

## **TERMS OF USE**

*Last Updated: 26th Feb, 2019*

Please read these terms of use carefully before using the Website.

The purpose of this Website is to furnish you with general information about the Matic Network developed by us and help you use the related products and services. In consideration of your use of the Website, you agree to comply with these Terms. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THIS WEBSITE.** We reserve the right to revise these Terms and/or update the Website. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

### **ELIGIBILITY TO USE WEBSITE**

This Website is offered and available to Users who are eligible to enter into a contract. By using this Website, you represent and warrant that you are of legal age and legally competent to form a binding contract with us and if you do not meet these requirements, you must not access or use the Website.

### **GEOGRAPHIC RESTRICTIONS**

IF YOU WISH TO USE OUR WEBSITE, PLEASE ENSURE THAT YOU ARE PERMITTED TO DO SO IN YOUR JURISDICTION. You are solely responsible for ensuring that your use of this Website is in compliance with all laws, rules and regulations applicable to you. Your right to access the Website is revoked when you breach these Terms or when use of the Website is prohibited in your country and, in such circumstances, you agree not to use or access the Website in any manner.

### **USER ACCOUNT AND VERIFICATION**

You may be asked to register on the Website to access or avail certain products and services on the Website. To register a new user account, you need to provide your personal information including but not limited to your full name, email address and contact information (“**Account**”).

You must agree and authorize us to, directly or indirectly (via a third party), undertake the necessary checks and inquiries concerning the accuracy and truthfulness of the information provided.

For using some features of the website you may be asked to go through the know your customer (“**KYC**”) process. On completion of the know your customer (“**KYC**”) process, you may be

provided with “**Account Information**” to enable you to access your Account, which shall include a user identification code, password and/or any other piece of information. If you register on the Website by logging into any third-party websites like Facebook, LinkedIn, Twitter or Gmail, the login information of such third-party website, as the case may be, such details shall be considered to be a part of the Account Information.

## **USER REPRESENTATIONS, WARRANTIES AND COVENANTS**

You represent, warrant and covenant that:

- you have carefully reviewed the contents of these Terms, and have understood and agreed with them;
- you are legally authorized to access the Website;
- you will not authorize others to use your Account, or assign your Account to any other person;
- you will not use the Account of any other person without appropriate authorizations;
- the information provided by you on the Website is correct, updated and complete. In case the data provided by you is incorrect or unreliable you may be subject to investigation for the same;
- all information you provide to register with this Website or otherwise, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information in accordance with our Privacy Policy;
- you shall treat the Account Information as confidential, and you shall not disclose it to any other person or entity. Further, you shall use caution while accessing the Website from a public or shared computer so that others are not able to view or record your password or other personal information; and
- in the event you detect any suspicious activity on your Account, you must immediately notify us. In such an event, you agree and confirm that we may suspend or terminate your Account and restrict your Account from initiating, completing or performing any transactions until we have completed our investigation and taken appropriate action. We reserve the right to recall and/or reverse the executed transaction. In the event a financial institution, governmental authority, court of law or any other authority directs us to provide them information regarding you, the Account and/or any transaction undertaken by you, you agree to cooperate with us for the purposes of such investigation.

## **PROHIBITED USES**

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- in any way that violates any applicable laws or regulations (including, without limitation, any laws regarding the export of data or software to and from any country);

- for exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- to transmit, or procure the sending of, any advertising or promotional material, including any ‘junk mail’, ‘chain letter’ or ‘spam’ or any other similar solicitation;
- to impersonate or attempt to impersonate us, any of our employee/s, another User of our Website or any other person or entity; or
- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm us or Users of the Website or expose them to liability.

**Additionally, you agree not to:**

- use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other User’s use of the Website, including their ability to engage in real time activities through the Website;
- use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Website;
- introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and
- otherwise attempt to interfere with the proper working of the Website.

**RISKS**

***Internet Transmission Risks***

The risks associated with using an internet-based system include, without limitation, the failure of hardware, software and internet connections, either ours or the third-party service provider’s. You acknowledge that we shall not be responsible for any communication failures, disruptions, errors, distortions, delays, or losses due to volatility in prices you may experience when trading via the Website, howsoever caused.

You understand and agree that in the event of technical and other limitations, the Matic Tokens’ market values may be displayed by the Website with a delay, and therefore may not necessarily reflect the current, live market value of such Matic Tokens.

You understand the volatile nature of the market and agree that we are not liable for any price fluctuations and the resulting fallacy in the live market value data provided on the Website.

