



## TERMS OF USE

3<sup>rd</sup> April 2009

### Acceptance Of Terms

AsiaMalls Management Pte Ltd ("AsiaMalls") welcomes you to its website, [<http://www.tampines1.com.sg>] (the "Site"). Use of the Site is subject to the following Terms of Use (the "Terms"), which may be updated by us from time to time without notice to you. You may review the most current version of the Terms at any time at [[website of terms](#)]. By accessing and using the Site you accept and agree to be bound by the then-current version of these Terms.

Please read these Terms carefully. This document is a legal contract, and by using the Site you agree to its terms. This agreement includes all websites and web-pages within this Site, as well as any equivalent, mirror, replacement, substitute or backup websites and web-pages that are associated with this Site. If you do not agree to these Terms, you are not authorized to access the Site, and you must discontinue use of the Site immediately.

### Proprietary Rights and Permitted Use

The Site content available through the Site (the "Content") is the sole and exclusive property of AsiaMalls and/or its licensors. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site or the Content other than as expressly authorized by AsiaMalls in writing. Use of the Site or the Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under Singapore or international law.

The trade marks, service marks and logo (the "Trade Marks") used and displayed on this website are registered and unregistered Trade Marks of AsiaMalls, its subsidiaries or its licensors. Nothing on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trade Marks displayed on this website, without the written permission of AsiaMalls. AsiaMalls and its subsidiaries enforce their intellectual property rights to the fullest extent of the law. The name of AsiaMalls or the Trade Marks may not be used in any way, without prior written permission of AsiaMalls. AsiaMalls prohibits use of the Trade Marks as a web link or hyperlink to any AsiaMalls site or any other site unless establishment of such a link is approved in advance by AsiaMalls in writing.

So long as you agree and comply with the Terms, and unless these Terms are otherwise terminated or modified by AsiaMalls, you are permitted to view and use the Site and the Content solely for your own purposes; provided, however, that you may not duplicate, publish, modify, distribute, perform or create derivative works from any part of the Site or the Content unless expressly authorized by AsiaMalls in writing. You agree that you will not remove or modify any acknowledgements, credits or legal notices contained on the Site or in the Content.

You hereby acknowledge and agree that, as between AsiaMalls and you, all right, title, and interest in and to the Site and the Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights and all text, images, graphics, icons, media, software, data and information, are owned exclusively by AsiaMalls or its licensors and are protected by Singapore intellectual property and other applicable laws.

Special terms may apply to some products or services offered on the Site and may be posted in connection with the applicable product, service, feature or activity. Any such terms are in addition to these Terms and, in the event of a conflict, any such terms shall prevail over these Terms.

If AsiaMalls makes software available to you for download, your download and use of such software shall be subject to a separate license agreement.

You shall not use, allow, or enable others to use the Site, or knowingly condone use of this Site by others, in any manner that is, attempts to, or is likely to:

- (1) Be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;
- (2) Affect us adversely or reflect negatively on us, the Site or AsiaMalls, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site;
- (3) Send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- (4) Be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web-pages; transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
- (5) Forge any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason;
- (6) Violate any laws, regulations, judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise; gain unauthorized access to the Site, other users' accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the terms and conditions of this Agreement;
- (7) Modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Site or the rights or use and enjoyment of the Site by any other person, firm or enterprise; or collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

### **Indemnity**

You agree to indemnify, defend and hold harmless AsiaMalls, its partners and affiliates, and its and all of their employees, agents, licensors, service providers, co-branders and tenants, and each of them, from and against any loss, liability, claim, demand or cost, including without limitation reasonable legal fees, whether incurred by or made against any of them or made by any third party, arising out or relating to (a) your use of the site or the content or (b) your violation of these terms, any applicable laws, or the rights of AsiaMalls or any third party.

### **Account Password and Security**

The Site may contain some features that require registration. At the time you register for online account access, you may be required to select a username and password to be used in conjunction with your account. You are responsible for maintaining the confidentiality of your password, if any, and are fully responsible for all uses of your password, whether by you or others. You agree to (a) log out of your account at the end of each session; (b) keep your password confidential and not share it with anyone else; and (c) immediately notify AsiaMalls of any unauthorized use of your password or account or any other breach of security. AsiaMalls is authorized to act on instructions received through use of your password, and is not liable for any loss or damage arising from your failure to comply with this Section.

### **Links to Other Websites and Search Results**

The Site may contain links to websites operated by other parties. AsiaMalls provides these links to other websites as a convenience, and your use of these sites is at your own risk. The linked sites are not under

the control of AsiaMalls, and AsiaMalls is not responsible for the content available on these third party sites. Such links do not imply AsiaMalls' endorsement of information or material on any other site and AsiaMalls disclaims all liability with regard to your access to and use of such linked websites.

