



ISTOX ADDIT COMMUNITY CHANNELS T&Cs

ISTOX ADDIT COMMUNITY CHANNELS

Terms and Conditions of Use

Please read the following Community Terms and Conditions carefully (including our Privacy Policy) (collectively “**Terms and Conditions**”) before using the Services (defined below), so that you are aware of your legal rights and obligations with respect to ICHX Tech Pte. Ltd. and/or its related entities, affiliates and subsidiaries (individually and collectively, “**ICHX**”).

By your access of the Community Channels and/or use of the Services, you hereby agree to be legally bound by these Terms and Conditions. If you do not accept these Terms and Conditions, please leave the Community Channels and discontinue use of the Services immediately.

1. Agreement

1.1. You hereby represent and warrant that:

1.1.1. you have read and agree to these Terms and Conditions and our Privacy Policy;

1.1.2. you are at least 18 years old and have the necessary legal capacity, right, power and authority to agree to these Terms and Conditions and you are either;

1.1.2.1. accessing the Community Channels, using the Services and contracting in your own personal capacity;

1.1.2.2. accessing the Community Channels, using the Services and contracting on behalf of a corporate entity; or

1.1.2.3. contracting as parent or guardian of a child or ward who is less than 18 years old and who is accessing the Community Channels and using the Services, in which event you agree as his/her parent/guardian, both in your personal capacity and on behalf of your child/ward, to be bound by these Terms and Conditions and to be liable for your child’s or ward’s acts and omissions while accessing the Community Channels and/or using the Services, and you also agree to ensure that your child or ward observes these Terms and Conditions;

1.1.3. you are authorised to bind the entity (yourself or your corporate entity) on whose behalf you are contracting and such entity agrees to be bound by these Terms and Conditions; and

- 1.1.4. all of the information provided by you to ICHX (including without limitation personal particulars and contact information) is accurate and complete.
- 1.2. ICHX reserves the right to change, modify, suspend or discontinue the whole or any portion of the Community Channels and Services at any time. ICHX may also impose limits on certain features or restrict your access to parts or the entire Community Channels and Services without notice or liability.
- 1.3. ICHX may from time to time vary or amend these Terms and Conditions by posting the amended Terms and Conditions on the iSTOX website. Any use of the Community Channels and Services after the amendment of these Terms and Conditions will be deemed to be acceptance of the amended Terms and Conditions by you. If you do not agree to the amended Terms and Conditions, you have the right to cease access of the Community Channels and use of the Services.

2. **Definitions**

- 2.1. In this Agreement, the following definitions shall apply unless the context does not permit such application:

“Account” means a registered account of a Member.

“Agreement” means the agreement formed by these Terms and Conditions and the Privacy Policy.

“Computer” means your computer, notebook computer, personal digital assistant, mobile phone or other electronic device used to access the Community Channels.

“Community Channels” means the Forum and the ADDit messaging channels operated by ICHX on WhatsApp, Telegram, Line, Kakaotalk and WeChat and such other messaging applications on which ICHX may operate ADDit messaging channels from time to time.

“Content” means materials, information, news, advertisements, listings, data, input, text, songs, audio, video, pictures, graphics, software, blogs, webcasts, podcasts, broadcasts, messages, software, comments, suggestions, ideas and other content.

“Forum” means the community forum hosted on the iSTOX website.

“ICHX Content” means all Content of ICHX that is made available on or via the Community Channels.

“Linked Sites” is defined in Clause 12.

“Member” means any person who has or had a registered account or phone number to access the Community Channels, whether or not such account is currently active, maintained, or being used.

“Personal Data” means, data, whether true or not, about an individual who can be identified from that data or from that data and other information to which a party has or is likely to have access.

“**Privacy Policy**” means the iSTOX privacy policy found at <https://istox.com/privacy>.

“**Servers**” means the computer software, systems and servers hosting, operating, managing, providing or contributing to the Community Channels.

“**Site**” means the iSTOX website containing the link to these Terms & Conditions.

