

# SaaS Subscription — Fintech Platform Monthly (PaySphere Gateway, CII-Designated)

**Sample document — not legal advice.** This document was drafted by the LawCrew AI agent team and is published at [lawcrew.ai/samples](https://lawcrew.ai/samples) as a showcase of how our pipeline approaches a common Singapore SaaS Subscription Terms scenario. This run completed automated drafting, self-critique, adversarial review and deterministic gates, then routed to lawyer review (Self-critique flagged 1 high issue(s); adversarial flagged 3 high concern(s)). **It is not legal advice and is not tailored to any specific transaction.**

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*Sample SaaS Subscription Terms #04 · Agent-drafted; routed to lawyer review · Published 2026-05-26*

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## SaaS Terms and Conditions

**These SaaS Terms and Conditions** (the "**Terms**") are entered into as of 2026-07-01 by and between:

(1) **PaySphere Technologies Pte Ltd**, a business having its address at 1 Raffles Quay, #40-02, Singapore 048583 (the "**Vendor**"); and (2) **Sunrise Capital Management Pte Ltd**, a business having its address at 9 Temasek Boulevard, #32-01, Singapore 038989 (the "**Customer**"), each a "**Party**" and collectively the "**Parties**".

### 1. Service

1.1 The Vendor shall provide access to **PaySphere Gateway** under the **Financial Services** plan. 1.2 The service consists of Cloud-based payment processing and reconciliation platform for licensed financial institutions, including real-time payment rails integration (PayNow, FAST, GIRO), multi-currency settlement, regulatory reporting and transaction monitoring modules. The Customer is a licensed Capital Markets Services holder. The parties acknowledge that the Vendor's obligations under MAS Technology Risk Management Guidelines and potentially the Cybersecurity Act 2018 (Singapore) must be addressed in a separate addendum; this agreement covers the commercial subscription terms only. 1.3 The Vendor grants the Customer a non-exclusive, non-transferable, revocable right to access and use the service during the subscription term for the Customer's internal business purposes. 1.4 The Customer shall comply with the acceptable use requirements in clause 9.

## 2. Subscription Term and Renewal

2.1 The initial subscription term is **24 months** from the Effective Date. 2.2 Unless either Party gives at least **90 days'** written notice of non-renewal before the end of the then-current term, the subscription renews for successive **12-month** renewal terms. 2.3 Either Party may terminate for material breach if the breach is not remedied within 30 days after written notice.

## 3. Fees and Pricing

3.1 The subscription fee is **SGD 8,000.00** payable monthly. 3.2 The Vendor may increase recurring subscription fees on renewal by no more than **3%** for any 12-month period unless the Parties agree otherwise in writing. 3.3 Fees are exclusive of GST and other taxes unless expressly stated otherwise.

## 4. Service Levels and Service Credits

4.1 The Vendor shall use commercially reasonable efforts to make the service available at least **99.9%** of each monthly measurement period, excluding planned maintenance, emergency maintenance, Customer-caused issues, and force majeure. 4.2 If the Vendor fails to meet the uptime commitment, the Customer's sole and exclusive remedy for that failure is a service credit equal to **15%** of the affected recurring fee for the relevant measurement period. 4.3 Service credits are capped at **50%** of the affected recurring fee for the relevant measurement period and do not entitle the Customer to cash refunds.

## 5. Support

5.1 The Vendor shall provide enterprise 24/7 support for severity-one incidents. 5.2 The Customer shall provide reasonable information and cooperation needed for the Vendor to investigate support requests.

## 6. Customer Data

6.1 As between the Parties, the Customer retains ownership of data submitted to the service by or on behalf of the Customer ("**Customer Data**"). 6.2 The Vendor may use Customer Data only to provide, secure, support, maintain, and improve the service, and as otherwise permitted by these Terms. 6.3 During the term and for **60 days** after termination or expiry, the Customer may export Customer Data in a machine-readable, portable format (such as **JSON**) or another standard format made available by the Vendor. 6.4 The Vendor shall make export functionality available within **14 days** after a valid written export request, subject to reasonable identity, security, and account-status checks.