You acknowledge and agree that the market rate information made available via our Website may differ from the prevailing market rates that you may gather from other sources. You agree and accept that markets can be volatile and prices can fluctuate significantly and the prices displayed on the Website are subject to change, and therefore cannot be guaranteed to remain unchanged from the time any order is received to the time the actual transaction takes place.

### ***Trading Risks***

You are advised to determine your financial circumstances and risk tolerance before trading and carefully consider the risks dealt in particular in the Matic Transaction Documents. A considerable loss may be sustained/incurred while trading in Matic Tokens.

By creating an Account, you acknowledge that you have carefully assessed your financial standing and risk tolerance and you confirm that the same is suitable for trading in Matic Tokens.

## **UPLOADING CONTENT ON THE WEBSITE**

### ***User Content***

The Website may contain message boards, chat rooms, blogs, forums, bulletin boards and other interactive features that will allow you to post, submit, publish, display or transmit to other Users or other persons, content or materials (collectively, “**User Content**”) on or through the Website.

Any User Content you post to the Website will be considered non-confidential and non-proprietary. By providing any User Content on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

You represent and warrant that:

- the User Content is genuine and accurate;
- you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses under these Terms;
- your User Content will not violate any agreements or confidentiality obligations;
- your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity; and

- all of your User Content do and will comply with these Terms and law of your jurisdiction.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the accuracy of any User Content posted by you or any other User of the Website.

By posting, uploading, inputting, providing or submitting your User Content to us, you grant us, our affiliates and any necessary sub-licensees, a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

### ***Feedback***

If you decide to submit questions, remarks, recommendations, thoughts, unique or innovative materials or other data to us (“**Feedback**”), you may do so on your own accord and not based on any request or solicitation from us. Feedback does not include User Content. We reserve the right to use Feedback for any purpose at no charge and without compensation to you. If you expect to be paid or want to continue to own or claim rights to your Feedback, do not send us Feedback. The purpose of these Terms is to avoid potential misunderstandings or disputes if our products or services might seem similar to ideas submitted to us as Feedback. In the event that you choose to send us Feedback, you acknowledge and agree that we make no assurances that your Feedback will be treated as confidential or proprietary.

### ***Monitoring and Enforcement***

We reserve the right to:

- remove or refuse to post any User Content or Feedback for any or no reason in our sole discretion;
- take any action with respect to any User Content or Feedback that we deem necessary or appropriate, in our sole discretion, if we believe that such User Content or Feedback violates these Terms (including the Content Standards), infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Website or the public or could create liability for us;
- disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Matic Tokens; or
- terminate or suspend your access to all or part of the Website for any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES AND SERVICE PROVIDERS, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any User or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

### ***Content Standards***

These Content Standards apply to any and all User Content and Feedback. User Content and Feedback must in their entirety comply with all applicable state, local and international laws and regulations. Without limiting the foregoing, User Content and Feedback must not:

- contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy;
- be likely to deceive any person;
- promote any illegal activity, or advocate, promote or assist any unlawful act;
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **INTELLECTUAL PROPERTY RIGHTS**

The Website and all its contents, features and functionalities (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by applicable laws and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website in the manner specified herein and in your Matic Transaction Documents. You must not reproduce, distribute, modify, create derivative works of, publicly display, republish, download, store or transmit any of the material on our Website, except as follows:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- you may store files that are automatically cached by your web browser for display enhancement purposes;
- if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications; and
- if we provide social media features with certain content, you may take such actions as are enabled by such features.

**You must not:**

- modify copies of any materials from this site;
- use any illustrations, photographs, or graphics separately from the accompanying text; or
- delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other applicable laws.

**TRADEMARKS**

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are our, or our affiliates or licensors' trademarks. You must not use such marks without the prior written permission of the respective owners of such marks.

All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

## **NO RELIANCE ON INFORMATION POSTED**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. You acknowledge and agree that should any claim/ damage/ liability arise as a result of any reliance placed by you on any information published on the Website, the person from whom the said User Content is obtained and made available on the Website shall be solely responsible, and we shall have no liability in relation to the same.

This Website may include content provided by third parties, including materials provided by other Users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. We may review the content to determine whether it is illegal or violates our policies, and we may remove or refuse to display the content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review the content. Please don't assume that we do.

## **LINKING TO THE WEBSITE AND LINKS FROM THE WEBSITE**

You may link to our Website through a third-party service provider, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not frame this Website in any other webpage, or create a link for any webpage in any part of this Website, other than the home page. We reserve the right to withdraw the permission to link without notice. The webpage to which you are linking must comply in all respects with the Content Standards set out in these Terms. You agree to cooperate with us to immediately cease any unauthorized framing or linking if you cause it. We reserve the right to withdraw linking permission without notice.