“**Third Party Products**” means products and services of third parties, including other users, advertised on or available at the Community Channels.

“**Third Party Content**” means all Content of third Parties that is made available on or via the Community Channels.

“**Third Party User Content**” means all User Content which is not created, transmitted, posted or uploaded by you.

“**User Content**” means all Content on the Community Channels which is created, transmitted, posted or uploaded by a user of the Community Channels.

- 2.2. The words “include” and “including” shall not be construed as having any limiting effect.
- 2.3. The headings in this Agreement do not have any legal effect nor shall they affect the construction of this Agreement in any way.

3. Community Channels and Services

- 3.1. The Community Channels are owned and maintained by ICHX.
- 3.2. ICHX may offer one or more of the following services on or through the Community Channels (each a “**Service**” and collectively the “**Services**”):
 - 3.2.1. access to a collection of information, news, data, text, listings, graphics, images, videos, audio files, podcasts, webcasts, software applications and other types of works, including any print, digitised or electronic newspapers, magazines, Apps or other content of ICHX;
 - 3.2.2. a platform to create, upload and publicly make available personalised content;
 - 3.2.3. a platform for community and corporate announcements.
 - 3.2.4. an advertising and branding platform;
 - 3.2.5. message boards, forums, blogs, communication tools;
 - 3.2.6. a social networking platform;
 - 3.2.7. an events listing platform;
 - 3.2.8. email alerts; and

- 3.2.9. any other features, content or applications that ICHX may offer on or through the Community Channels from time to time in its sole and absolute discretion.
- 3.3. ICHX reserves the right to change, modify, suspend, or terminate all or part of the Community Channels and the Services from time to time and in its sole and absolute discretion. ICHX may also impose limits or restrictions on your use or access of the Community Channels and the Services, which may include suspending or terminating your Account, without having to give you prior notice or our reasons for doing so.
- 3.4. You acknowledge and agree that to access and use certain Services, you may be required to register as a Member and additionally shall be bound to strictly comply with these Terms and Conditions.
- 3.5. From time to time ICHX may run competitions, promotions and surveys through the Community Channels. These are subject to additional terms and conditions that will be made available at the time they are run.

4. Account Information

- 4.1. You agree that your Account is for your sole and personal use (or the use of the corporate entity on behalf of which you agree to these Terms and Conditions).
- 4.2. When you register for an Account, you may be required to select a username. In doing so, you shall not:
 - 4.2.1. select a username with the intent of impersonating another person or entity;
 - 4.2.2. select a username that may reasonably cause others to believe that another person or entity is using or behind such username; or
 - 4.2.3. select a username that is inappropriate, offensive, or rude.
- 4.3. You shall not register for more than one Account.
- 4.4. We reserve the right to decline registration of an Account at our sole and absolute discretion without giving you reasons for the declination.
- 4.5. When you register for an Account, you will also select a password. You agree that you shall not share your password with any other person, or cause or permit any other person to log into, access, or use your Account.
- 4.6. When you register for an Account, you may be required to provide us with your Personal Data. The Personal Data, or any other information, required for registering an Account may change from time to time. You agree that, when you register for an Account, you shall provide us with Personal Data or any other data that is complete, accurate, true, and current. If you fail to do so, or if we have reason to suspect that you have failed to do so, we can decline to register your Account. If we discover, after your Account has been registered, that the Personal Data you have provided are inaccurate, untrue, or

incomplete, whether in whole or in part, we can restrict, suspend or terminate your Account without giving you notice.

