

TELECHOICE INTERNATIONAL LIMITED

WEBSITE TERMS AND CONDITIONS

IMPORTANT

This website and the social media channels (including without limitation on facebook, instagram, linkedin and other applicable social media from time to time) of TeleChoice International Limited (“TeleChoice”) and its subsidiaries from time to time (together “TeleChoice Group”) are owned and operated by or for and on behalf of the TeleChoice Group.

By accessing, using and/or continuing to access and/or use this website and/or any of our social media channels, you agree to be bound by the terms and conditions set out below and any other terms, conditions and policies that may be published from time to time by us and/or made available on this website (collectively “Terms”). Please read carefully before you continue.

If you do not agree with any of the Terms, please cease all access and use of this website and/or our social media channels immediately, as your sole and exclusive remedy is to cease all access and use of this website and/or our social media channels.

A reference to “we”, “our” or “us” in the Terms shall mean TeleChoice and/or other TeleChoice Group companies, collectively or singularly as the context requires. For the avoidance of doubt, in connection with any transactions entered into via this website or any other website of other TeleChoice Group companies linked through this website, any contract in connection with any such transaction remains solely between you and the TeleChoice Group entity or other party identified as the contracting party or offeror of the product or service.

A reference to this “website” or “our social media channels” in the Terms refer to the main website of the TeleChoice Group at www.telechoice.com.sg and/or the sub-sites, and the relevant social media channels, operated by members of the TeleChoice Group as the context requires, and includes but is not limited to all materials, information, data, text, images, links, sounds, graphics and video sequences displayed therein (collectively “Materials”).

1. Intellectual Property

1.1 All Materials and all intellectual property rights in and to the Materials on this website and/or our social media channels (including copyright in all works and other subject matter) are, except where we expressly agree otherwise, owned by us and/or our licensors. No part of the Materials may be directly or indirectly reproduced, adapted, distributed, republished, downloaded, displayed, broadcast, hyperlinked, posted, disseminated or transmitted in any manner or by any means or stored in an information retrieval system without our express prior written consent and/or that of the relevant rights owner.

1.2 The trademarks, service marks, logos, images and taglines, including taglines identifying or associated with us or other members of the TeleChoice Group or our or their products and/or services (collectively, “IP Assets”) used and displayed on or accessible through this website and/or our social media channels are, unless expressly agreed otherwise by us, registered and unregistered IP Assets of the relevant owners who are members of the TeleChoice Group or other relevant third parties. We prohibit the use, directly or indirectly of the IP Assets, any entity name, trade name, business name, company name of ours and all members of the TeleChoice Group as a “hot” link to any website unless establishment of such a link is expressly approved in advance by us in writing.

- 1.3 For the avoidance of doubt, nothing on this website and/or any of our social media channels and no access to this website and/or our social media channels, including the Materials, shall be construed as granting, by implication, estoppel or otherwise, any title, licence, right or interest whatsoever in relation to any Material or any IP Assets, without our express prior written consent and/or that of other rights owner(s).

2. No Representations or Warranties

- 2.1 This website, our social media channels and the Materials therein are provided on an “as is” and “as available” basis. We do not warrant the accuracy, correctness, adequacy or completeness of this website and/or our social media channels, including without limitation the Materials, or that this website, our social media channels and/or the Materials are up-to-date. We expressly disclaim all liability of whatsoever nature and howsoever arising that results from the access and/or use of this website, our social media channels and/or the Materials, including for any errors, inaccuracies or omissions in the Materials, to the greatest extent permitted by law. We may in our sole and absolute discretion and without giving any prior notice or assigning any reason, make any amendments to or remove any Materials at any time and from time to time.
- 2.2 No warranty or representation of any kind, whether implied or express, including but not limited to representations or warranties of non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in relation to this website, our social media channels and/or the Materials. Without prejudice to the generality of the foregoing, we do not represent or warrant that this website, our social media channels and/or the Materials will be provided uninterrupted or free from defects or errors or that any identified defect or error will be corrected. No warranty or representation is given that this website, our social media channels and/or the Materials are free from any virus or other malicious, destructive or corrupting code, programme, macro, spyware or other harmful components. All representations, warranties, conditions and terms in relation to this website, our social media channels and/or the Materials are specifically excluded to the greatest extent permitted by law.
- 2.3 We may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, this website, our social media channels and/or any Materials, information or functionality provided therein and shall not be liable if any such upgrade, modification, alteration, suspension, discontinuance or removal prevents you from accessing this website, our social media channels and/or the Materials or any part or feature thereof.
- 2.4 The Materials, and other information and data contained in this website and/or our social media channels, are of a general nature which have not been verified, considered or assessed by us in relation to the making of any specific investment, business, commercial or other decision. You should at all times consult your own professional advisers and obtain independent advice on the Materials, information and data contained in this website and/or our social media channels before making any decision based on any such Materials, information and/or data.
- 2.5 For the avoidance of doubt, nothing on this website or any of our social media channels shall be considered or construed as the giving of any advice or recommendation or an offer, invitation or solicitation of an offer or invitation in respect of shares, stocks, bonds, notes, interests or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

