

## **TERMS & CONDITIONS OF USE**

With the use of the website ("Site") operated by Hong Thai Travel Services (S) Pte Ltd ("Hong Thai") in any way, you agree to be bound by the following Terms of Use ("Terms"). Hong Thai may modify these Terms at any time at our sole discretion, and such modifications shall be effective immediately upon posting of the modified Terms. You agree to review the Terms periodically to be aware of such modifications and your continued access to or use of the Site shall be deemed your conclusive acceptance of the modified Terms.

### **1. Registration and Security**

If any portion of the Site requires you to register or open an account, you must provide Hong Thai with accurate, complete and updated registration information.

Hong Thai takes certain industry-accepted precautions to secure the Site or portions thereof. However, you agree that such precautions do not guarantee that Hong Thai use of the Site is invulnerable to all security breaches, nor does Hong Thai make any warranty, guarantee, or representation that Hong Thai use of the Site is protected from all viruses, worms, Trojan horses, and other vulnerabilities.

### **2. Privacy**

Some portions of the Site may require that you provide your personal information. Personal information refers to all and any information relating to you (including, but not limited to your name, contact number, email address and mailing address) obtained by Hong Thai via your access to or use of this Site.

Hong Thai may use your personal information for planning, research, design and marketing of services, rendering assistance to law enforcement, government or regulatory agencies, or complying with any applicable laws or any order of court.

Any information disclosed in the public areas of the Site (such as message boards and forums) becomes public information. You should exercise caution when disclosing your personal information in this way.

### **3. Content and Related User Conduct**

You understand that you are responsible for any content that you post or transmit on or through the Site.

You agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to Hong Thai or any of its customers or users of the Site by any means.

You agree to use the Site in a manner consistent with all applicable laws and regulations. Specifically, you will not use the Site to post, transmit, distribute, link to, or solicit content that:

- (1) contains any advertising and promotional message;
- (2) violates or infringes any laws, regulatory requirements or codes applicable in Singapore;
- (3) infringes or violates any copyright, trademark or any other intellectual property, personal or proprietary rights of any person, or violates any obligation of confidence or any other proprietary right;
- (4) contains any obscene, offensive, defamatory or otherwise actionable material;
- (5) undermines the security or integrity of the Site, including without limitation by importing any viruses, Trojan horses, time bombs or other disabling devices intended to detrimentally interfere, damage, surreptitiously intercept or expropriate such equipment, systems or networks;
- (6) contains any errors, whether technical or otherwise; or
- (7) contains any material in any form that would otherwise render Hong Thai liable or expose Hong Thai to any proceedings whatsoever.

You may not use any robot, spider, or other automatic or manual device or process to monitor or copy our web pages or any portion of the content contained herein without Hong Thai's express written permission.

You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or to impose an unreasonable or disproportionately large load on the servers serving the Site.

Hong Thai shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any content that is available via the Site. Without limiting the foregoing, Hong Thai shall have the right to remove any content that violates these Terms or is otherwise objectionable.

### **4. Content Posted Or Submitted To Hong Thai**

You agree to grant to Hong Thai a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to public areas of the Site (such as message boards, forums, member profiles, yellow pages, job folders or other features that allow users to post information that will be accessible by the public or the user population generally) by all means and in any media now known or hereafter developed. You also grant to Hong Thai the right (though you acknowledge and agree that Hong Thai shall not be so obliged) to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against Hong Thai for

any alleged or actual infringement or misappropriation of any proprietary right in your communications to Hong Thai.

Except for any personal, individually identifying information which Hong Thai have agreed to keep confidential, any feedback, data, answers, questions, comments, suggestions, plans, ideas or the like that you send to Hong Thai via the Site, via email or otherwise, will be treated as being non-confidential and nonproprietary. Hong Thai assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. Hong Thai will also be free to use any ideas, concepts, know-how or techniques contained in information that you send Hong Thai for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information.

