escrow Wallet" means funds deposited by the homeowner and held by HomePay which have not yet been approved or released for payment to the ID.

"Approved Works" means renovation works that have been completed, inspected, approved by the homeowner, and for which payment has been released to the ID.

"Remaining Funds" means funds in the Escrow Wallet that have not been approved or released to the ID. "Secondary Vendor" means an alternative contractor engaged to complete the remaining renovation works.

"Ceases to exist as a legal entity" means that the appointed interior design firm:
(a) has been struck off, wound up, dissolved, placed under judicial management or liquidation; or
(b) has otherwise permanently ceased business operations, as reasonably determined by HomePay based on available evidence, including but not limited to official registry records, insolvency filings, or verified inability to continue contractual performance.

7.2 Scope of Coverage:
HomeProtect applies strictly and exclusively to Remaining Funds held in the Escrow Wallet. HomeProtect does not extend to works already approved by the homeowner, payments already released to the ID, or disputes relating to workmanship, defects, or quality after acceptance of works.

7.3 Applicability of HomeProtect
7.3.1 Interior Design Firm Cessation: HomeProtect applies only where the appointed ID ceases to exist as a legal entity, including due to insolvency or dissolution.

7.3.2 Completion of Remaining Works Upon verification of such cessation, HomePay may facilitate the use of Remaining Funds held in escrow for the completion of outstanding renovation works. The homeowner may engage a contractor of their own choosing or select from HomePay's recommended secondary vendors (where available).

Any recommendation, facilitation, or introduction of a contractor or secondary vendor by HomePay shall not be construed as an endorsement, warranty, or guarantee. Homeowners remain solely responsible for their contractual arrangements and decisions.

HomePay does not supervise, manage, inspect, or certify any works carried out by any secondary vendor, and makes no representation as to pricing, availability, suitability, or performance.

7.4. Refund of Remaining Funds

If the homeowner elects not to proceed with any secondary vendor, the homeowner may apply to HomePay for a refund of the Remaining Funds in the Escrow Wallet, subject to verification of the ID's cessation as a legal entity and compliance with HomePay's refund assessment and processing procedures. Any refund shall be strictly limited to Remaining Funds only. HomePay shall process any approved refund within a reasonable time, subject to verification requirements and applicable regulatory or compliance checks.

7.5 Circumstances Where HomeProtect Does Not Apply

7.5.1 Homeowner-Initiated Project Termination Where the homeowner elects to suspend, stop, or terminate the renovation works for personal or discretionary reasons, HomeProtect shall not be activated.

7.5.2 Homeowner Breach of Contract In the event of a breach of contract by the homeowner, HomePay shall act solely as a neutral administrator and shall not assume liability beyond Remaining Funds. Any determination of breach is without prejudice and solely for the purpose of administering escrow funds. HomePay does not adjudicate contractual disputes.

7.5.3 Approved Works Once the homeowner approves completed works and releases payment to the ID, HomeProtect shall cease to apply to such works.

7.6 Post-Renovation Rectifications and Warranties

HomeProtect does not cover defects liability periods, post-renovation rectifications, or warranties issued by the ID. All post-completion matters shall be resolved directly between the homeowner and the ID.

## 8. DISPUTE RESOLUTION

In the event of a disagreement between the Merchant and the Customer regarding the completion of the Order or a specific tranche of work under the Order, the following procedure shall apply:

8.1 Holding of Funds: HomePay shall retain the funds that have been deposited by the Customer and not yet paid to the Merchant until one of the Resolution Mechanisms in clause 8.2 is met.

8.2 Resolution Mechanisms:

8.2.1 Mutual Agreement: The funds will be allocated and released based on a mutual agreement between the Merchant and the Customer. This agreement may stipulate that: (i) the work has been satisfactorily completed and the funds being held in escrow should be released to the Merchant; or (ii) the work has not been completed or has been completed unsatisfactorily, and an agreed-upon portion or all of the funds being held in escrow should be returned to the Customer.

8.2.2 Court Order: The funds in escrow will be disbursed in accordance with an order per clause 5.1.2. or 6.1.2.

8.2.3 Third-Party Auditor: If no mutual agreement can be reached and no court order is obtained, either the Merchant or the Customer may opt to pay for an independent third-party auditor. This auditor shall be appointed by HomePay to evaluate the proportion of work completed. The results of the audit will determine the appropriate allocation and release of the escrowed funds.

## 9.DISCLAIMER OF LIABILITY

9.1 HomePay is not a party to any agreement or dispute between Customer and Merchant. To the maximum extent permitted by law, HomePay's role is strictly limited to the administrative holding, release, or refund of Remaining Funds. HomePay expressly disclaims any duty of care, fiduciary obligation, or liability in respect of the renovation works, the performance or non-performance of any interior design firm or secondary vendor, or any loss, damage, delay, or dispute arising from or in connection with the renovation project, whether in contract, tort, equity, or otherwise. Nothing in these Terms shall exclude or limit any liability which cannot be excluded or limited under applicable law

9.2 HomePay shall have no liability or obligation for any loss or damage incurred by any party outside of the express scope of obligations defined in these T&Cs. This includes, but is not limited to, losses or damages arising from the following:

9.2.1 The use or inability to use the HomePay product outside the use explicitly outlined in these T&Cs.

9.2.2 Any transaction, communication, interaction, dispute or any relations whatsoever between the Customer and the Merchant.

9.3 HomePay is not a party to any agreement, transaction, or dispute between the Customer and the Merchant. Any dispute arising between the Customer and the Merchant is strictly between those parties, and the parties acknowledge and agree that HomePay is not obligated to intervene or otherwise participate in such dispute.

9.4 The parties acknowledge and agree that this clause shall survive the termination or expiration of these T&Cs and the use of the HomePay product.

## 10. VIOLATION OF T&CS OR LAW

The Client acknowledges and agrees that if, in HomePay’s sole discretion, HomePay believes that fraud, illegal activity, or a violation of the HomePay T&Cs has been committed or is being committed or attempted, then the Client irrevocably authorizes and instructs HomePay to take such actions as deemed appropriate, in HomePay’s sole discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation, to return the funds associated with such acts to their source of payment. This clause allows HomePay as permitted by law but otherwise in its sole discretion to return funds to Client’s Payment Method, continue to hold funds in escrow, release funds to the either the Customer’s Wallet or the Merchant’s Wallet, or to turn funds over to third parties such as law enforcement.

## 11. GENERAL PROVISIONS

HomePay reserves the right to assess HomeProtect eligibility on a case-by-case basis. Benefits are non-transferable. HomePay reserves the right to amend these Terms and Conditions at any time without notice.