- 4.7. You shall promptly inform us if you know or suspect that your Account has been used or accessed without your authority. You shall also promptly inform us if you know or suspect that your password has been disclosed to any other person. In such situations, we reserve the right to immediately restrict, suspend, or terminate your Account.
- 4.8. You shall be responsible for all Content, messages, communication, or activity of any kind transmitted or conducted in relation with your username or password. We, or any other third party, shall assume that any Content, message, communication, or activity published or carried out on the Community Channels in your username was published or carried out by you.
- 4.9. We reserve the right to change or reassign username or passwords in our sole and absolute discretion.
- 4.10. You may terminate your Account at any time by sending a termination request to contact@istox.com. However, you understand and agree that, even after you terminate your Account, we may retain your Personal Data and any other data or information related to your Account, including, but not limited to, User Content posted or transmitted from your Account. We may also, at our sole and absolute discretion, delete any Content you may have posted or communicated on the Community Channels or through the Services without notifying you after your Account is terminated. You further understand and agree that, even after you terminate your Account, we may use your Personal Data and the data or information related to your account in accordance with our Privacy Policy.

5. Suspension and Termination of Account

- 5.1. You agree that ICHX has the right in its sole and absolute discretion and without notice to:

- 5.1.1. restrict, suspend, or terminate your access to all or any part of the Services;
and/or

- 5.1.2. terminate, deactivate or suspend your Account, delete your Account and all related information and files in your Account,

without assigning any reason. Without prejudice to the generality of the above, ICHX reserves the right to deactivate your Account if it has been inactive for a period of six (6) months or more, or if you are in breach of any of our Terms and Conditions or if ICHX believes that you have been using the Account for unlawful and/or undesirable activities.

- 5.2. You agree not to hold ICHX liable or responsible for any loss or damage incurred by you arising out of or in connection with the suspension and/or termination of your Account.

6. Content Use Conditions

- 6.1. You may not reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit for any commercial or other purposes, any portion of, or any access to:
 - 6.1.1. any Service;
 - 6.1.2. the Community Channels;
 - 6.1.3. any ICHX Content except, to the extent permitted, with the prior written consent of ICHX or unless expressly permitted in these Terms and Conditions;
 - 6.1.4. any Third Party User Content except, to the extent permitted, with the prior written consent of ICHX and the owner or licensee of the specific User Content;
or
 - 6.1.5. any Third Party Content except, to the extent permitted, with the prior written consent of ICHX and the owner or licensee of the specific Content.
- 6.2. Without prejudice to the generality of Clause 6.1, you agree not to reproduce, display or otherwise provide access to the Services, ICHX Content, Third Party User Content or Third Party Content on another website or server, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of ICHX.
- 6.3. You may for your personal, non-commercial use:
 - 6.3.1. retrieve and display ICHX Content on any compatible device owned by you;
 - 6.3.2. print a single copy of ICHX Content on paper (but not photocopy them); and
 - 6.3.3. store such ICHX Content in electronic form on disk or on a mobile device owned by you (but not on any server or other storage device connected to a network).
 - 6.3.4. All ICHX Content are the copyrighted work of ICHX or its content or software providers, and ICHX reserves and retains all rights in the ICHX Content. Use of some ICHX Content may be governed by the terms of an accompanying end user license agreement.
- 6.4. You may not decompile, reverse engineer or otherwise attempt to discover the source code of any ICHX Content available on the Community Channels or through a Service except under the specific circumstances expressly permitted by law or ICHX in writing.

7. Intellectual Property

- 7.1. Other than any third party copyright, patents, trademarks, registered designs and intellectual property rights in the Services, the Community Channels and all Third Party Content, all copyright, patents, trademarks, registered designs and intellectual property

rights in the Services, the Community Channels and all ICHX Content, including without limitation the copyright in the compilation of all User Content, shall vest in and remain with ICHX, other than any copyrights, patents, trademarks, registered designs and intellectual property rights which vest in other third parties.

- 7.2. The trademarks, logos and service marks (“**Marks**”) displayed on the Community Channels are the property of ICHX or other third parties, and all rights to the Marks are expressly reserved by ICHX or relevant third parties. You are not permitted to use any Marks without the prior written consent of ICHX or such third party. ICHX and its subsidiaries aggressively enforce their intellectual property rights to the fullest extent of the law. The name of ICHX or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of ICHX.
- 7.3. If you have any questions or concerns about these Terms and Conditions or any issues raised in these Terms and Conditions or on the Community Channels, please contact us at: contact@istox.com.

