

PracBiz Group Website Terms of Use

UEN: 200400675D

Access to this website or any page of the same (the "Website") is granted by PracBiz Transactions (Singapore) Pte Ltd (hereinafter known as "PracBiz") and its subsidiaries (hereinafter known as the "PracBiz Group") subject to the following conditions.

By accessing the Website and continuing to do the same, you agree to be unconditionally bound by these conditions of access below ("Conditions") which may be updated by us in our sole discretion from time to time without notice to you. If you do not agree to any of the Conditions, please discontinue your access immediately. You agree that your continued access of the Website after such update will constitute your acceptance of and agreement to be bound by the updated Conditions.

1. DEFINITIONS

- 1.1 "we", "us", "our" and "ours" means PracBiz and/or PracBiz Group and "you" means the user(s) of the Website.
- 1.2 PracBiz Services collectively incorporates
- i. all products and services that the PracBiz Group currently provides;
 - ii. any other products and services that PracBiz Group chooses to offer in the future;
 - iii. the PracBiz Group websites;
 - iv. the PracBiz Group technology

2. SCOPE OF PRODUCTS AND SERVICES

The information and materials contained in the Website, including any services, products, information, data, text, graphics, audio, video, links or other items - are provided "as is", and "as available". We do not warrant the accuracy, adequacy or completeness of such information and materials and expressly disclaims liability for errors or omissions in such information and materials.

Products and services (including those of any third party providers) are available only at our discretion and/or the discretion of the third party provider, subject to the products and services individual terms and conditions and any relevant disclaimers on which they are offered and such products and services may be withdrawn or amended at any time without notice.

3. TRANSMISSION OF YOUR CONTENT

All information, data, text, messages or other materials ("Content") transmitted via the Website are your sole responsibility. You, and not us, are solely and entirely responsible for the form, content and accuracy of all Content that you upload, post, email or otherwise transmit (including by Short Message Service (SMS) text messages) (collectively, "transmit" and each act a "transmission") via the Website. We do not assume the obligation to remove, validate, screen, verify or edit the Content.

In relation to any Content which you transmit to us using the Website, you hereby grant to any member of the PracBiz Group a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in such Content for any purpose it deems necessary, desirable or expedient including, without limitation, the copying, transmission, distribution and publication thereof, unless restricted by applicable law.

You agree that we shall not be under any obligation of confidentiality to you regarding any such Content transmitted to us using the Website unless agreed otherwise in a separate direct contract between you and us or required by law.

4. NO ILLEGAL OR HARMFUL USES

You may not use the Website or transmit, distribute, link, market, publish, display or sell any Content which are harmful in nature or in violation of any laws or regulations (foreign or domestic) or to commit, engage in, perpetuate or abet any breach of security, fraud, criminal act, offence.

The kinds of illegal or harmful conduct which are prohibited include but are not limited to the following:

- i. transmitting Content that are unlawful, libellous, defamatory, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- ii. infringement of intellectual property rights or other proprietary rights including, but not limited to, material protected by copyright, trademark, patent, trade secret or other intellectual property right used without proper authorization;
- iii. offering or disseminating fraudulent goods, services, schemes, or promotions;
- iv. fraudulent submission or use of personal or financial information or engaging in any practice that constitutes an unfair or deceptive trade practice;
- v. transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- vi. transmitting any Content that you do not have a right to transmit under any law or under any contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or

We reserve the right to restrict or prohibit any and all activities, conduct or Content (or delete, move or edit the same) that we determine in our sole discretion may be harmful to our systems, network, reputation, good will, our other customers, or any third party.

5. RISKS

You acknowledge that your use of the Website may, at any time, be adversely affected by problems with your computer (or such other access or electronic device including but not limited to cellular telephones, smart phones and PDAs), the internet and the cellular phone network, including, without limitation, interference to the network coverage, undeliverable messages or delay in transmission due to any reason such as excessive network traffic, service interruption or incorrect data transmission.

We may contract with one or more third parties to provide, maintain and host the products or services on the Website. Therefore, any information you submit and any

Content which you transmit may be placed and stored on a computer server maintained by a third party. You acknowledge that such information or content could pass through and may be stored in servers outside our control. You agree that we have no liability or responsibility for any such pass through or storage of the same.

You consent to the collection, storage, communication and processing of any of your information by any means necessary for us to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant third party service providers and hosts of your information to enable your use of the Website.

You acknowledge that all transmissions (whether by email or otherwise) to and from this Website cannot be guaranteed to be completely secure or error-free and the same could arrive late, be intercepted, corrupted, lost, destroyed, or incomplete, or contain viruses and may not be received by the intended recipient. You are aware that the Content transmitted by you may be subsequently forwarded to a third party by the recipient. You further understand that as we cannot control or prevent the transmission of your private or confidential Content by a third party, we cannot be responsible or held liable for the same. Accordingly, we do not warrant the privacy and/or security of any transmissions (whether by email or otherwise) to and from the Website.

