

## **BUYSINGAPORE - TERMS AND CONDITIONS OF USE**

Welcome to BuySingapore. You are advised that the following terms and conditions govern the contractual agreement between you and Abecha in relation to the access, browsing, rights and obligations in connection with the use of BuySingapore.

IN CONSIDERATION OF BuySingapore PROVIDING YOU WITH ACCESS TO BuySingapore SERVICES, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS ("Terms and Conditions") AT ALL TIMES. If you do not agree to all the Terms and Conditions, You are not authorised to use the services of BuySingapore.

### **1. Definitions**

"Buyer" means a party that purchases an Item using BuySingapore

"Confidential Information" means any information or material proprietary and/or confidential to Abecha, a Buyer or Supplier disclosed or obtained in connection with the use of BuySingapore or pursuant to these Terms and Conditions, including without limitation (i) any information in connection with a Transaction, Item, Buyer or Supplier; (ii) Item prices; (iii) Abecha Software; (iv) Abecha business, technical and process documentation; or (v) any non-public information contained in or acquired by use of BuySingapore. Confidential Information does not include information that (a) is publicly known or which becomes publicly known through no breach by You; (b) lawfully received by You from a third party without any confidentiality restriction; or (c) is already known by You without any confidentiality restriction.

"Fee Schedule" means the schedule attached to the Registration Form accompanying these terms.

"Item" means any good or service listed for sale, trade, exchange or offer by a Buyer or Supplier on BuySingapore

"Registration Form" means the form accompanying these terms which must be completed by all Users.

"Service Provider" means any third party service provider who provides any service or Transaction interconnection with BuySingapore or to any User through BuySingapore.

"Software" means the computer software (proprietary to or otherwise licensed by Abecha) as provided by Abecha or accessible by third party internet or web browser software when connecting to BuySingapore.

"Supplier" means a party that is duly registered with Abecha and who has entered into a Supplier Agreement with Abecha and sells or offers to sell an Item using BuySingapore

"Transaction" means a purchase or sale of an Item between Users and Service Providers completed using the services or facilitated by the use of BuySingapore

"Trade Rules" means the rules for the conduct of offers and trade of Items by You on BuySingapore as published on BuySingapore [URL: [http://www. BuySingapore.com](http://www.BuySingapore.com)], as may be revised or updated from time to time by Abecha.

"User" means any party who accesses BuySingapore or uses the services or otherwise facilitates such use by others including any Buyer, Supplier, Service Provider.

"You" or "Your" means any Buyer, Supplier, Service Provider or other User (as the case may be) who accesses and/or uses BuySingapore.

Words denoting the singular shall include the plural and vice versa.

The headings in these terms and conditions are for convenience only and shall not affect its interpretation.

## **2. Venue for Trading**

2.1 BuySingapore provides a venue for Buyers and Suppliers to negotiate and conclude the sale and purchase or exchange of goods and/or services. As a facilitator of the Transactions, Abecha is not involved in the actual Transaction between Buyers and Suppliers.

2.2 You understand and agree that Abecha does not act as agent, fiduciary or trustee for any Buyer or Supplier and that Abecha does not exercise any control over

- (i) the quantity, availability, quality, safety or legality of any Items;
- (ii) the accuracy or usefulness of the description or classification of any Items;
- (iii) the ability of either a Buyer, Supplier or Service Provider to fulfill its obligations to complete a Transaction;
- (iv) the legal capacity of any Buyer, Supplier or Service Provider to lawfully enter into a Transaction; or
- (v) any representation made in respect of the Items or by any Buyer, Supplier or Service Provider. You further understand and agree that Abecha does not endorse, sponsor, certify or guarantee any Item.

## **3. Acceptance of Terms and Conditions**

3.1 BuySingapore reserves the right to change the Terms and Conditions For Use at any time. Updated versions of the Terms and Conditions For Use will appear on the web site and are effective immediately. You are responsible for regularly reviewing the Terms and Conditions For Use. Continuous use of the web site after such changes constitutes your consent to such changes.

## **4. BuySingapore Services**

Abecha reserves the right at its sole discretion to:

- (i) suspend, deny access to or use of BuySingapore for the purposes of system maintenance, upgrading, security or such other purpose as Abecha may deem appropriate;
- (ii) discontinue all or part of the services on BuySingapore with reasonable prior notice to You; or
- (iii) add and/or modify all or part of the services on BuySingapore.

## **5. Use of BuySingapore**

5.1 You agree at all times to comply with the Trade Rules that apply to each service.

5.2 You will be responsible, at Your own cost, for providing the telecommunications connectivity, computer hardware, internet access and other technology necessary for You to access or use BuySingapore.

5.3 You agree not to use any software, hardware, device or electronic means to interfere, alter, deny or otherwise disrupt the normal operation of BuySingapore or any content within BuySingapore.

