Vendor Service Agreement

Groupbee Pte. Ltd. (UEN 202537015D)

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Parties	Groupbee Pte. Ltd. ("Groupbee", "we", "us") and you, the business registering as a vendor ("Vendor", "you" and includes your employees, agents, representatives and/or sub-contractors).
Platform	VendorOS — vendor CRM dashboard at groupbee.sg. Hosted on Vercel (sin1, Singapore) + Supabase (ap-southeast-1, Singapore).
Data protection	Singapore PDPA. Your DPO name and email are collected at signup and held in our vendor_dpo table.
Governing law	Republic of Singapore

1. Definitions

1.1 "VendorOS" means Groupbee's web-based CRM dashboard through which approved Vendors view, manage, and respond to Homeowner interest submissions.

1.2 "Lead" means a Homeowner's Interest Submission and associated personal data made available to the Vendor through VendorOS.

1.3 "Homeowner Personal Data" means any personal data relating to a Homeowner that you receive through the Service — whether accessed in VendorOS, received via Lead Forwarding, downloaded as Exported Data, or exchanged with a Homeowner through the DM Inbox.

1.4 "Lead Forwarding" means the optional feature by which, if you nominate a forwarding email address in VendorOS, Groupbee will send a copy of each new Lead to that address via Resend. Lead Forwarding emails include: Homeowner name, phone number, estate, category, budget, and timing preferences. The Homeowner's email address is deliberately excluded from Lead Forwarding emails.

1.5 "Exported Data" means Homeowner Personal Data you download from VendorOS in CSV or XLSX format. Every export is logged by Groupbee in the lead_export_log audit table.

1.6 "Resend" means the third-party transactional email service used by Groupbee to deliver system emails and Lead Forwarding emails.

1.7 "PDPA" means the Personal Data Protection Act 2012 and its subsidiary legislation.

1.8 "Your DPO" means the Data Protection Officer whose name and email address you provide to Groupbee at signup, stored in Groupbee's vendor_dpo table.

1.9 "DM Inbox" means the in-platform messaging feature of VendorOS through which you and a Homeowner can exchange messages and attachments in a conversation thread between you and that Homeowner.

1.10 "Conversation Data" means the messages and attachments exchanged through the DM Inbox, together with related information such as the time each message was sent and the Homeowner's Estate and service category.

2. Eligibility & Onboarding

2.1 To register as a Vendor, you must: (a) be a legally registered business entity in Singapore with a valid UEN; (b) hold all licences and permits required under Singapore law for the categories of service you list; and (c) not be debarred or prohibited from contracting under any applicable law or order.

2.2 At registration, Groupbee collects the following information from you: brand name, UEN, contact person name, business email, phone number, subscription plan, business description, service categories, estates to be served, and your DPO's name and email address. You must provide accurate information and update it promptly if it changes.

2.3 Groupbee may, at its sole discretion, approve, reject, or suspend any Vendor registration. From v1.2, Groupbee may verify your UEN against the ACRA public dataset (data.gov.sg) as part of automated vetting. You may also be asked to provide your ACRA business profile or relevant trade licences.

2.4 You shall maintain a publicly available business contact for your organisations data protection officer as required under the PDPA and represent that your nominated DPO has authority to act as your organisation's data protection officer under the PDPA and is contactable at the email address you provide.

3. VendorOS Access & Lead Matching

3.1 Upon approval, Groupbee grants you access to VendorOS for the estates and categories specified under your Subscription Plan. Access is subject to your continued compliance with this agreement.

3.2 When a Homeowner submits an Interest Submission for an estate and category you serve, the Lead becomes immediately visible to you in VendorOS. Lead data includes: Homeowner name, email, phone, estate, move-in date, renovation stage, category, budget range, and timing preferences.

3.3 Groupbee operates on an open-marketplace basis during its pilot/beta phase — there is no guaranteed exclusivity, slot cap, or minimum Lead volume. Groupbee may introduce exclusivity or slot-based models in future with at least 30 days' prior written notice.

3A. Direct Messaging (DM Inbox)

3A.1 The DM Inbox is part of VendorOS. Each conversation is between you and one Homeowner and continues in a single thread. Groupbee may change the features of the DM Inbox from time to time.