8. Privacy

- 8.1. Your privacy is important to us. We have, therefore, designed our Privacy Policy to make important disclosures to you about how we collect, store, and use your Personal Data. While we will, to the extent permitted by law, protect the privacy of the Personal Data collected from you, we may be, in certain circumstances, obliged to disclose your Personal Data when asked for it. These circumstances are set out in our Privacy Policy. We therefore encourage you to read our Privacy Policy in detail.
- 8.2. In using the Community Channels and the Services, you agree that our Privacy Policy, although set out separately, shall be incorporated into, and shall form, part of these Terms and Conditions.

9. Online Conduct

- 9.1. You hereby undertake:
 - 9.1.1. to comply with these Terms and Conditions, and such other notices or guidelines that may be posted on the Site or via the Community Channels by ICHX from time to time (which are hereby incorporated by reference into these Terms and Conditions);
 - 9.1.2. not to use any Service or ICHX Content for any unlawful purpose, and to comply with all applicable laws and regulations, including without limitation, copyright law;
 - 9.1.3. not to hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Community Channels, Services or Servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, reverse engineering or reprogramming; and

- 9.1.4. not to use the Account of another Member at any time, whether with or without his/her permission.
 - 9.2. You acknowledge that the Community Channels and the Services are used by a community of users, and you hereby agree and undertake:
 - 9.2.1. to treat all users with respect and civility;
 - 9.2.2. not to annoy, pester, solicit, harass, threaten, offend, insult, abuse, defame, or injure any other users, or commit any unlawful or tortious acts against other users;
 - 9.2.3. not to spam, mail bomb, send viruses, spyware, malware, worms or other damaging material to other users, or act in any manner that adversely affects the use of the Services by other users;
 - 9.2.4. not to harvest or otherwise collect information about users, including email addresses, without ICHX's prior written consent.
- 9.3. You agree that when using the Services:
 - 9.3.1. you will only submit, upload or publish User Content in strict compliance with Clause 10 below;
 - 9.3.2. you will not offer for sale items and/or services which are illegal, banned, unlicensed, controlled, or socially or morally reprehensible items;
 - 9.3.3. you will not offer for sale items and/or services, or submit, upload or publish User Content, in an incorrect or inappropriate category or area in the Community Channels, including without limitation posting unauthorised advertisements in any forum, discussion or message boards that is open and accessible to users of the Services; and
 - 9.3.4. you will not alter, delete, manipulate, undermine or interfere with the listings or postings of any other Member.
- 9.4. Any infringing, fraudulent, abusive, or otherwise illegal activity, or any breach of the Terms and Conditions, shall be grounds for termination of your use of the Community Channels and Services and/or your Account, at ICHX's sole and absolute discretion, and you may be reported to appropriate law-enforcement agencies.
- 9.5. You agree that you will not permit or cause your Account to be controlled by a bot (as defined in the Protection From Online Falsehoods and Manipulation Act 2019 ("POFMA")) without the prior written authorisation of ICHX. Should you receive prior written authorisation of ICHX, you agree that (in addition to any conditions that may be attached by ICHX in approving the use of a bot):

- 9.5.1. you will ensure and procure that no false statement of fact is communicated in Singapore through the Account;
- 9.5.2. you will ensure and procure that the Account is not involved in any coordinated inauthentic behaviour;
- 9.5.3. you will ensure and procure that the use of the bot to control the Account in order to communicate and/or interact with end-users of any internet intermediary service offered by ICHX is effectively disclosed to such end-users; and
- 9.5.4. you shall be bound by and be responsible for any act carried out by the bot as if the same were carried out by you.

For the purposes of this clause 9.5, “coordinated inauthentic behaviour” means any coordinated activity carried out using two or more online or community accounts (whether or not such accounts are created with ICHX) in order to mislead end-users of any internet or community intermediary service offered by ICHX as to any matter. Examples of coordinated inauthentic behaviour include manipulating trending topics or artificially boosting the popularity of content or of any online or community account.