### **Links to the Site**

Unless otherwise set forth in a written agreement between you and AsiaMalls, you must adhere to AsiaMalls' linking policy as follows: (i) the appearance, position and other aspects of the link may not be such as to damage or dilute the reputation of AsiaMalls, (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with AsiaMalls, (iii) when selected by a user, the link must display the Site on full-screen and not within a "frame" on the linking website, and (iv) AsiaMalls reserves the right to revoke its consent to the link at any time and in its sole discretion.

### **Trademarks**

The trademarks and logos used in connection with the Site are trademarks of AsiaMalls and/or its licensors. Unauthorized use of any AsiaMalls trademark, service mark or logo may be a violation of trade mark laws. Third party trademarks referenced in the Site do not constitute or imply affiliation with, endorsement, or recommendation of AsiaMalls by the respective trademark owners.

### **Submissions**

We are pleased to hear from our visitors and welcome your comments regarding our services. Unfortunately, however, our company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those that we have specifically and expressly requested. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by our professional staff might seem to others to be similar to their own creative ideas or work. Please do not send us any unsolicited original creative materials such as ideas, original artwork or stories. While we do value your feedback on our services, we request that you be specific in your comments on those services, and not submit any creative ideas, suggestions, or materials (unless specifically requested by us).

If, at our request, you send certain specific submissions (e.g., postings to chat, boards, or contests) or, despite our request, you send us creative suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "*Submissions*"), the Submissions shall be deemed, and shall remain, our property. None of the Submissions shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

### **Promotions, Offers, and Sweepstakes**

From time to time, AsiaMalls, or our tenants, suppliers, or advertisers, may conduct promotions, contests, sweepstakes or offers (collectively "*Promotions*") on or through this Site. Each Promotion may have additional terms and conditions that will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of this agreement. For the avoidance of doubt, and unless otherwise stated in the additional terms and conditions, all Promotions should be construed as an invitation to treat, and nothing more.

### **Modifications to Site**

AsiaMalls reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any portion thereof, with or without notice. You agree that AsiaMalls shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

### **Suspension and/or Termination Rights**

AsiaMalls reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate your account and/or your access to the Site for any reason, including without limitation any breach by you

of these Terms. You agree that AsiaMalls shall not be liable to you or any third party for any such suspension or termination.

### **Privacy Policy**

We believe that your privacy and the privacy of all of our users is important. Please review our [Privacy Policy](#). If you do not agree with our [Privacy Policy](#), you may not use the Site.

### **Children**

This Site is not aimed nor directed to children under 18 years of age. If you are under 18 years of age, you are not permitted to visit the Site or submit any personally identifiable information to the Site, without parental consent.

### **Disclaimer of Warranties**

The Site and the Content are provided on an “as is” and “as available” basis without warranties of any kind, whether express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. AsiaMalls makes no warranty as to the accuracy, completeness, availability, timeliness or reliability of the Site or any Content available through the Site. You are responsible for verifying any information before relying on it. You are responsible for taking all necessary precautions to ensure that any Content you may obtain from the Site is free of viruses or other harmful code.

### **Limitation of Liability**

To the maximum extent permitted by law, AsiaMalls disclaims all liability, whether based in contract, tort (including without limitation negligence), strict liability or otherwise, and further disclaims all losses, including without limitation indirect, incidental, consequential, special or exemplary damages arising out of or in any way connected with access to or use of the Site or any Content, or in connection with any failure of performance, error, omission, interruption, defect, delay or failure in operation or transmission, computer virus or line or system failure, even if AsiaMalls has been advised of the possibility of such damages. Hyperlinks to other internet resources are at your own risk. The content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by AsiaMalls. Without limiting the foregoing, AsiaMalls aggregate liability arising out of or in connection with these Terms and your use of the Site shall not exceed fifty dollars (\$50.00).

### **Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

### **Governing Law**

These Terms shall be governed by, and will be construed under, the laws of Singapore.

Those who choose to access the Site from locations outside of Singapore do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable.

You irrevocably agree to the exclusive jurisdiction of the courts of Singapore to settle any dispute which may arise out of, under, or in connection with these Terms, as the most convenient and appropriate for the resolution of disputes concerning these Terms.

The Site is controlled within Singapore. AsiaMalls does not represent that the Site or Content are appropriate outside Singapore. You acknowledge and agree that you access the Site of your own volition and are responsible for compliance with applicable local laws.

### **Contact**

Please direct any questions you may have about these Terms, technical questions or problems with the Site, or comments or suggestions to us at [contact@tampines1.com.sg](mailto:contact@tampines1.com.sg).

### **Miscellaneous**

If any provision of this Term is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed and rendered ineffective as far as possible without modifying the remaining Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of these Terms. The parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. AsiaMalls' failure to act with respect to any failure by you or others to comply with these Terms does not waive AsiaMalls' right to act with respect to subsequent or similar failures. These Terms set forth the entire understanding and agreement between you and AsiaMalls with respect to the subject matter hereof. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of AsiaMalls, and any assignment or transfer in violation of this provision shall be null and void. There are no third party beneficiaries to these Terms.