5.4 You will not be permitted to participate in the services conducted through BuySingapore without registering as a BuySingapore User.

5.5 If Your registration application is approved, Abecha will notify You and Your User ID and password will be activated.

5.6 You may only use each User ID and password on behalf of the business that you represent, as indicated on the applicable registration application.

5.7 You will be responsible for the confidentiality and use of Your User ID and password, and You will be held solely responsible for all communications made through BuySingapore using Your User ID and password whether or not authorized by You.

5.8 You will further ensure that your employees and/or agents (as the case may be) maintain confidentiality of Your User ID and password and ensure compliance by your employees and/or agents of all instructions or notices given by Abecha from time to time regarding the use of BuySingapore.

5.9 You will notify Abecha immediately upon becoming aware of any unauthorized access to or use of BuySingapore and agree that Abecha shall not be responsible to You nor shall You be entitled to make any claim, demand or request for compensation from Abecha in respect of any loss or damage suffered by You as a result of any unauthorized access to and/or use of Your User ID and password.

## **6. Fees and Charges**

6.1 Unless otherwise agreed by separate written agreement(s) with Abecha, all fees and charges in connection with the use of BuySingapore and/or the Services or any related Transaction (as set out in the Fee Schedule) will be payable by You to Abecha.

6.2 You agree that Abecha will not be responsible for any fees, costs or taxes associated with any Transaction between a Buyer and Supplier.

6.3 You shall be responsible for determining whether taxes are payable in respect of the Transactions under any applicable law and acknowledge that We are not liable nor should We be held responsible for paying, collecting, reporting or remitting any taxes arising from any Transactions.

## **7. Compliance with Laws**

You agree to and will comply with all applicable laws, statutes, regulations and ordinances in connection with any use by You of the services at BuySingapore.

Compliance includes but will not be limited to ensuring that You have and valid legal permits, approvals, licenses and authorizations as may be necessary for the trade, advertise promote or otherwise deal with the Items; complying with all applicable laws regarding the handling, export or transmission of Items or other related technical information and data; and complying with the regulations of all relevant taxing or other regulatory authorities in connection with any Transaction.

## **8. Warranties**

You warrant at all times that:

- (i) You are of sufficient legal capacity to enter into binding contracts;
- (ii) All information provided by you to Abecha is true and correct;
- (iii) You are not prohibited by any applicable government authority or agency
- (iv) Any information, representation or material submitted by You will not infringe any third party's copyright, patent, trademark or other intellectual property rights;
- (v) any material, data or information you provide or submit to Abecha or BuySingapore will not contain any electronic virus or other electronic code designed to delete, corrupt, expropriate data or otherwise disrupt system operability; and
- (vi) You will not engage in any activities which cause or is intended to cause undue system overload or material degradation of BuySingapore computer system resources.
- (vii) You will maintain the security and confidentiality of any password issued by Abecha to You upon registration and to use the same password only for the purposes contemplated by these Terms and Conditions

## **9. Disclaimer**

9.1 The information on BuySingapore is compiled from various sources and provided on an "AS IS" basis for general information purposes only. While Abecha will use reasonable commercial efforts to ensure that BuySingapore is at all material times available for use (except as provided under these Terms and Conditions), You understand and agree that use of the services and BuySingapore is provided on an "AS AVAILABLE" basis without any guarantee or assurance that such use or access thereto will be uninterrupted, continuous or error-free. Abecha does not warrant or represent that (i) the information on BuySingapore ; or (ii) the Software is free from errors or omissions, and further makes no representations, conditions or warranties whether express or implied, including any implied warranties of satisfactory quality, completeness, accuracy or fitness for a particular purpose.

9.2 BuySingapore may contain links to non-Abecha controlled web sites. Abecha is not responsible for and does not endorse or accept any responsibility for the contents or use of these third party web sites. Browsing or downloading information from the internet may involve risk. You are advised that Your use or selection of links to third parties is at Your own risk and You should take precautions to ensure against electronic viruses or other similar electronic items of destructive nature.

## **10. Limitation and Exclusion of Liability**

10.1 Abecha, its subsidiaries and affiliates (the "Abecha Group") disclaim any and all liability for all use of BuySingapore or the services , including losses, damages, claims or expenses any person may incur as a result of:

- (i) transmission of any information to or from BuySingapore;
- (ii) failure or limitation in any security prevention or detection to or from BuySingapore;
- (iii) reliance on any information contained in BuySingapore ;
- (iv) hyperlink from BuySingapore;
- (v) any error, mistake or omission in the information on BuySingapore ; and
- (vi) any disruption or failure in any third party computer network linked to BuySingapore; even if advised of the possibility of such loss or damage.