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.



## **FROZEN ACCOUNT**

We reserve the right to block or freeze your Account in the following cases:

- upon a request from the government authorities to comply with an order in accordance with applicable laws;
- at the request of the payment service provider;
- upon a mistake found in your Account; or
- upon suspicion of fraudulent activities or violation of applicable law, or notification from one of the other Users about trades.

If an Account is suspected of fraud or violation of law, and the User of the Account is unable to clarify the suspicious activities, the funds of such Account will be seized completely. The fund will be used to compensate the victims directly. In case the amount of money collected is less than the sum of all the victims, all the money will be distributed to the victims at the rate of damage.

## **TERMINATION**

We reserve the right to refuse to continue providing you with access to the Website, or suspend or freeze your Account, or take any other actions, without notifying you in advance, if we discover that you are in violation of these Terms and/or applicable laws, including without limitation:

- incompetence to contract under these Terms;
- engaging in or have engaged in any act that infringes or harms any intellectual property right, right to likeness, right to privacy, reputation, other right or benefit of us, any other Users of the Website, or other third parties;
- engaging in or have engaged in criminal and/or unlawful activities including, but not limited to, money laundering, terrorist financing, proliferation of weapons of mass destruction, human trafficking, promotion and/or marketing any illegal goods or services (such as violent, obscene, erotic or pornographic content), marketing and/or promoting services violating copyrights, property and/or rights of any person, entity or organization, drugs, narcotics, or hallucinogens, weapons, explosive materials, illegal gambling services, Ponzi, pyramid or any other 'get rich quick' schemes;
- an act of depositing money with us for any purpose other than to perform transactions using the Website;
- an act that violates any of our internal rules;
- an act of transmitting information that includes a computer virus or other harmful computer virus or an act that could interfere with our operation of the Website;
- an act of using another person's name (including that of a temporary establisher) to open or attempt to open a User Account;
- holding more than 1 (one) Account on the Website;

- breach of these Terms or any representation and/or any information provided by you is herein is untrue or inaccurate, and/or we are unable to verify such information; or
- are a resident of either any country or territory that is subject to world-wide or territory wide sanctions or where the use of this Website and/or issue of the Matic Tokens may be illegal or subject to any requirement for registration or licensing; or
- your Account has been suspended or terminated by us for any reason whatsoever.

Your Account can be blocked or terminated due to inability and/or denial to provide the required identity documents and/or any other data necessary for the KYC procedure and/or for any other reason. We may, at any time in its sole discretion, reinstate suspended Users.

We shall not be responsible for compensating you for any damages sustained by you as a result of us taking the aforementioned actions.

In such cases, we will retain the right to perform reversing trades to settle any unsettled trades in all outstanding leverage transactions without notifying you in advance.

If you have been indefinitely suspended, you agree that you shall not register or attempt to register with the Website or use the Website in any manner whatsoever until such time that you are reinstated. Notwithstanding the foregoing, if you breach these Terms or the documents it incorporates by reference, we reserve the right to recover any amounts due and owed by you to us and to take strict legal action as deemed necessary.

## **TAXES**

You shall undertake to pay all applicable taxes, which may be charged for the use of the Website and any transaction that you may undertake. By using this Website, you accept and agree that it is your sole responsibility to pay all taxes due for using the Website and any products availed and services obtained thereunder, to the appropriate tax authorities in your place of residence as required by the applicable law.

We are not responsible for any violation (or attempt to violate) made by you to avoid fulfilling your tax obligations.

We are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any transaction.

## **DISCLAIMER OF WARRANTIES**

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR

COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOU AGREE THAT USE OF THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE IS AT YOUR SOLE RISK AND EXPENSE. THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED. NEITHER DO WE, NOR ANY PERSON ASSOCIATED WITH US, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING TO THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON USER CONTENT OR MATERIALS POSTED BY YOU OR ANY OTHER USER ON THE WEBSITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.

## **GENERAL INFORMATION**

Any and all content on the Website is for your general information only. For the avoidance of doubt, we do not provide and/or intend to provide any investment advice in connection with the products or services provided by this Website. We may provide information on the price, range, volatility of Matic Tokens and events that have affected the price of Matic Tokens but this is not considered investment advice and should not be construed as such. Any decision to purchase or sell Matic Tokens is your decision and we will not be liable for any loss suffered. We recommend that you obtain the advice of a specialist before taking, or refraining from, any action on the basis of the content available on the Website.

