

TERMS OF USE

This Terms of Use shall apply to any website (each a “Site”) owned and operated by ViewQwest Pte Ltd (“ViewQwest”). The use of the Site and the content and information available on the Site (collectively the “Services”) shall be subject to acceptance of and compliance of the terms and conditions of this Terms of Use and elsewhere on the Site. Your agreement to comply with and be bound by this Terms of Use is deemed to occur upon your first use of the Site. If you do not agree to this Terms of Use, you should not review information or obtain goods, services, or products from the Site.

1 Acceptable Use

1.1 You agree not to:-

- (a) Reproduce, copy, distribute, modify, publish, transmit, display, use, reuse, re-publicise, assign, sublicense, sell, or exploit for any public or commercial purpose, any portion of the Site, use of the Site, or access to the Site;
- (b) Attempt to change, add to, remove, deface, hack, or otherwise interfere with the Site or any material or content displayed on the Site; and/or
- (c) Access or use the Site in any way that could or is intended to damage or impair the Site, or any server or network underlying the Site, or interfere with anyone else’s use and enjoyment of the Site.

2 Links to the Site

- 2.1 You may not create a link to any page of the Site without ViewQwest’s prior written consent. If you create a link or frame to the Site, you do so at your own risk and this Terms of Use will apply to your use of the Site by linking to it.
- 2.2 ViewQwest reserves the right to object or disable any link or frame to or from the Site.

3 Third Party Content and Links to Third Party Websites

- 3.1 Third party content may appear on the Site or may be accessible via links from the Site. ViewQwest shall not be responsible and assumes no liability for any infringement, mistakes, misstatements of law, defamation, libel, slander, omissions, falsehood or profanity in the statements, opinions, representations, or any other form of content contained in any third party content appearing on the Site.
- 3.2 ViewQwest is not responsible or liable for the availability or content of any other Internet site (not provided by ViewQwest) linked to or from our Site. Access to any other Internet site is at your own risk.

4 Security

- 4.1 Where appropriate, ViewQwest uses available technology to protect the security of communications made through the Site. ViewQwest does not accept liability for the security, authenticity, integrity, or confidentiality of any transactions and other communications made through the Site. Internet communications may be susceptible to interference or interception by third parties. ViewQwest will do its best but do not make any warranties that the Site is free of infection by computer viruses or other unauthorised software.

5 Privacy

- 5.1 Your use of the Site is subject to ViewQwest’s Privacy Policy available on the Site. ViewQwest’s Privacy Policy sets out how ViewQwest handles personal data that you may provide or that ViewQwest may collect, in connection with your access or use of the Site.
- 5.2 You accept and agree to the terms and conditions set out in the Privacy Policy and consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

6 Copyright, Trademarks, and Intellectual Property

- 6.1 ViewQwest and its licensors own all proprietary and intellectual property rights on the Site, including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel.
- 6.2 Nothing contained on the Site should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark, tradename, logo, or service mark displayed on the Site without ViewQwest’s written consent. Misuse of any trademarks, tradenames, logos, or service marks or any other content displayed on the Site is prohibited.

7 Disclaimer of Warranties

- 7.1 The Site, the Services, the information on the Site, and use of all related facilities are provided on an ‘as is, as available’ basis without any warranties whether express or implied.
- 7.2 To the fullest extent permitted by applicable law, ViewQwest disclaims all representations and warranties relating to the Site and its content, including in relation to any inaccuracies or omissions on the Site, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from the course of dealing or usage of trade.

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7.3 ViewQwest does not warrant that the Site will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Site will not be affected by any Acts of God or other force majeure events.

8 Limitation of Liability

8.1 To the fullest extent permitted by applicable law:-

(a) You access and use the Site at your own risk; and

(b) ViewQwest is not liable or responsible to you or any other person for any loss under or in connection with this Terms of Use, the Site, or your access and use of (or inability to access or use) the Site. This exclusion applies regardless of whether ViewQwest's liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

8.2 ViewQwest shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from your access to, use of or inability to use, reliance on or downloading from the Site, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if ViewQwest has been advised of the possibility of such damages.

9 Governing Law and Jurisdiction

9.1 The Site may be accessed from all countries around the world where the local technology permits. As each country has differing laws, by accessing the Site you agree that your access to or use of the Site, and this Terms of Use shall be governed by the laws of Singapore, without regard to any conflict of laws principles. You agree to submit to the exclusive jurisdiction of the Singapore Courts.

10 General

10.1 ViewQwest reserves its right to amend any content on the Site and this Terms of Use from time to time with or without notice to you. Any amendment to this Terms of Use will be effective upon posting, unless stated otherwise by ViewQwest. You are responsible for ensuring you are familiar with the latest Terms of Use. Your continued access and use of the Site indicates your acceptance of any amended Terms of Use.

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