10.2 WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY BY THE PROVEN FAULT OF Abecha, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER Abecha, ITS SUBSIDIARIES OR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS WILL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER LOSSES WHATSOEVER, ARISING OUT OF (i) THE USE OR INABILITY TO USE BuySingapore, THE SERVICES OR RELIANCE ON BuySingapore CONTENTS ; (ii) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR DATA OR DATA TRANSMISSIONS; OR (iii) ANY OTHER MATTER IN CONNECTION WITH ACCESS OR USE OF BuySingapore (EVEN IF Abecha HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGE).

10.3 With the exclusion of death or bodily injury directly caused by the proven fault or negligence of Abecha, Abecha's aggregate liability to any User for claims under and in connection with use of BuySingapore, whether for liability in contract, tort or otherwise irrespective of the form of action will be limited to One Thousand Singapore Dollars (S\$1000.00) in respect of any one event or series of connected events and provided always that Abecha's aggregate liability under or in connection with these Terms and Conditions (whether for liability in contract, tort or otherwise) will be limited to the greater of (i) one thousand Singapore dollars (S\$1000.00); or (ii) the BuySingapore fees and charges actually paid by You to Abecha in the three (3) calendar months immediately preceding the cause of action.

The limitations and exclusions of liability and warranties in these Terms and Conditions are subject to any restrictions on such limitations and exclusions under the applicable law.

## **11. Indemnification**

You agree to indemnify, defend and hold harmless Abecha, its directors, officers, employees, assigns and affiliates from and against any and all claims, actions, liabilities, losses, expenses, damages and costs, including, but not limited to, reasonable legal fees (collectively "Liabilities"), that may at any time be incurred by reason of any third party claim

- (i) arising out of or relating to Your breach or alleged breach of these Terms and Conditions,

(ii) based upon any claim in connection with an Item which You purchase, supply or offer to purchase or supply (including without limitation changes in contracted prices, alleged errors, omissions or misrepresentation therein);

(iii) arising out of any software virus or other software code of a destructive nature transmitted by You ;

(iv) arising from any act or omission in connection with a Transaction You enter or propose to enter into (including without limitation any dispute, non-payment or other contractual failure by You to complete such Transaction); or

(v) arising from any tax, duties, excise or licence fee liability in connection with a Transaction You enter or propose to enter into (with the exclusion of taxes payable by Abecha's on its net income) ; provided that such Liabilities do not arise from Abecha's willful default or gross negligence.

## **12. Termination**

12.1 Abecha, in its reasonable discretion, may terminate Your access to and use of BuySingapore , in the event of:

(i) any breach of the above warranties, the Trade Rules or these Terms and Conditions by You;

(ii) any failure to pay any amounts due by You;

(iii) any information furnished by You is false or misleading;

(iv) any bankruptcy or insolvency proceedings against You; or

(v) liquidation of or appointment of a receiver, administrator, judicial manager or other official over Your assets.

12.2 In the event of termination:

(i) You agree that any and all outstanding charges or fees payable by You in connection with Your use of or Transactions conducted on BuySingapore shall become immediately due and You will pay all such charges and fees upon demand;

(ii) Abecha may delete or otherwise remove any of Your data stored within BuySingapore; and

(iii) Abecha may terminate, suspend or disallow Your access to BuySingapore.

## **13. Copyright**

All copyright, trademarks, and other intellectual property rights in the Site (including but not limited to any images, photographs, animations, video, audio, music, text and "applets"), are owned or otherwise licensed by Abecha. No title or any intellectual property right is transferred hereunder. With the exclusion of allowable use for research or private study purposes under applicable copyright laws or for the sole purpose of casual web browsing of the Site, no part of this Site may be reproduced, distributed or modified in whole or in part in any manner whatsoever by any medium without the written consent of Abecha.

## **14. Trademarks**

14.1 Abecha.com, BuySingapore, the Abecha logo, Abecha and/or other Abecha products and services referenced within BuySingapore or associated materials are trademarks of Abecha, and may be registered in certain jurisdictions. All other

product names, company names, marks and logos referenced may be trademarks of their respective owners.

14.2 Nothing within these Terms and Conditions should be construed as granting any right any license or right to any trademarks or BuySingapore content without the written permission of Abecha or the respective third party owners.

## **15. Confidentiality**

15.1 You agree to preserve the confidentiality of any Confidential Information and not to permit the disclosure of Confidential Information to any unauthorised parties. You will undertake to ensure that any of Your employees, financial or legal representatives to whom all or any of the Confidential Information is disclosed, strictly on a "need to know" basis in furtherance of Your obligations under these Terms and Conditions, shall enter into written confidentiality undertakings to protect unauthorised disclosure of the Confidential Information upon terms equivalent to this provision.