#### **5. Postings by Third Parties and Hyperlinks to Third Party Websites**

This Site contains hyperlinks to other websites which are neither maintained nor controlled by Hong Thai, or may contain content posted on or via the Site by third parties. Therefore, Hong Thai shall not be responsible for any errors or omissions in any content in the Site, or the content, products or services of any hyperlinked website or any hyperlink contained in a hyperlinked website, nor for the privacy and security practices employed by these other website, and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed via the Site, or arising from access to those websites. Use of the Site and any hyperlinks and access to such hyperlinked websites are entirely at your own risk.

You acknowledge that Hong Thai has no control over and excludes all liability for any material on the Internet which can be accessed by using the Site. Neither can Hong Thai be deemed to have endorsed the content.

#### **6. Hyperlinks from Third Party Websites**

You agree that caching, hyperlinking to, and framing of the Site or any of the contents are strictly prohibited.

Hong Thai reserves all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.

#### **7. Indemnity**

You agree to indemnify, defend and hold harmless Hong Thai, its directors, officers, employees, suppliers, licensors, agents, and any third party content providers, from and against any losses, damages, claims, costs, expenses, demands, and actions, due to or arising out of your use of the Site, your access or connection to the Site, your violation of these Terms, or your violation of any rights of another. These obligations will survive any termination of your relationship with Hong Thai or your use of the Site. Hong Thai reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with Hong Thai in asserting any available defenses.

#### **8. Disclaimer of Warranties**

You expressly understand and agree that:

8.1 You assume total responsibility and risk for your use of the Site and the Internet. Hong Thai does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Site, any merchandise, information or service provided through the Site or on the Internet generally, and Hong Thai shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. The Site and any software made available on the Site are provided on an "as is, as available" basis.

8.2 Hong Thai makes no warranty that (i) the Site will meet your requirements or will always be accessible, (ii) the Site will be uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code, (iii) the results that may be obtained from the use of the Site will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Site will meet your expectations, and (v) any errors in the Site will be corrected.

8.3 Any content downloaded, uploaded or otherwise obtained through the use of the Site is done at your own discretion and risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site or on the Internet generally.

#### **9. Limitation of Liability**

Hong Thai does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed on the Site or other contents accessible from the Site. In no event shall Hong Thai be liable for any incidental, consequential, direct, indirect or any losses or damages whatsoever (including, but not limited to, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or business interruption, or any other loss, whether in an action of contract, negligence or other tortious action), arising out of or in connection with the use of or inability to use the Site, delays, inaccuracies or errors in the information or in the transmission of the Site, or any information or transactions provided on or over the Site or downloaded or hyperlinked from the Site, or performance of the contents on this Site, even if Hong Thai has been advised of the possibility of such damages.

If you are dissatisfied with any portion of the Site, or with any of the Terms, your sole and exclusive remedy is to discontinue using the Site.

## **10. Intellectual Property Rights**

Content (including, but not limited to, information, communications, software, images and sounds contained on or available through the Site) is provided by Hong Thai, its content providers and third parties licensors. The intellectual property rights to or over the contents contained in each Site belong to Hong Thai, its content providers and/or third parties licensors. All rights are reserved. The contents of the Site cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of Hong Thai. You agree that the material and content contained within or provided by the Site is for your own personal use only and may not be used for commercial purposes or distributed commercially.

Your access to or use of the Site should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the trademarks, tradenames, logos or service marks appearing on the Site without Hong Thai's prior written consent. You may not, without Hong Thai's prior written consent, use any of such trademarks, tradenames, logos or service marks as a hyperlink to the Site or any other website.

You may not modify, translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operate the Site or create derivative works based on the Site. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms or encryption devices of the Site's underlying technology.

## **11. General**

Your access to or use of the Site, as well as these Terms shall be governed by, and construed in accordance with Singapore laws and you agree to submit to the exclusive jurisdiction of the Singapore courts.

Hong Thai's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

If any part of these Terms is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.

These Terms are for the benefit of Hong Thai and its directors, officers, employees, suppliers, licensors, agents, and any third party content providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.