- 9.6. Without prejudice to ICHX’s rights of restriction, suspension and termination under Clause 5 above, ICHX reserves the right to terminate your Account and/or your access to all or any part of the Community Channels or Services if you are in breach of any of these Terms and Conditions or if ICHX believes that you have been using the Community Channels or any of the Services for unlawful and/or undesirable activities.
- 9.7. You agree to indemnify and hold ICHX, and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:
 - 9.7.1. any advertisements, listings, postings or User Content placed by you;
 - 9.7.2. any products and services offered, sold, provided, or advertised by you;
 - 9.7.3. your use of any Services;
 - 9.7.4. your breach of warranty, or breach of any terms and conditions of these Terms and Conditions; or
 - 9.7.5. your misrepresentation, fraudulent acts, tortious acts, breach of contract, or violation of any rights of another person or entity.

10. User Content

- 10.1. Please exercise respect when participating in any community feature on the Community Channels or the Services which permits you to upload or submit User Content.
- 10.2. You may not submit, upload or publish through the Community Channels or the Services any User Content that:
 - 10.2.1. is inaccurate, misleading, libellous, defamatory, threatening, pornographic, obscene, indecent, lewd, abusive, illegal, political, racist, religious, blasphemous, false, an infringement of any intellectual property rights of a third party, or would otherwise violate or encourage the violation of any law (including the Official Secrets Act (Cap.213)) or the proprietary or other rights of any third party (individually and collectively “**Improper Works**”). Furthermore, you may not submit or publish User Content that solicits funds, or includes programs that contain viruses, Trojan horses, worms, time bombs or any other programs designed to impair the operation and functionality of the Community Channels, Services, Servers, or any Computer;
 - 10.2.2. relates to politics, the government of Singapore, or content that is likely to constitute “election advertising” as defined by the Parliamentary Elections Act (Cap. 218);
 - 10.2.3. is a false statement of fact which is in an offence under POFMA;
 - 10.2.4. make any communication about any user, person, or entity that would reasonably cause such user, person, entity, or persons related to such entity harassment, alarm or distress; and
 - 10.2.5. relates to material non-public information (“**MNPI**”) that would affect the market value or trading of a security and that has not been disseminated to the general public or market misconduct which is prohibited under Part XII of the Securities and Futures Act (Cap. 289).
- 10.3. If, at any time you contribute, submit, upload or post User Content to ICHX or the Community Channels or using the Services, you automatically:
 - 10.3.1. and irrevocably grant and assign to ICHX an equal share of all intellectual property rights, title and interests (including copyright) in the User Content, in all forms and media, and in all countries of the world, to be co-owned as tenants-in-common, with full rights to use, license, exploit and enforce the said intellectual property rights and to assign the above share of co-ownership, and without any obligation for ICHX to account to you for any proceeds thereof, and you also agree and undertake to execute at the request of ICHX, such other instruments, assurances or documents, as may be required to vest in ICHX, or required for ICHX to register in any jurisdiction, all the title or rights as referred to herein. For the avoidance of doubt, and without derogation from the above, ICHX and its subcontractors (including its Internet content hosting servers and delivery networks) shall have a non-exclusive, royalty-free, irrevocable, perpetual and worldwide right to use (including without limitation, to store, reproduce, modify,

distribute, publish, display, communicate, transmit, broadcast, podcast, webcast, or broadcast) and to sub-licence the User Content whether or not in connection with the provision of the Services and/or on or via the Community Channels, other websites, and other printed and online publications and newspapers; and

10.3.2. represent and warrant that:

- (i) all such User Content are your own original works and creations and do not and will not infringe the copyright or any other intellectual property or other rights of any third party;
- (ii) none of the User Content are proprietary or confidential;
- (iii) none of the User Content are Improper Works, nor will they expose ICHX to any civil or criminal proceedings in any part of the world; and
- (iv) the use by ICHX and other users for the purposes and in the manner set out in this Clause 10.3, and the hosting of such User Content on the Community Channels by ICHX will not require any further licences or rights from, or infringe any intellectual property or other rights of, any third party.