## **INDEMNIFICATION**

To the maximum extent permitted under the applicable laws of your country, you agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) made by any third party or penalty imposed due to, in connection to or arising out of:

- (a) violation of these Terms, any applicable laws, rules or regulations;
- (b) violation of the rights of any third party (including infringement of intellectual property rights); and/or
- (c) your access to and/or use of the Website.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE, OUR AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF DATA. WHETHER CAUSED BY TORT, BREACH OF CONTRACT OR OTHERWISE.

Subject to the foregoing, our aggregate liability in respect of claims arising out of or in connection with your use of the Website, or any products or services provided thereunder, whether in contract, tort (including negligence) or otherwise, shall in no event exceed the greater of either (a) the total amount in your Account, excluding any commission that may be due and payable by you in respect of such Account; or (b) total amount of the transaction that is the subject of the claim excluding any commission that may be due and payable by you in respect of such transaction(s).

You shall cautiously make judgment on your own on the truthfulness and effectiveness of the Matic Tokens, the transaction information (such as the accuracy of the transaction information), and undertake any risk, liabilities and losses that may be caused thereby.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

All matters relating to the Website and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the applicable laws of Singapore without giving effect to any choice or conflict of law provision or rule.

Any and all disputes between you and us (whether or not such dispute involves a third party) with regard to the Terms including, without limitation, disputes related to your use of the Website, will be resolved by arbitration in accordance with the Singapore International Arbitration Centre Rules (“**SIAC Rules**”). The arbitration shall take place in Mumbai, India by a single arbitrator appointed in accordance with the SIAC Rules, the seat of arbitration shall be Singapore and the language of arbitration shall be English. Notwithstanding anything to the contrary in these Terms, you and the Company shall be entitled to the issuance of injunctive or equitable relief by any court of competent jurisdiction relating to breach or threatened breach of any obligations by the other party under these Terms and for any other relief as the court deems appropriate. This right shall be in addition to any other remedy available to both you and us.

Subject to the arbitration agreement above, any legal suit, action or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the courts of Singapore, although we retain the right to institute any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts.

Any dispute arising out of or related to these Terms is personal to you and us and will not be brought as a class action or any other type of representative proceeding (including without limitation any action or suit in which some individual attempts to resolve a dispute as a representative of another individual or group of individuals).

## **GENERAL TERMS**

**Electronic Communication:** When you visit this Website, or send e-mails to us, you are communicating with us electronically and are consenting to receiving communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. In case there are any changes to any information provided by you to us, including your e-mail address and other contact details, you will be solely responsible to update them regularly. If we send any communication by e-mail, it shall be sent to your e-mail address available on the records created by you on the Website and it shall be deemed to have been received by you once it is reflected as sent in the outbox of our e-mail id.

**Relationship of the Parties:** Notwithstanding anything to the contrary in these Terms, you and the Company shall act independently and not as partners, joint venturer, agent, employee or employer of the other. You shall not have the authority to assume or create any obligation for or on our behalf, express or implied, and you shall not attempt to bind us to any contract.

**Assignment:** You shall not assign any rights and/or licenses granted to you under these Terms. We reserve the right to assign its rights without notice and restriction, including without limitation to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Website. Any attempted transfer or assignment in violation hereof shall be

null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

**Release and Waiver.** To the maximum extent permitted by applicable law, you hereby release and waive all claims against us, and its subsidiaries, affiliates, officers, agents, licensors, co-branders, other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of our Website. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**Invalidity of Specific Terms.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be ineffective only to the extent necessary to be enforceable and consistent with the intent of the Parties; provided that such unenforceability shall not invalidate the remaining provisions of these Terms which shall remain in full force and effect.

**Force Majeure.** We shall not be responsible for any loss or deficiency in the Website where such loss or deficiency of product or service is due to acts or circumstances which are beyond our control, which subject to the foregoing shall include, but not be limited to, acts of god such as fire, storm, flood, earthquake, explosion, acts of public enemy, acts of war or terrorism, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, transportation embargoes or failure or delays in transportation, strikes and lockouts, acts (including laws, regulations, disapproval or failure to approve) of any government whether national, municipal or otherwise, or any agency thereof, and acts of third parties.

## **CONTACT US**

If you have any general queries or feedback relating to the Website, or come across any abuse or violation of the Terms, or wish to deactivate your Account, please get in touch with us using the Contact Us form on the website.

**THANK YOU FOR VISITING US.**