3. Your Obligations

3.1 You acknowledge and agree that:

- (a) you shall comply with all applicable laws and regulations in all jurisdictions relating to the access to and use of this website and/or our social media channels;
- (b) you shall comply with all directions and instructions that we may issue relating to the access to and use of this website and/or our social media channels;
- (c) the uploading and distribution of any files, information or matter in any way onto this website and/or our social media channels is prohibited unless otherwise expressly permitted by us;
- (d) without prejudice to the foregoing, you shall not upload or distribute in any way onto this website and/or our social media channels (or attempt to do so) any files, information or matter which may contain any virus or other malicious, destructive or corrupting code, programme, macro, spyware or other harmful components, or which may otherwise interfere or affect the operation of this website and/or our social media channels or any information therein or do anything which would create or impose an unreasonable or disproportionately large burden or load on this website and/or any of our social media channels;
- (d) you shall not disassemble, decompile, reverse engineer, reverse-assemble, attempt to derive the source code of, conduct load testing, penetration tests, port scans, vulnerability assessments or other security testing; and
- (e) you shall not use this website, any of our social media channels and/or the Materials for any illegal purpose.

3.2 You shall be responsible for obtaining and using the necessary web browser and/or other software and/or hardware necessary to obtain access to this website and/or any of our social media channels at your own risk and expense. If new or different versions of the web browser and/or other software and/or hardware necessary for the operation of this website and/or any of our social media channels become available and are adopted by us in our absolute discretion, we reserve the right not to support any prior version of such web browser, software or hardware. If you fail to implement the required upgrade, you may not be able to access and/or use this website and/or any of our social media channels at all or some of the features therein, and we shall not be held liable as a result thereof.

4. Links to this Website and/or our Social Media Channels

4.1 You shall not, without our express prior written consent, “deep-link” to any part of this website and/or any of our social media channels, “frame” or “mirror” any contents contained on this website and/or any of our social media channels on any other server. We shall not be under any obligation to establish reciprocal links with any third party.

4.2 Without prejudice to the foregoing, we reserve all rights to terminate any link from any website and/or social media platform not owned or operated by us (“**third part website and/or social media platform**”) to this website and/or any of our social media channels for any reason. Upon our written demand, you must disable, terminate and remove any link from any such third party website and/or social media platform, or any framing or mirroring of this website and/or any of our social media channels, or any part thereof immediately.

- 4.3 We shall have no responsibility for the content available on any such third party website and/or social media platform which links, frames or mirrors this website and/or any of our social media channels or any part thereof. In no circumstances will we be considered to be associated or affiliated in any manner whatsoever with such third party website and/or social media platform, including any trademarks, trade names, services marks or logos used or appearing on such third party website and/or social media platform that links, frames or mirrors this website and/or any of our social media channels of any part thereof.

5. **Links to other Websites and/or Social Media Platform**

- 5.1 This website and/or our social media channels may contain links to other third party websites and/or social media platforms. Similarly, other third party websites and/or social media platforms may contain links to this website and/or any of our social media channels. Any hyperlinks from this website and/or any of our social media platforms to third party websites and/or social media platforms are provided strictly as a convenience to you as a user of this website and/or our social media channels and we do not endorse or recommend any products or services offered or information or other matter referred to or contained at the third-party websites and/or social media platforms.
- 5.2 We hereby disclaim liability for any and all information, materials, products or services posted or offered at any of the third party websites and/or social media platforms linked to this website and/or any of our social media channels, and we shall not be liable for any losses, liabilities, damages, costs, expenses, charges or injury of whatsoever nature and howsoever arising (whether in tort (including negligence), contract, equity or otherwise and whether directly or indirectly), from or in connection with such third party websites and/or social media platforms or the contents thereof.

6. **User Material**

- 6.1 All feedback, comments, posts, ideas, suggestions, proposals, data, information and/or documents given to us, whether through the website and/or any of our social media channels or otherwise (including through the "Contact Us" page on the website) ("**User Material**"), shall be deemed and remain our property. We shall not be subject to any obligation of confidentiality or privacy regarding such User Material unless specifically agreed in writing by the relevant TeleChoice Group company having a direct relationship with you or as otherwise required by applicable law. We shall be free to use, for any purpose, any ideas, concepts, techniques or know-how contained in such User material.
- 6.2 You hereby grant us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free, sub-licensable and transferable licence to do all acts comprised in the intellectual property rights in respect of such User Material, including to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute or develop the same in all forms of media for the purposes of operating this website and/or our social media channels and for our business purposes. You represent and warrant that you own or have the necessary rights, consents and permissions to grant such rights to us, and that the User Material do not and will not violate the intellectual property or other rights of any third party.
- 6.3 We shall have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on this website and/or our social media channels (including any User Material), including without limitation where we are of the opinion that it is unlawful, violates the Terms, or could subject us or any of our directors, officers, employees, agents or third party service providers to liability. We shall have the right to take any enforcement actions as we deem appropriate at our sole discretion, including but not limited to giving a written warning to you, removing any User Material,

recovering damages or other monetary compensation from you, suspending or terminating your access to this website and/or our social media channels.

