

E-STORE TERMS AND CONDITIONS

This E-Store Terms and Conditions (the “**Terms and Conditions**”) shall apply to the E-Store (the “**E-Store**”) as owned and operated by ViewQwest Pte Ltd (“**ViewQwest**”), and the goods and services sold on the E-Store (“**Goods and Services**”).

1 Conditions of Use

- 1.1 The use of the E-Store and the content and information available on the E-Store shall be subject to acceptance of and compliance of this Terms and Conditions. Your agreement to comply with and be bound by this Terms and Conditions is deemed to occur upon your first use of the E-Store. If you do not agree to this Terms and Conditions, you should not review information or obtain goods, services, or products from this E-Store.
- 1.2 ViewQwest reserves its right to amend any content on the E-Store and this Terms and Conditions from time to time with or without notice to you. Any amendment to this Terms and Conditions will be effective upon posting, unless stated otherwise by ViewQwest. You are responsible for ensuring you are familiar with the latest Terms and Conditions. Your continued access and use of the E-Store indicates your acceptance of any amended Terms and Conditions.

2 Goods and Services

- 2.1 By placing an order, you are offering to purchase the Goods and Service on and subject to this Terms and Conditions. All Goods and Services are subject to availability and confirmation of the order placed.

3 Payment

- 3.1 You acknowledge and agree that payment of any Goods and Services on the E-Store will be done via Credit Card or Debit Card only. ViewQwest accepts Credit Cards or Debit Cards from VISA, Mastercard, and American Express. ViewQwest will perform the necessary standard authorisation check on your Credit Card or Debit Card to ensure that there are sufficient funds to fulfil the transaction.

4 Delivery

- 4.1 Your order will be placed with the respective vendors upon confirmation of your order on the E-Store and the Goods will be delivered to your registered address via a courier service. Delivery timeslots and the estimated delivery times will vary and depend on the courier service. ViewQwest will not be responsible for any delays in the delivery or handling of the Goods.
- 4.2 You may opt to self-collect the Goods at ViewQwest’s office. ViewQwest will notify you when the Goods are ready for collection.

5 Return Policy

- 5.1 All Goods received by you are strictly non-returnable, non-refundable, and cannot be exchanged unless the incorrect goods were delivered to you.

6 Warranty

- 6.1 ViewQwest does not provide any warranties for the Goods and Services sold on the E-Store. You are responsible for liaising with the respective vendors for the warranty of your Goods.

7 Privacy

- 7.1 Your use of the E-Store is subject to ViewQwest’s Privacy Policy available on the ViewQwest website. 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 E-Store.
- 7.2 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.

8 Intellectual Property

- 8.1 ViewQwest and its licensors own all proprietary and intellectual property rights on the E-Store, including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel.
- 8.2 Nothing contained on the E-Store 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 E-Store without ViewQwest’s written consent. Misuse of any trademarks, tradenames, logos, or service marks or any other content displayed on the E-Store is prohibited.

9 Terms of Use

- 9.1 Your use of the E-Store is subject to ViewQwest’s Terms of Use. By using the E-Store you are deemed to have accepted ViewQwest’s Terms of Use.

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10 Disclaimer of Warranties

- 10.1 The E-Store, the services, the information on the E-Store, and use of all related facilities are provided on an 'as is, as available' basis without any warranties whether express or implied.
- 10.2 To the fullest extent permitted by applicable law, ViewQwest disclaims all representations and warranties relating to the E-Store and its content, including in relation to any inaccuracies or omissions on the E-Store, 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.
- 10.3 ViewQwest does not warrant that the E-Store will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the E-Store will not be affected by any Acts of God or other force majeure events.

11 Limitation of Liability

- 11.1 To the fullest extent permitted by applicable law:-
- (a) You access and use the E-Store 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 and Conditions, the E-Store, or your access and use of (or inability to access or use) the E-Store. This exclusion applies regardless of whether ViewQwest's liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 11.2 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 E-Store, 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.

12 Governing Law and Jurisdiction

- 12.1 The E-Store may be accessed from all countries around the world where the local technology permits. As each country has differing laws, by accessing the E-Store you agree that your access to or use of the E-Store, and this Terms and Conditions 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.

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