11. Disclaimers & Limitations

11.1. While we make every effort to ensure that all ICHX Content displayed on the Community Channels is accurate and complete, we provide the ICHX Content for informative purposes and on an 'as is', 'as available' basis only without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, ICHX disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. Without limiting the foregoing, ICHX does not warrant that the functions contained in or access to the Community Channels, Services, ICHX Content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Community Channels, Services, ICHX Content or the Servers are free of viruses or other harmful components, or that the download, installation or use of any ICHX Content in or with any Computer will not affect the functionality or performance of the Computer. ICHX does not warrant or make any representations regarding the use or the results of the use of the ICHX Content, the Services, the Community Channels or the Servers in terms of their correctness, accuracy, completeness, reliability, or otherwise. You (and not ICHX) assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in any Computer. You agree not to hold ICHX liable for the loss of any of your User Content that is due to any circumstances beyond the control of ICHX.

11.2. The data and information made available on the Community Channels are of a general nature and do not purport, and shall not in any way be deemed, to constitute an offer or provision of any professional or expert advice. You should at all times consult a qualified

expert or professional adviser to obtain advice and independent verification of the information and data contained herein before acting on it. Any financial or investment information in the Community Channels are for use in Singapore only and are intended to be for your general information only. You should not rely upon such information in making any particular investment or other decision which should only be made after consulting with a fully qualified financial adviser. Such information do not nor are they intended to constitute any form of investment advice or any inducement, invitation or recommendation relating to any of the products listed or referred to. Any arrangement made between you and a third party named on or linked to from these pages is at your sole risk and responsibility. ICHX does not sponsor, endorse or promote any financial products, services or information.

- 11.3. You acknowledge that it is not ICHX's policy to exercise editorial control over, and to review, edit or amend any data, information, materials or contents of any User Content, posting, email or any information that may be inserted or made available on the Community Channels by other users of the Services and that ICHX does not endorse and shall not be responsible for any such content.
- 11.4. You acknowledge and agree that ICHX does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over Third Party Products, and ICHX hereby expressly disclaims all liabilities and responsibilities arising in relation to any Third Party Products whether available or advertised via the Community Channels or on Linked Sites.
- 11.5. You agree that all statements, offers, information, opinions, materials, User Content, and Third Party Products, from other users and from advertisers and other third parties on this Site should be used, accepted and relied upon only with care and discretion and at your own risk, and ICHX shall not be responsible for any loss, damage or liability incurred by you arising from such use or reliance.
- 11.6. You also acknowledge and agree that some Services may enable other users to upload User Content to the Community Channels, and that some of these may be offensive, annoying, unlawful, in breach of these Terms and Conditions, contain viruses or cause you damage. While we may remove any such User Content brought to our notice at our sole and absolute discretion, you acknowledge and agree that we cannot be responsible or liable for any User Content, and you agree to exercise access and use User Content only at your own risk and with care and discretion.
- 11.7. You agree that:
 - 11.7.1. ICHX shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Community Channels or Services without assigning any reason; and
 - 11.7.2. access to or the operation of the Community Channels, Servers and/or the Services may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors,

and in any such event, ICHX shall not be liable for any loss, liability or damage which may be incurred as a result.

- 11.8. In no event shall ICHX be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the ICHX Content, User Content, Third Party Content, Services, Third Party Products, the Community Channels, or any other website. In the event that ICHX is liable for damages despite the foregoing provision, you agree that ICHX's aggregate liability to you for any and all causes of action in relation to the ICHX Content, Services, Community Channels, and the Agreement, shall not exceed the amount of Singapore Dollars one hundred (S\$100).
- 11.9. Under no circumstances, including, but not limited to, negligence, shall ICHX be liable for any indirect, special, consequential, or incidental damages that result from the use of, or the inability to use, the ICHX Content, Services, Community Channels, or any other website, even if ICHX or a ICHX authorised representative has been advised of, or should have foreseen, the possibility of such damages.
- 11.10. To the maximum extent permitted by applicable law, ICHX disclaims all liability for any direct, incidental or consequential damage or loss suffered by you that may result from the collection, use or disclosure of your Personal Data, including but not limited to any loss of, or any inability to retrieve, any Personal Data, howsoever caused, or any inaccuracy in the Personal Data presented, used or transmitted.
- 11.11. You agree that the above exclusions and limitations of liability enable the Services and the ICHX Content to be provided by ICHX at either reasonable costs or no costs to you.