7. Use of Social Media

7.1 We welcome comments and other postings on our social media channels, where relevant. Please comply with the following when posting on our social media channels:

- (a) share your opinions respectfully;
- (b) do not post content that is false, obscene, defamatory, threatening, harassing, discriminatory, or hateful to another person, race, religion or entity;
- (c) do not post spam or content that violates any law or intellectual property rights;
- (d) do not upload files that contain viruses or programmes that can cause damage to other people's mobile devices or computer; and
- (e) for your privacy and safety, please avoid posting confidential information such as your personal details.

7.2 The opinions expressed by third parties on our social media channels do not represent the opinions of the TeleChoice Group. We may remove content or take preventive action against those who do not comply with the above terms and abuse our social media channels.

8. Limitation of Liability

To the greatest extent permitted under law, in no event shall we or any member of the TeleChoice Group (including our and their respective directors, officers, employees, agents, licensors and representatives) be liable for any losses, liabilities, damages, costs, expenses, charges or injury of whatsoever nature and howsoever arising (whether in tort (including negligence), contract, equity or otherwise and whether directly or indirectly) arising out of or in connection with this website, any of our social media channels, the Materials, the use of or inability to use this website and/or any of our social media channels or the Materials contained in this website and/or any of our social media channels, any information contained in, referred to or accessible through this website and/or any of our social media channels or any other websites, social media platforms or any other matter relating to this website, any of our social media channels or the Materials, including without limitation any loss of data, loss of revenue or anticipated profits, loss of opportunity, indirect, consequential, exemplary or special or aggravated damages. You acknowledge and agree that you access and use this website, any of our social media channels and/or the Materials entirely at your own risk.

9. Indemnification

You irrevocably agree to fully indemnify and hold harmless us and (including all members of the TeleChoice Group, and each of our/their respective directors, officers, employees, agents, licensors and representatives) from and against all losses, liabilities, damages, costs, expenses and charges (including legal fees and court costs on a full indemnity basis) directly or indirectly resulting from or in connection with any breach of any of the Terms or any activity or other matter related to your access, use and/or misuse of this website and/or any of the social media channels, including any information that you may send us through this website and/or any of our social media channels, any act, omission or conduct on your part which may compromise or affect the security of this website and/or any of our social media channels including the Materials and/or render this

website and/or any of our social media channels inaccessible to others or otherwise damage or prejudice this website, any of our social media channels, us or any member of the TeleChoice Group.

10. Termination

In addition to any of our other rights and remedies, we reserve the right at our sole and absolute discretion to restrict, withdraw, discontinue, cancel and/or suspend access to this website and/or any of our social media channels whether to any one or more parties without notice and without giving any reasons. In the event of termination, Clause 1 (*Intellectual Property*), Clause 2 (*No Representations or Warranties*), Clause 8 (*Limitation of Liability*), Clause 9 (*Indemnification*), Clause 12 (*Miscellaneous*) and Clause 13 (*Application Law and Jurisdiction*), and such other provisions which are intended to survive termination, shall survive such termination.

11. Amendments

11.1 We may without prior notice impose such further terms and conditions and make such amendments to the Terms as we may in our sole and absolute discretion deem fit from time to time by posting the amendments at this website, which you agree shall be sufficient notice for the purpose of this clause.

11.2 If you do not agree to be bound by the amendments, you shall cease all access and/or use of this website and/or our social media channels. You further agree that if you continue to use and/or access this website and/or our social media channels after the publication of such amendments on this website, such use and/or access shall constitute an affirmative: (a) acknowledgement by you of the Terms and its amendments; and (b) agreement by you to abide and be bound by the Terms and its amendments.

12. Miscellaneous

12.1 If any provision of the Terms is held to be illegal or unenforceable, such provision or part thereof shall, to that extent, be deemed not to form part of the Terms but the validity and enforceability by us of the remainder of the Terms shall not be affected.

10.2 The rights and remedies provided in the Terms are cumulative and not exclusive of any other right or remedies (whether provide by law or otherwise).

10.3 No failure on our part to exercise and no delay on our part in exercising any right or remedy under the Terms will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right of remedy. Any waiver by us of our rights or remedies in respect of any terms under the Terms or any breach of the Terms on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

10.4 You may not assign the Terms or any of the rights or obligations under the Terms to any party.

10.5 A person who is not a party to the Terms (except for any member of the TeleChoice Group) shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B, of Singapore to enforce the Terms.

- 10.6 If you are a minor, we assume and you confirm that you have the permission of your parent or legal guardian who consents to the Terms on your behalf.

11. Applicable Law and Jurisdiction

You irrevocably agree that the laws of the Republic of Singapore shall govern the Terms, your access to this website and our social media channels and all matters relating to this website, our social media channels and their respective contents, and you further irrevocably agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

(Version as at 1 January 2020)