3A.2 You may start a conversation with a Homeowner only if that Homeowner has an open Lead with you or has RSVP'd to one of your Demo Day events. In all other cases you may only reply to a Homeowner who has messaged you first. You must not use the DM Inbox for cold outreach or unsolicited marketing (see also Clause 8.1(c)).

3A.3 A message does not create a Lead. A Lead exists only where the Homeowner has submitted an Interest Submission.

3A.4 Conversations are visible to your account owner and to the sales representative you have assigned to the Homeowner's Estate. Each Estate can be assigned to one representative at a time, and if you reassign it the new representative can see the full conversation history. You are responsible for ensuring that only people who need access have it, and for the acts of everyone to whom you give access (see Clause 5.2).

3A.5 Conversation Data is Homeowner Personal Data. You must use it only to respond to that Homeowner's enquiry and to provide the services they ask for, and Clauses 5, 7 and 9 apply to it. In particular, any copy you make of Conversation Data outside VendorOS (including copied text, screenshots and downloaded attachments) is subject to Clause 7 as if it were Exported Data.

3A.6 You must communicate professionally and lawfully in the DM Inbox. You must not harass or pressure Homeowners, send unlawful or harmful content, solicit services outside the category of the Homeowner's Lead (see Clause 8.2), or ask a Homeowner to send you NRIC numbers, bank or card details or passwords through the DM Inbox.

3A.7 Either you or a Homeowner may report a conversation. Groupbee's authorised administrators may read a reported conversation to review the report, and each such access is recorded in an audit log (administrator, time and report identifier only). You must cooperate with any such review and with any PDPA investigation (see Clause 7.5). Groupbee may restrict your use of the DM Inbox, or suspend or terminate your account under Clause 12, where it finds a breach of this Clause 3A.

3A.8 If your account is paused (for example, because your subscription has lapsed or a payment has failed), then, despite Clause 4.6, existing conversations remain readable by you and the Homeowner, but neither of you can send new messages until your account is active again. If Groupbee suspends your account (see Clause 12.1), you will not have access to the DM Inbox or any other part of VendorOS for as long as the suspension lasts. The Homeowner can still read existing conversations with you and can still report a conversation, but no new messages can be sent until your account is reinstated.

3A.9 Groupbee sends email notifications of new messages to your account email address. These notifications do not contain the text of the message. You are responsible for checking the DM Inbox regularly. Groupbee does not guarantee that any Homeowner will message you or reply.

3A.10 Groupbee keeps Conversation Data in its own systems for the period stated in the Homeowner Service Agreement (Clause 4A.9). Your own retention and deletion obligations under Clauses 5.5, 7.3 and 7.4 continue to apply to every copy you hold. If a Homeowner deletes their account, their conversations with you are also deleted or erased in VendorOS.

4. Subscription Plans & Fees

Plan	Monthly Fee (SGD, excl. GST)	Estate Coverage
Starter	SGD 199 / month	Up to 5 estates
Growth	SGD 499 / month	Unlimited estates (pre-scale phase)
Enterprise	Coming soon	Not currently available

4.2 Fees are billed monthly in advance in SGD, exclusive of GST. Payment is processed via Stripe. A valid credit card is required upon signup. Vendors are entitled to a 30-day free trial from the date of account approval, during which no charge will be applied. Billing will commence automatically at the end of the free trial period.

4.3 Subscriptions auto-renew monthly unless cancelled at least 7 days before the renewal date via VendorOS or through your Stripe account. All fees are non-refundable, including where you receive few or no Leads in a billing cycle.

4.4 Groupbee may revise pricing with at least 30 days' prior written notice before the change takes effect on your next renewal.

4.5 The Growth plan's unlimited-estate coverage is a pre-scale feature. When Groupbee introduces an Enterprise plan, the Growth plan's coverage or pricing may be revised prospectively under the notice period in Clause 4.4, without affecting your currently active estates for the remainder of the then-current billing cycle.