12. Linked Sites

ICHX may provide links to other sites ("**Linked Sites**") that may be of relevance and interest to users. ICHX has no control over, and is not responsible for the content on the Linked Sites or for any damage you may incur from the Linked Sites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Sites) or the availability of any content on the Linked Sites, and you hereby irrevocably waive any claim against us with respect to the Linked Sites.

13. Notification of Infringement

- 13.1. ICHX reserves the right to investigate notices of copyright, trademark and other intellectual property infringement ("**Infringement**") in respect of ICHX Content, User Content and other material on the Site ("**Infringing Material**") and take appropriate action. If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on the Community Channels, please notify ICHX in writing immediately in the form and containing the information prescribed by the Singapore Copyright Act (Cap. 63) ("**Infringement Notice**").
- 13.2. All Infringement Notices shall be sent to ICHX addressed as follows:

The Legal Department
150 Beach Rd
#06-03/04 Gateway West
Singapore 189720

- 13.3. ICHX will duly consider all Infringement Notices submitted in the above manner. In return, you agree that you shall not take any legal action or exercise any legal remedy you may have against ICHX in respect of any Infringing Material, unless you have first given ICHX the Infringement Notice and sufficient opportunity to remove the Infringing Material, and thereafter ICHX refuses or fails to remove the Infringing Material within a reasonable time. Where ICHX removes the Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against ICHX under applicable law which you may have in respect of any Infringing Material appearing on the Community Channels prior to such removal by ICHX.
- 13.4. You acknowledge and agree that ICHX has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on Linked Sites or other third party sites.

14. Jurisdictional Issues

This Community Channels are owned and operated by ICHX in Singapore. ICHX makes no representation that the Contents of the Community Channels are appropriate or available for use in your location. Those who choose to access the Community Channels from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

15. Indemnity

You agree to indemnify and hold ICHX, and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

- (i) any use of the Community Channels or any Service;
- (ii) your connection to the Community Channels;
- (iii) your breach of any terms of these Terms and Conditions;
- (iv) your violation of any rights of another person or entity; or
- (v) your breach of any statutory requirement, duty or law.

16. Severability

If any provision of these Terms and Conditions is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Terms and Conditions shall continue in force save that such provision shall be deemed to be deleted.

17. Relationship of Parties

Nothing in these Terms and Conditions shall constitute or be deemed to constitute an agency, partnership or joint venture between ICHX and you and neither party shall have any authority to bind the other in any way.

18. Waiver

18.1. No waiver of any rights or remedies by ICHX shall be effective unless made in writing and signed by an authorised representative of ICHX.

18.2. A failure by ICHX to exercise or enforce any rights conferred upon it by these Terms and Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

19. Rights of Third Parties

Except as provided for in Clause 15, a person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

20. Force Majeure

20.1. No party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.

20.2. For purposes of this Agreement, a "Force Majeure Event" is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party's country or in the territory, and which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

21. ICHX's Legal & Regulatory Compliance Obligations

You acknowledge that ICHX may be required under applicable law or upon the receipt of legitimate instructions from government authorities, to carry out acts in breach of the terms of this Agreement, and you hereby agree not to hold ICHX liable or responsible for any such breach of the Agreement.

22. Governing Law & Jurisdiction

22.1. These Terms and Conditions and all matters relating to your access to, or use of, this Site and the Services shall be governed by and construed in accordance with the laws of Singapore including without limitation the provisions of the Singapore Evidence Act (Chapter 97) and the Electronic Transactions Act (Cap. 88), without giving effect to any principles of conflicts of law.

22.2. You hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts.