

## TERMS OF SERVICE

This website and our associated websites, mobile or web applications and digital platforms (“**Sites**”) accessed by your computer browser or mobile application are managed by SingEx Holdings Pte. Ltd. and/or its subsidiaries and affiliated companies.

**By continuing to browse our Sites, you agree to our [Cookie Policy](#), [Terms of Service](#) and [Privacy Policy](#).**

These Terms of Service (“**Terms of Service**”) governs your use of our Sites (excluding any third party content). If you do not agree with any of the terms, please discontinue the use of our Sites. It is your responsibility to ensure that you have read and understood these Terms of Service and any accompanying risks, obligations and responsibilities.

### 1. ACCESSING OUR SITES

- 1.1. We do not guarantee continuous accessibility or uninterrupted operation of our Sites and shall not be held liable, if for any reason, any information is or becomes unavailable at any time or for any period.
- 1.2. We may decide from time to time to temporarily restrict or block access to, or use of, all or part of our Sites without notice to you.

### 2. USING OUR SITES

- 2.1. We do not warrant or represent that (a) our Sites and/or their contents and/or materials is/are accurate, appropriate, complete, updated and/or available for use in all jurisdictions; and (b) the contents and/or materials available for download from our Sites shall be free of infection from viruses, worms, Trojan horses etc.
- 2.2. You agree to use our Sites, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, and other restrictions on use of our Sites or any content therein.
- 2.3. We are not responsible for, and do not necessarily endorse, the content of any third party sites which may be linked from our Sites out of convenience.

### 3. LIMITATIONS OF USE

- 3.1. You may not copy, display, distribute, modify, publish, reproduce, transmit and/or otherwise transfer any content obtained from our Sites for any commercial purpose without our prior written consent.
- 3.2. You may not use our Sites for any unlawful purpose or in such manner as prohibited by these Terms of Service, particularly:
  - (a) using our Sites in any manner that could negatively affect our Sites;
  - (b) gaining unauthorised access to our Sites;
  - (c) insert any code or manipulate the content of our Sites; use any robot, data mining or other extraction method, or other automated means to access our Sites, decompile, reverse engineer or disassemble any software accessible through our Sites;
  - (d) transmit any material designed to interrupt, destroy or limit the functionality of our Sites; and
  - (e) obtaining any information which is not intended by us to be made available via our Sites.

### 4. DISCLAIMER AND EXCLUSION OF LIABILITY

- 4.1. While we endeavour to use reasonable efforts to ensure accuracy in the information presented on our Sites, we disclaim all warranties and representations as to the accuracy, availability, completeness, timeliness, veracity and any other aspects of the information contained on our Sites. Our Sites are provided on an “as is” and “as available” basis.

- 4.2. We and our affiliates hereby exclude our liability for any damage or loss arising from your inability to access our Sites, your use of our Sites and/or your reliance on the information contained in our Sites.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1. All the content on our Sites (including but not limited to text, graphics, photographs, logos, icons, videos and sounds) is copyrighted and may not be used without our prior written permission.
- 5.2. Your access to or use of our Sites should not be construed as us granting, by implication, estoppel or otherwise, any licence or right to use the content and/or trademarks on our Sites. Other than the limited grant of access to and viewing of the content and/or trademarks on our Sites, you shall have no privileges and/or rights in any content and/or trademarks on our Sites.

## **6. INDEMNIFICATION**

- 6.1. You agree to fully indemnify, keep fully indemnified and hold us, our affiliates, directors, employees, agents, successors or assigns harmless from any losses, claims, demands, liability, costs, expenses, actions or threat of action arising from or in connection with your breach these Terms of Service and/or in connection with your access and use of our Sites.
- 6.2. You shall comply with our [Privacy Policy](#) as may be amended and supplemented from time to time, all legal requirements and standards under each of (i) the Singapore Personal Data Protection Act (2012) and its regulations, and the Singapore Personal Data Protection Commission's advisory guidelines and guides; (ii) the European General Data Protection Regulation; and (iii) such other data protection and privacy legislation that are applicable to any personal data, (and together with all subsidiary legislation related thereto), as amended, revised, and/or supplemented from time to time, collectively referred to as "**Data & Privacy Laws**". You agree to fully indemnify and hold us harmless from any cost, legal fees, investigation, penalties, sanctions and/or legal proceedings relating to or in connection with any breach by you of the Data & Privacy Laws.

## **7. SEVERABILITY**

If any provision or any part of a provision in these Terms of Service is held invalid, illegal or unenforceable by a court of law or a tribunal, it shall be deemed modified to the minimum extent necessary to give effect to our commercial intention. The validity, legality and enforceability of the remaining provisions or remaining parts of a provision shall remain in full force and effect.

## **8. CHANGES TO OUR SITES AND TERMS OF SERVICE**

We reserve the right to change any part of or information contained in our Sites without any prior notice and to change these Terms of Service by posting the updated Terms of Service here along with the date on which the Terms of Service was changed. If we make material changes to these Terms of Service that affect the way you access and use our Sites, we will update these Terms of Service and notify you specifically if required by law.

## **9. GOVERNING LAW**

These Terms of Service is governed by the laws of Singapore and parties agree to submit to the exclusive jurisdiction of the Singapore courts.

## **10. CONTACT US**

If you have any questions, comments, requests or complaints regarding these Terms of Service, please contact us at [dataprotectionofficer@singex.com](mailto:dataprotectionofficer@singex.com).