

SwanCity Website Terms and Conditions

NOTICE:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE AND ANY PARTS THEREOF, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND ANY OPERATING RULES OR POLICIES THAT MAY BE PUBLISHED FROM TIME TO TIME BY US AND/OR MADE AVAILABLE AT THIS WEBSITE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, PLEASE DO NOT ACCESS THIS WEBSITE, OR ANY PARTS THEREOF AND DISCONTINUE YOUR ACCESS IMMEDIATELY.

The following General Terms and Conditions (these “**Terms**”) govern your access and use of this website generally.

A reference to “**SwanCity Group**”, “**we**”, “**our**”, or “**us**” in these Terms shall mean SwanCity (Singapore) Investment Pte Ltd, and/or its related corporations and affiliates, collectively or singularly as the context requires.

A reference to “**this website**” in these Terms refers to the main website of the SwanCity Group available at <https://www.swancity.sg> and/or the sub-sites operated by members of the SwanCity Group (as identified in the relevant subsections of such websites) as the context requires, and includes but is not limited to the information, data, text, images, links, sounds, graphics and video sequences displayed therein (“**Materials**”).

GENERAL TERMS AND CONDITIONS

1. YOUR OBLIGATIONS

1.1. You agree:

- 1.1.1.** to comply fully with all the directions and/or instructions issued by us from time to time in respect of the use of this website;
- 1.1.2.** to abide by all applicable laws and regulations in the use of this website;
- 1.1.3.** not to impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- 1.1.4.** not to do anything which would create or impose an unreasonable or disproportionately large burden or load on this website, or gain unauthorised access to restricted parts of this website or its systems;
- 1.1.5.** not to gather and use the information and/or particulars posted or transmitted through this website for unsolicited advertising or other unauthorised purposes;
- 1.1.6.** not to 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, communicate, republish,

upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sub-license or create derivative works based on the whole or any part of this website;

- 1.1.7. not to use this website and/or the Materials for illegal purposes;
 - 1.1.8. not to upload or transmit information through this website which may infringe the rights of any third party, whether in statute or common law, including but not limited to any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
 - 1.1.9. not to use any automated process or service to access and/or use this website (such as a bot, a spider, periodic caching of information stored by us, or "meta-searching"); and
- 1.2. You shall be responsible for obtaining and using the necessary web browser and/or other software and/or equipment necessary to obtain access to this website at your own risk and expense. If new or different versions of the web browser and/or other software and/or hardware and/or equipment necessary for the operation of this website become available, we reserve the right not to support any prior version of the web browser or other software. If you fail to upgrade the relevant software and/or web browser or to use the enhanced version of software and/or web browser as required by us, we may reject your transactions, or process your transactions incorrectly, or you may not be able to obtain access to all features and/or Services available, and we shall not be held liable as a result thereof.

2. OUR RIGHTS

- 2.1. You irrevocably agree and acknowledge that we have the right to:
- 2.1.1. investigate any violation of the terms and conditions contained herein and may take any action we deem appropriate;
 - 2.1.2. in our absolute discretion, and without stipulating any reason, prevent or restrict your access to this website or any part thereof;
 - 2.1.3. in our absolute discretion, and without stipulating any reason, stop, suspend, modify, delete or edit any Material appearing on this website or part thereof;
 - 2.1.4. terminate your access to the website or any part thereof if we receive any complaints or suspect that you may have engaged in any fraudulent, criminal, illegal, unlawful or other activities which may infringe the rights of or be actionable by any person or entity;
 - 2.1.5. request from you information and data relevant to your use of this website at any time and to exercise our rights hereunder if you refuse to divulge such information

and/or data or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data; and

- 2.1.6. report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.
- 2.2. We may, in our sole discretion, terminate or suspend your access to all or part of this website for any reason, including without limitation, breach of these Terms, and/or activity which we suspect violates applicable laws or infringes the rights of any third party. If you breach these Terms, your authorisation to use the site automatically terminates and you must immediately destroy any downloaded or printed materials and content, and we have the right to refuse any and all current or future use of or access to this website by you.
- 2.3. We may collect, use and disclose personal data obtained from or provided by you through your use of this website in accordance with our Personal Data Protection Policy. Please see the Personal Data Protection Policy for more information on how we collect, use and disclose your personal data.

3. INTELLECTUAL PROPERTY

- 3.1. All intellectual property rights in and to materials on this website (including copyright in all works and other subject matter) is owned by us, and/or our licensors, merchants and/or service providers. No part of the same may be reproduced, adapted, distributed, republished, downloaded, displayed, broadcast, hyperlinked, posted, or transmitted in any manner or by any means or stored in an information retrieval system without our prior written permission and/or that of the relevant rights owner.
- 3.2. Permission is granted to download and print the Materials on this website for personal, non-commercial use only, provided you do not modify the Materials and that you retain all copyright notices and other proprietary notices contained in the Materials.
- 3.3. You may not, without our permission, "deep-link" to any part of this website, "frame" or "mirror" any Material contained on this website on any other server.
- 3.4. In the event that you are authorised by us to download software or Materials associated with such software from this website, the software, including any files, images incorporated in, linked to or generated by the software, and data accompanying the software is licensed to you subject to your compliance with any relevant licence terms and conditions accompanying such software or as we may from time to time notify you of.
- 3.5. The trade marks, service marks and logos ("**Trade Marks**") used and displayed on this website are registered and unregistered Trade Marks of the relevant mark owners of the SwanCity Group and other third parties. Nothing on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trade Mark displayed on this website, without our written permission or that of other Trade Mark owners. We prohibit the use of the Trade Marks, any entity name, trade name,

company name of ours or any other trade mark owned by us as a "hot" link to any website unless establishment of such a link is approved in advance by us in writing.