15.2 You further agree and acknowledge that any breach or threatened breach by You of the confidentiality provisions in these Terms and Conditions may cause irreparable injury to Abecha for which monetary damages would be an inadequate remedy and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Abecha shall be entitled to obtain injunctive, prohibitory or other urgent relief against the threatened breach of these Terms and Conditions or the continuation of any such breach by You, without the necessity of proving actual damages.

## **16. Your Data**

Subject to any other express agreement between You and Abecha, You grant Abecha a non-exclusive, royalty-free, worldwide right to reproduce, transmit, use, derive or otherwise display material (including without limitation your company name, trade name, logo or other trademarks) and/or other information submitted by you to BuySingapore, for the purposes of the operation of BuySingapore and/or any and all BuySingapore related advertising, marketing or promotional material or communications. Abecha will adhere to any trademark guidelines as provided by you to Abecha.

## **17. Your Registration Information**

17.1 Abecha will only use Your registration information as specified on the Registration Form for general display access by Buyers, Suppliers or other BuySingapore Users, for internal administrative purposes and to contact You from time to time in connection with Your use of BuySingapore or to inform You of the latest BuySingapore features. Abecha may provide aggregated or generalised User information to third parties provided always that Your specific information is never disclosed (unless authorised by You or as may be required to comply with the lawful directions of any authority with competent jurisdiction).

17.2 The content of any communication feedback to this web site including suggestions and comments will be treated as non-confidential and shall become the property of Abecha. Abecha shall be free to use such communication for any purpose.

## **18. Delay or Force Majeure**

Abecha will not be liable for any failure or delay arising from event beyond Abecha's control, including but not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, telecommunication or public utility disruption or failure, industrial disputes of any kind (whether or not involving Abecha employees), failure of equipment, bugs, viruses, accidents, material shortages, explosion, subsidence, inclement weather, acts or omissions of persons or bodies for whom Abecha is not responsible or any other cause outside Abecha's control.

## **19. Disputes**

Abecha will not involve itself in any private dispute between Users whether or not arising out of a Transaction. Any valid dispute raised by You directly in connection with BuySingapore will be first addressed by Abecha customer service representatives and/or later by Abecha management in good faith. Failing any resolution with Abecha management, then such dispute or difference shall be referred to and finally resolved by arbitration in Singapore in accordance with the SIAC rules for the time being in force which rules are deemed to be incorporated by reference in this clause. The arbitration shall be conducted in English. This shall not preclude Abecha from being entitled to obtain immediate injunctive and other equitable relief from any convenient court without bond and without necessity of showing actual monetary damage upon a breach of Clause 13, 14 or 15 above.

## **20. Assignment**

These Terms and Conditions will be binding upon and inure to the benefit of Your and Abecha's respective successors and permitted assigns. Your rights and obligations under these Terms and Conditions may not be assigned or otherwise transferred in whole or in part, without the prior written consent of Abecha. Abecha may assign its right to receive any payment by You under these Terms and Conditions to a majority owned subsidiary of Abecha by written notice to You without the need for consent.

## **21. Notices**

Any notice, request, waiver, consent or approval shall be in writing in the English language and shall be deemed to have been duly given or made when it is delivered by hand, by registered mail, facsimile or by electronic mail (as the case may be) to Your respective registered notification address provided by You to Abecha. Except where otherwise provided under these Terms and Conditions, notices shall be deemed duly served and given immediately if by hand; two (2) days after postage, if by registered mail; upon transmission, if by confirmed facsimile; and upon transmission with no returned receipt failure message, if by electronic mail.

## **22. General**

22.1 You and Abecha are independent contractors. No agency, partnership, franchise or formal business organisation of any kind is created by these Terms and Conditions and neither party will have the right to bind the other.

22.2 No waiver of any breach of these Terms and Conditions shall be deemed to be a waiver of any other or of any subsequent breach. The failure of Abecha to enforce at any time any of the Terms and Conditions shall in no way be interpreted as a waiver of such provision.

22.3 If any provision of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, these Terms and Conditions shall remain otherwise in full force apart from such provision which shall be deemed deleted.

22.4 These terms and conditions will be governed by and interpreted according to the laws of the Singapore excluding the application of its conflicts of law rules. To the extent permitted by law, the application of the United Nations Convention on Contracts for the International Sale of Goods 1980 is expressly excluded.

22.5 These terms and conditions constitute the entire agreement between You and Abecha with respect to use of BuySingapore. These terms and conditions supersede all prior and contemporaneous representations or understandings. Unless expressly agreed by Abecha, these Terms and Conditions shall always prevail over any inconsistent terms or conditions embodied within any purchase order, invoice or other documentation issued to Abecha by a Buyer, Supplier or other third party under or in connection with use of BuySingapore.