

## **Terms of Use**

### **(1) Introduction**

These terms of use govern your use of our website; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

Our website uses cookies. By using our website and agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our privacy policy.

### **(2) Licence to use website**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website.

### **(3) Acceptable use**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

### **(5) User generated content**

In these terms of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

You warrant and represent that your user content will comply with these terms of use.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

[Notwithstanding our rights under these terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

**(6) Limited warranties**

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

**(7) Limitations and exclusions of liability**

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

**(8) Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

**(9) Breaches of these terms of use**

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

**(10) Variation**

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

**(11) Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

#### **(12) Severability**

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **(13) Exclusion of third party rights**

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

#### **(14) Entire agreement**

These terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

#### **(15) Law and jurisdiction**

These terms of use will be governed by and construed in accordance with the laws of Singapore, and any disputes relating to these terms of use will be subject to the non-exclusive jurisdiction of the courts of Singapore.

#### **(16) Our details**

I-Chapter Pte Ltd  
BRN No: 201133759N  
Blk 505 Ang Mo Kio Ave 8  
#01-2674  
Singapore 560505

Email: [enquiry@i-chapter.com.sg](mailto:enquiry@i-chapter.com.sg)

### **Privacy Policy**

The purpose of this Privacy Policy is to inform you as to when information may be collected from you when you visit our website, how such information will be used by I-Chapter Pte Ltd (collectively, "I-Chapter," "we," "us" and "our") and/or other persons or entities, with whom such information may be shared, your choices regarding the collection, use and distribution of such information, your ability to edit, update, correct or delete such information and the security procedures that we have implemented to protect your privacy.

#### **1. When is the information collected?**

- When you register as a member or for any services offered by I-Chapter where you provide your personal particulars.
- When you take part in any contest, survey or promotion conducted by I-Chapter and/or its business partners.
- When you register as a member of websites hosted by I-Chapter on behalf of its business partners or use services on such websites.

#### **2. How do we use the information we collect?**

- To provide goods and services by I-Chapter or its designated representatives and/or business partners to you or parties designated by you and matters ancillary there to.
- To verify and process payment when you purchase goods and services from our sites.
- For verification and record of your personal particulars including comparing it with information from other sources and using the information to communicate with you.

- To conduct statistical analysis of the users of our sites including the number of users, the frequency of use, profile of users and using such analysis for our business plans, the enhancement of our products and services, targeted advertisements and conveying such information in broad terms (but not information in relation to specific individuals) to third parties who have or propose to have business dealings with us.
- To send you information, promotions and updates including marketing and advertising materials in relation to our goods and services and those of third party organizations selected by us
- To comply with any order of court or directive from authorities investigating any alleged offence, misdeeds and/or abuse or for the purposes of taking legal action against any users for breach of the Conditions of Use.
- For the above purposes by third parties (who may be based outside Singapore) who offer goods and services or sponsor contests or other promotional programs on our site, whether in conjunction with us or not, if you purchase such goods, use such services or participate in such contests and promotional programs.

### **3. Will your personal information be disclosed to anyone?**

We are committed to safeguarding your privacy. As a general rule, we do not disclose specific information about our users to any third parties unless so required by law or any government agencies. All communication whether from us or our business partners will be sent to you by us.

However, in the event that you participate in contests or other promotional programs on our site sponsored or organized by third parties or purchase goods and services offered by third parties or offer goods and services to third parties on our sites, your information may be disclosed to and used by such third parties.

### **4. Option to opt out**

Whenever we send you any information, we will include instructions on how to unsubscribe and a link to do so. If you do not wish to receive further information of a similar nature, you may unsubscribe via this link or by sending us a reply through the originating email address with a subject titled 'unsubscribe'.

### **5. How your data is protected**

We will take reasonable steps to ensure that personal data are protected from unauthorized access. Any information gathered by I-Chapter is stored in systems that may only be accessed by authorized staff of I-Chapter with the use of assigned ids and passwords. If we learn of a security systems breach, we may attempt to notify you electronically and may include posting a notice on the website so that you can take appropriate protective steps if a security breach occurs.

### **6. Use of cookies**

I-Chapter uses "cookies", where a small data file is sent to your browser to store and track information about you when you enter our websites. The cookie is used to track information such as the number of users and their frequency of use, profiles of users and their preferred sites. While this cookie can tell us when you enter our sites and which pages you visit, it cannot read data off your hard disk.

### **7. Special note to international users**

Our website may be simultaneously hosted in various part of the world but the use of the website is governed by the laws of the Republic of Singapore and you submit to the non-exclusive jurisdiction of the Singapore Courts.

### **8. Merger, acquisition, sale, or insolvency**

In the event that we are acquired by or merged with another entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from our users as part of such merger, acquisition, sale, or other change of control.

In the event of our insolvency, reorganisation, receivership, winding-up or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

### **9. Changes and updates to this Privacy Policy**

I-Chapter will occasionally update this Privacy Policy and we encourage you to periodically review this page to be informed of the latest changes.

For questions regarding our Privacy Policy, please contact [enquiry@i-chapter.com.sg](mailto:enquiry@i-chapter.com.sg)