6.5 Where the Vendor processes Personal Data for the Customer, the Parties shall comply with Data Processing Agreement between PaySphere Technologies Pte Ltd and Sunrise Capital Management Pte Ltd dated 1 July 2026 (the "**DPA**"). If the DPA conflicts with these Terms in relation to Personal

Data, the DPA prevails to the extent of that conflict. 6.6 The Vendor shall process Personal Data only for the service purposes described in these Terms and the DPA.

## **7. Security**

7.1 The Vendor shall maintain administrative, technical, and organisational safeguards appropriate for a business-to-business hosted software service. 7.2 The Customer remains responsible for its users, credentials, endpoint security, and configuration choices within the service. 7.3 The Vendor does not represent that these Terms are suitable for regulated critical information infrastructure without separate written review.

## **8. Confidentiality**

8.1 Each Party shall protect the other Party's non-public business, technical, and commercial information using reasonable care. 8.2 Confidentiality obligations do not apply to information that is public, independently developed, lawfully received from a third party, or required to be disclosed by law.

## **9. Acceptable Use**

9.1 Licensed financial services use only, in compliance with all applicable MAS regulations and directions. No use of the Service for unlicensed financial activities. Vendor to maintain ISO 27001 certification and provide evidence annually. Customer may conduct annual security assessments in accordance with MAS Technology Risk Management Guidelines. The Customer shall notify the Vendor of its CII designation obligations and cooperate with Cybersecurity Act compliance requirements. 9.2 The Customer shall not reverse engineer, interfere with, overload, probe, or bypass the service or its security controls except to the extent expressly permitted by law. 9.3 The Customer shall not use the service to process unlawful content or to provide services to third parties unless the order form expressly permits that use.

## **10. Intellectual Property**

10.1 The Vendor and its licensors retain all rights in the service, software, documentation, and related technology. 10.2 No ownership transfer is made under these Terms. 10.3 The Customer grants the Vendor the limited rights needed to host, process, transmit, display, and support Customer Data for the purposes of these Terms.

## **11. Warranties and Disclaimers**

11.1 Each Party warrants that it has authority to enter into these Terms. 11.2 Except as expressly stated, the service is provided without implied warranties to the maximum extent permitted by law, including under the Unfair Contract Terms Act 1977 (Singapore) where applicable. Any limitation of

liability in clause 12 applies only to the extent it is reasonable in the circumstances having regard to the nature of this Agreement.

## 12. Liability

12.1 Subject to clause 12.2, each Party's aggregate liability arising out of or in connection with these Terms is capped at **SGD 192,000.00**. 12.2 The liability cap does not limit liability for fraud, wilful misconduct, payment obligations, misuse of intellectual property, confidentiality breach, or regulatory financial penalties, directions, or mandatory remediation arising under the Personal Data Protection Act 2012 (Singapore) to the extent such limitation would be unenforceable or contrary to applicable law. 12.3 Neither Party is liable for indirect, consequential, special, or punitive loss, or loss of profits, revenue, goodwill, or anticipated savings, except to the extent such exclusion is unenforceable.

## 13. Suspension

13.1 The Vendor may suspend access to the service to address security threats, unlawful use, overdue undisputed fees, or material breach. 13.2 The Vendor shall use reasonable efforts to give prior notice where practicable and to restore access once the issue is resolved.

## 14. Governing Law and Dispute Resolution

14.1 These Terms are governed by the laws of the Republic of Singapore. 14.2 The Parties submit to the exclusive jurisdiction of the courts of Singapore.

## 15. Miscellaneous

15.1 No person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of these Terms. 15.2 Any amendment must be in writing and signed by both Parties. 15.3 If a provision is invalid or unenforceable, the remaining provisions continue in full force. 15.4 These Terms may be signed in counterparts and by electronic signature.

## 16. Signatures

<b>Vendor</b>	<b>Customer</b>
<b>PaySphere Technologies Pte Ltd</b>	<b>Sunrise Capital Management Pte Ltd</b>
By: David Chen (Chief Executive Officer)	By: Amanda Foo (Chief Operating Officer)
Date: _____	Date: _____