6. DISCLAIMERS AND EXCLUSIONS

We make no representation or warranty of any kind whether express, implied or statutory (including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from viruses, worms, trojan horses, software bombs and malicious, destructive or corrupting codes, agents, programs or macros and spyware or similar items or processes) is given in conjunction with the Website, or any information and materials contained or referred to on each page associated with the Website. No warranty is given that access to the same on the Website, or the Website as a whole will be provided uninterrupted or free from errors or that any identified defect will be corrected.

You understand and agree that your use of the Website is at your own risks and we shall not be responsible or liable to you for any expenses, losses, costs damages, liabilities or other consequences of whatsoever nature (collectively "Losses") suffered or incurred directly or indirectly by you, including without limitation, any Losses suffered or incurred directly or indirectly by you arising from or in connection with or caused by:

- i. any maintenance, breakdown, fault or non-availability of any part of the Website or any inability to access or use any part of the same;
- ii. any telecommunication problems, power supply problems, Internet or network related problems, problems with the services rendered by third party vendors or service providers;
- iii. any system, server or connection failure, error, omission, interruption, delay in transmission, or viruses (including but not limited to any difficulties experienced by your internet service provider(s), network provider(s) or telecommunications provider(s) or operator(s));
- iv. any access or use of any part of the Website, or reliance on the contents of the same;

- v. any defect, error, imperfection, fault, mistake or inaccuracy with the Website, its contents or associated services;
- vi. problems caused by any remedial or preventative measure which may be taken by us in the event of any occurrence of the foregoing;
- vii. any use of or access to any other website linked to the Website;
- viii. any services, products, information, data, software or other material obtained from the Website or from any other website linked to the Website; or
- ix. any software downloaded from the Website;

even if we or our agents or employees are advised of the possibility of such Losses.

We shall not be liable for any indirect, special, economic or consequential damage or loss under these Conditions, whether or not we have been informed of such possibilities. The exclusions herein shall take effect to the fullest extent permitted by law.

7. HYPERLINKS

Any hyperlinks from the Website exist for information purposes and are for your convenience only. We accept no liability for any Losses arising directly or indirectly (including consequential loss) from the accuracy or otherwise of materials or information contained on the pages of such websites or loss arising directly or indirectly from defects with such websites. Our inclusion of hyperlinks does not imply any warranty, endorsement or verification of the material on such websites and such websites should only be accessed at your own risks.

8. THIRD PARTY SERVICES

We cannot be responsible for any services through which you access the Website or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

9. INDEMNITY

You shall indemnify and hold harmless and keep us indemnified in full against all and any claims, actions, proceedings, loss, damage, costs (including legal costs on a full indemnity basis), expenses and liabilities of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by us arising from or which is directly or indirectly related to:-

- i. your access to and/or use of the Website and/or any other person or entity's use of the Website where such person or entity was able to access and/or use the Website by using your user id and password (where applicable); or
- ii. any breach or non-observance of any of these Conditions by you or by any other person or entity where such person or entity was able to access and/or use the Website by using your user id and password (where applicable).

10. NO WAIVER

No failure or delay by us in exercising or enforcing any right or option under these Conditions shall operate as a waiver thereof or limit, prejudice or impair our right to take any action or to exercise any right as against you or render us responsible for any loss or damage arising therefrom.

If any one or more of the provisions in these Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

11. TERMINATION

We may terminate this agreement governed by these Conditions, your access to the Website and use of any products or services described at the Website at any time, with or without cause or notice.

12. MODIFICATION

We will from time to time determine or specify the scope and features of the products and services you may use on the Website, any information or materials contained on the Website and the terms and conditions under which the Website is used and are entitled to change, modify, expand, suspend, reduce, terminate or withdraw the same without prior warning or notice to you and without giving any reason thereof. We shall not be responsible or liable to you for any expense, loss, damage, liability or other consequence suffered by you or incurred by you in connection with any of the foregoing action.

13. INTELLECTUAL PROPERTY RIGHTS

The copyright in the contents of the Website (including, but not limited to the text, graphics, links and sounds) is owned by the PracBiz Group. No part or parts hereof may be reproduced, distributed, republished, displayed, broadcast, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without the prior written permission of PracBiz Group. You also may not, without PracBiz Group's permission, insert a hyperlink to the Website on any other website or replicate any material contained on the Website on any other server.

All trade marks and service marks displayed in the Website are the property PracBiz Group and where applicable, third party proprietors identified in the Website. No right or licence is given to any party accessing the Website to download, reproduce or use any of such trade marks or services marks.

14. APPLICABLE LAW AND JURISDICTION

These Conditions shall be governed and construed in all respects in accordance with the laws of the Singapore but in enforcing these Conditions we are at liberty to initiate and take actions or proceedings or otherwise against you in Singapore or elsewhere as we may deem fit, and you hereby agree that where any actions or proceedings are initiated and taken in Singapore, you shall submit to the jurisdiction of the courts of Singapore in all matters connected with your obligations and liabilities under or arising out of these Conditions.

15. THIRD PARTY RIGHTS

A person who is not a party to any agreement governed by these Conditions has no right under the Contracts (Rights of Third Parties) Act (53B) to enforce any terms herein.