4.6 Late or failed payment may result in immediate suspension of VendorOS access without further notice.

5. Homeowner Personal Data — Your Role & Obligations

5.1 When a Lead is made available to you, you receive Homeowner Personal Data through one or more of the following channels:

- VendorOS — full lead data including Homeowner name, email, phone, estate, move-in date, renovation stage, category, budget, and timing preferences;
- Lead Forwarding (if enabled by you) — Homeowner name, phone, estate, category, budget, and timing preferences sent via Resend to your nominated CRM or inbox address. The Homeowner's email address is deliberately excluded from Lead Forwarding emails;
- Exported Data (CSV/XLSX, if you trigger an export) — full lead data including all fields above. Every export is automatically logged in Groupbee's lead_export_log;
- DM Inbox — the messages and attachments a Homeowner sends you, with related information such as timestamps and the Homeowner's Estate and category.

5.2 You acknowledge that you become an independent organisation responsible for complying with the PDPA in respect of Homeowner Personal Data under your possession or control that you access through VendorOS, receive via Lead Forwarding, or download as Exported Data. You shall also assume responsibility for all sub-accounts created by your employees, agents, representatives and/or sub-contractors.

5.3 You must: (a) use Homeowner Personal Data only to respond to the specific Lead from which that data was obtained, and for no other purpose; (b) not use Homeowner Personal Data for unrelated marketing, solicitation, or third-party disclosure without the Homeowner's separate express consent; (c) implement reasonable technical and organisational security measures to protect Homeowner Personal Data; (d) comply with the PDPA in respect of all Homeowner Personal Data you hold; and (e) ensure your DPO (as nominated at signup) remains contactable and authorised to handle PDPA obligations on your behalf.

5.4 You must notify Groupbee at yanwei@groupbee.sg immediately and, in any event, no later than 24 hours after becoming aware of any actual or suspected unauthorised access, disclosure, loss or compromise or data breach involving Homeowner Personal Data.

5.5 You shall not retain Homeowner Personal Data for longer than reasonably necessary to fulfil the purposes for which it was collected, to comply with legal obligations or to establish, exercise or defend legal claims.

5.6 Where Homeowner Personal Data is transferred outside Singapore, you shall ensure that the recipient is bound by legally enforceable obligations providing a standard of protection comparable to that under the PDPA.

6. Lead Forwarding — Your Responsibility

6.1 Lead Forwarding is an optional feature you control within VendorOS. By enabling it and nominating a forwarding address, you instruct Groupbee to transmit Lead data (excluding Homeowner email) to a system outside Groupbee's control via Resend. Groupbee acts as a data intermediary for the purpose of that transmission.

6.2 You are solely responsible for ensuring that any third-party CRM, inbox, or tool to which you forward Lead data is operated in compliance with the PDPA and any other applicable data protection laws. Groupbee accepts no liability for how forwarded data is processed, stored, or used within your external systems.

6.3 You must notify Groupbee immediately if you change or disable your forwarding address, and must ensure that any third-party system receiving forwarded data is bound by data protection obligations no less stringent than those in this agreement.

7. Data Export — Restrictions & Post-Termination Obligations

7.1 You may download Leads from VendorOS as CSV or XLSX files solely for the purpose of managing and responding to active Leads within your approved estates and categories. Every export is audit-logged in Groupbee's lead_export_log (timestamp, Vendor ID, Lead IDs exported).

7.2 Exported Data must not be: (a) used for any purpose other than responding to the specific Leads exported; (b) shared with or disclosed to any third party; or (c) uploaded to any marketing, advertising, or AI-training platform.

7.3 You acknowledge that Groupbee's data deletion obligations under its own Privacy Policy extend only to data within Groupbee's systems. Where a Homeowner requests deletion of their data, Groupbee will delete it from its own systems but cannot recall Exported Data or Lead Forwarding copies already on your systems. You must honour such deletion requests from Homeowners within 30 days and confirm completion to Groupbee's DPO.

7.4 Post-termination data deletion. Within 14 calendar days of termination or expiry of your subscription for any reason, you must: (a) permanently delete or destroy all Exported Data and all Lead Forwarding emails relating to Homeowners from your systems, devices, and any third-party tools; and (b) provide Groupbee with written confirmation (email to yanwei@groupbee.sg is sufficient) that deletion has been completed.

7.5 Groupbee reserves the right to audit your compliance with this Clause 7 on reasonable written notice. Failure to comply constitutes a material breach of this agreement. You are required to maintain records of data exports and disclosures, and provide evidence reasonable requested by Groupbee and generally cooperate with PDPA investigations involving homeowner data.