4. USE OF SOCIAL MEDIA

4.1. We welcome fans and followers to leave comments and post photos and videos on our social media pages, which you may be able to access via this website in embedded form or via links on this website. To make it an enjoyable experience for all, please comply with the following when posting on our social media pages:

4.1.1. share your opinions respectfully;

4.1.2. do not post content that is false, obscene, defamatory, threatening, harassing, discriminatory, or hateful to another person, race, religion or entity;

4.1.3. do not post spam or content that violates any law or intellectual property rights;

4.1.4. do not upload files that contain viruses or programmes that can cause damage to other people's mobile devices or computer; and

4.1.5. for your privacy and safety, please avoid posting confidential information such as your personal details.

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

5. INDEMNITY

5.1. You shall indemnify us (including all members of the SwanCity Group, and each of their respective directors, officers, employees, agents, and representatives) and keep us indemnified against any loss, damage, liability cost and expense (including legal costs and disbursements on a full indemnity basis), directly or indirectly arising from or relating to breach of any of these Terms, including without limitation, if you commit any fraud or misrepresent any information supplied or to be supplied under these Terms.

6. EXCLUSION OF LIABILITY

6.1. To the maximum extent permitted by law, we shall in no event be liable for any damages, loss or expense including without limitation, direct, indirect, special, or consequential damage, inconvenience, cost and expense or economic loss of any nature (including, without limitation for any act, omission, neglect or wilful default on the part of our agents, contractors, correspondents and/or their respective officers and employees), arising from or in connection with:

- 6.1.1. any access, use or the inability to access or use this website and/or the Materials therein, or reliance on the Materials and/or any information in this website;
- 6.1.2. any failure of performance, server or connection failure, error, omission, interruption, defect, delay or failure in operation or transmission, or computer virus or line or system failure;
- 6.1.3. any use of or access to any other website linked to this website;
- 6.1.4. the collection, use, disclosure and/or processing of your personal data in accordance with these Terms and/or our Personal Data Protection Policy; and/or
- 6.1.5. any products, information, data, software or other material obtained from this website or from any other website linked to this website;

even if we or our agents or employees were previously advised of the possibility of such damages, losses and/or expenses.

7. WARRANTIES AND DISCLAIMERS

- 7.1. This website and the Materials therein are provided on an "as is" and "as available" basis. We do not warrant the accuracy, adequacy or completeness of this website, including without limitation the Materials, and expressly disclaim liability for errors or omissions in the Materials.
- 7.2. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with this website and/or the Materials. All such warranties, conditions, terms and representations are specifically excluded. In particular, we do not warrant that the Materials or this website will be provided uninterrupted or free from errors or that any identified defect will be corrected; further, no warranty is given that this website and the Materials are free from any virus or other malicious, destructive or corrupting code, programme or macro.
- 7.3. 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 and/or any information, Materials, or functionality provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing this website, Materials or any part or feature thereof.
- 7.4. The information and data contained in this website 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 or commercial decision. You should at all times consult your professional advisers and obtain independent verification of the information and data contained herein before making any decision based on any such information or data.

Nothing on this website shall be considered or construed as the giving of any advice in respect of, shares, stocks, bonds, notes, interests, unit trusts, property trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

8. GENERAL

- 8.1. Each of the terms and conditions in these Terms is severable and distinct from one another and if at any time, any one or more of these terms and conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way and will remain in force.
- 8.2. The rights and remedies provided in these Terms are cumulative and not exclusive of any other right or remedies (whether provided by law or otherwise).
- 8.3. No failure on our part to exercise and no delay on our part in exercising any right or remedy under these 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 these Terms or any breach of these 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.
- 8.4. Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.
- 8.5. The headings in these Terms are inserted for ease of references only and shall not affect the construction of these Terms.
- 8.6. These Terms constitute the entire agreement between you and us concerning your use of the website.
- 8.7. You may not assign these Terms or any of its rights or obligations under these Terms to any Party. Save for any member of the SwanCity Group, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Rev. Ed. 2002, Chapter 53B) to enforce any of its terms.

9. GOVERNING LAW AND JURISDICTION

- 9.1. By accessing this website, you agree that Singapore law (including without limitation, the provisions of the Evidence Act (Cap. 97) and the Electronic Transactions Act (Cap. 88)), shall govern such access, and you agree to submit to the non-exclusive jurisdiction of the Singapore courts. You agree that our records and any records of communications, instructions made, performed, processed or effected through this website by either party, whether stored in electronic or printed form, shall be binding and conclusive evidence of

such communications or instructions. You agree that such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were in electronic form or were produced by or are the output of a computer system.

10. AMENDMENTS TO TERMS

10.1. We may impose such further terms and conditions and make such amendments to these Terms as we may in our discretion deem fit from time to time by posting the amendments online at this website, which you agree shall be sufficient notice for the purpose of this paragraph.

10.2. If you do not agree to be bound by the amendments, you shall cease all access and/or use of this website. You further agree that if you continue to use and/or access this website after being notified of such amendments to these Terms, such use and/or access shall constitute an affirmative: (1) acknowledgement by you of these Terms and its amendments; and (2) agreement by you to abide and be bound by these Terms and its amendments.

11. CONTACT US

11.1. If you have any feedback or enquiries relating to this website and/or the Terms, please contact us at [\[\]](#).