

# Terms of Use – MEYZER360

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Please read and understand the following terms and conditions ( hereinafter “Terms of Use”) which govern the use of this website (hereinafter “Site”) before proceeding to use the Site.

## **1. ACCEPTANCE OF TERMS OF USE**

This website is owned, maintained and provided by Meyzer360 Holding Pte. Ltd. (UEN: 201805235R) (hereinafter “Meyzer360”, "we", "us", and "our"). By accessing or using the Site, you hereby agree to adhere to and be bound by the Terms of Use herein. If you do not agree to these Terms of Use, please do not use this Site and discontinue your use immediately. Your continued use of the Website (whether now or in the future) means that you have agreed to these Terms of Use.

If you have engaged us for any of our services, kindly be informed that you may be further subjected to other agreement(s) either with us or other entit(ies) to govern the respective arrangement(s). In the event of any conflict or inconsistencies, please note that the agreement governing the specific transaction with us shall prevail.

## **2. VARIATIONS & AMENDMENTS**

We reserve the right to solely modify, delete, amend or otherwise vary the Site and these Terms of Use. Such changes shall be deemed effectively upon such posting being made on the Site. Your continued use of the Site thereafter shall amount to your acceptance of such changes.

## **3. USE OF SITE**

You are allowed to use this Site for your personal and non-commercial use, including viewing and displaying it. Provided always that you do the foregoing not for the purpose of copying, passing off, passing on, publish or otherwise generating profit without our prior written consent.

## **4. PROHIBITED USE**

You hereby agree and undertake that you will only use the Site for purposes which are lawful and consistent with these Terms of Use. Without limiting the generality of the foregoing, you agree:-

- (a) Not to use the Site in any manner which contravenes applicable laws and regulations in Singapore or elsewhere;
- (b) Not to make any automated queries of submissions of any kind to or through the Site without our prior written consent;
- (c) Not to save for legitimate search engine activities, use means or tools (manual or automated) including, but without limitation, backdoors, devices, robots, scripts or software to “crawl”, “scrape”, or “spider” this Site or any part thereof;
- (d) Not to compile, copy, or retrieve any data or other material from the Site for any reason whatsoever without our prior consent;
- (e) Not to disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, conduct load testing, penetration tests, port scans, vulnerability assessments or other security testing, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sub-license or create derivative works based on the whole or any part of the Website;
- (f) Not to use, display, mirror or frame the Site any part thereof including but without limitation, our name, logo, trademark and/or other proprietary information;
- (g) Not to access, use or otherwise tamper with the non-public areas of this Site;
- (h) Not to anything which is aimed for the purpose of disrupting or damaging the ordinary access to the Site (including but without limitation, through the introduction of any virus or malware);
- (i) Not to unlawfully intercept personal data or confidential information; and/or
- (j) Not to remove, avoid or otherwise circumvent any protective technological measures which have been placed on the Site or any part thereof.

## **5. INTELLECTUAL PROPERTY**

The Site and all of its contents (including text, graphics, logos, and images) are our or our licensors' exclusive property and are protected by intellectual property laws. You shall not reproduce, distribute, or create derivative works from any content without our prior written consent, or where applicable the third-party licensor and/or the owner of such contents.

## **6. THIRD PARTY LINKS**

Any links to third-party websites and/or applications from the Site does not imply endorsement by us of any product, service, information or disclaimer presented therein, nor do we guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, we will not be liable for such loss. In addition, we have no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

## **7. OUR DISCLAIMERS**

Please be informed that:-

- (a) We make no representation and warranties on the continuous operation or availability of our Site.
- (b) While we take reasonable efforts to maintain the security of our Site, we do not guarantee that the Site will be entirely secure or free from bugs and/or viruses.
- (c) While we take reasonable efforts to provide accurate and up-to-date information on our Site, please note that this Site is provided on an “as is” basis. In connection thereof, we do not make any representation or warranties of any kind (be it express or implied) in relation to the operation of the Site and any content, information, materials, posts or services included on the Site.
- (d) Nothing on this Site shall be construed as the provision of any financial, professional or investment advice. Nothing on this Site may be relied on in connection with the making of any financial or investment decision.

**To the fullest extent permitted by applicable laws, Meyzer, our Group Members, our respective shareholders or members, directors, officers, employees, attorneys, agents, licensors, representatives, suppliers or contractors shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from or related to your use of the Site, even if we have been advised of the possibility of such damages.**

## **8. INDEMNITY**

You agree to defend, indemnify and hold Meyzer360, our Group Members, our respective shareholders or members, directors, officers, employees, attorneys, agents, licensors, representatives, suppliers or contractors harmless from and against any and all claims,

damages, costs and expenses, including attorney's fees, arising from and related to your use of the Site.

#### **9. SEVERABILITY**

If any portion of these Terms of Use is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions herein, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

#### **10. GOVERNING LAW**

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