7.6 Clauses 7.2 to 7.5 apply to Conversation Data you hold, including copied text, screenshots and downloaded attachments, as if it were Exported Data. Conversation Data must be included in the deletion and written confirmation required by Clause 7.4.

8. Vendor Conduct Obligations

8.1 You must: (a) respond to Leads professionally and in a timely manner; (b) not misrepresent affiliation with Groupbee, HDB, or any government body; (c) not use VendorOS or Homeowner Personal Data to send unsolicited commercial messages in breach of the Spam Control Act 2007 or the PDPA's Do Not Call provisions; (d) maintain all required licences, permits, and registrations for the duration of your subscription; and (e) comply with all Singapore laws applicable to your trade, including consumer protection and advertising regulations.

8.2 You must not solicit a Homeowner, using contact details obtained through the Service, for services outside the specific category of their Lead without that Homeowner's separate express consent.

9. Confidentiality

9.1 You must treat all Homeowner Personal Data, Lead data, and non-public information about Groupbee's platform, pricing, or operations as confidential and must not disclose it to any third party without Groupbee's prior written consent, except as required by law.

9.2 This confidentiality obligation survives termination indefinitely in respect of Homeowner Personal Data and for 2 years in respect of other confidential information.

10. Intellectual Property

10.1 Groupbee owns all rights in VendorOS, its design, technology, and branding. You are granted a limited, non-exclusive, non-transferable, revocable licence to use VendorOS solely for the purposes set out in this agreement.

10.2 Any content you upload (brand name, logo, descriptions) remains your property. You grant Groupbee a non-exclusive, royalty-free licence to display it on the Service and in related marketing.

11. Disclaimers, Limitation of Liability and Indemnity

11.1 The Service is provided on an "as is" and "as available" basis. Groupbee makes no warranty regarding Lead volume, quality, Homeowner intent, or conversion likelihood.

11.2 Groupbee's total aggregate liability to you for any claim arising from this agreement shall not exceed the subscription fees paid by you in the 3 months preceding the claim, or SGD 500, whichever is higher.

11.3 Groupbee is not liable for any indirect, consequential, special, or punitive loss including loss of revenue, business opportunity, or goodwill.

11.4 Nothing in this agreement limits liability for death or personal injury caused by negligence, or for fraud.

11.5 You shall indemnify Groupbee for losses, regulatory penalties, claims and expenses arising from your or your employees', agents', representatives' and/or sub-contractors' breach of Clauses 3A, 5, 6 or 7 or breach of the PDPA.

12. Suspension & Termination

12.1 Groupbee may suspend or terminate your account immediately, with or without notice, where you breach this agreement (including Clause 7), fail to pay fees, engage in fraudulent or harmful conduct, or where required by law.

12.2 You may terminate your subscription by providing 7 days' notice before your renewal date per Clause 4.3. Termination does not entitle you to a refund for the current billing period.

12.3 Clauses 3A.5, 3A.7, 5, 6, 7, 8, 9, 10.1, 11, and 13 survive termination.

13. Governing Law & Disputes

13.1 This agreement is governed by the laws of the Republic of Singapore.

13.2 Disputes shall be resolved first through good-faith negotiation (30 days), then mediation at the Singapore Mediation Centre, then by arbitration administered by SIAC under the SIAC Arbitration Rules, by one arbitrator, in English.

14. General

14.1 Entire agreement. This agreement, together with Groupbee's Privacy Policy and Terms of Service, constitutes the entire agreement between the parties regarding the Service.

14.2 Severability. If any provision is invalid, the remaining provisions continue in force.

14.3 Assignment. You may not assign this agreement without Groupbee's prior written consent. Groupbee may assign it in connection with a merger or sale of assets.

14.4 No waiver. Failure to enforce any right shall not constitute a waiver of that right.

14.5 Third parties. No third party has rights under this agreement under the Contracts (Rights of Third Parties) Act 2001.

14.6 Electronic contracting. Acceptance by ticking the combined PDPA & Terms of Service checkbox at signup is valid and binding under the Electronic Transactions Act 2010.

14.7 Variation. Groupbee may update this agreement by giving you at least 14 days' written notice (including by email or a notice in VendorOS). Your continued use of VendorOS after the effective date of the update constitutes acceptance of it.