

Terms of Use

Legal Disclaimer

Welcome to the DSMR Group Pte Ltd Website (The “Site”). We offer our services to you based on the terms and conditions set out below. By using this site and its services, you are deemed to have accepted these terms of use (“TOU”) as well as our privacy policy. If you do not agree to be bound by this TOU, you may not use the Site in any way. Should the TOU conflict with any other documents, the TOU will prevail for the purposes of usage of the Site. We reserve the right to update or revise the TOU at our sole discretion from time to time. The updated TOU will be posted on the site and shall take effect from the date of posting. The continued use of this site following the posting of any changes to the TOU constitutes acceptance of those changes.

Description of Services

DSMR Group Pte Ltd provides you with access to the site, as well as other services that may be introduced from time to time. You must provide and be responsible for all equipment necessary to access the Site.

Provision of Services

You are eligible to use the services offered by us only if you satisfy the following:

- You agree to abide by and comply with the TOU at all times
- You agree that the use of our services and your registration with us, if applicable, shall be conditional at all times on your complying and observing these TOU.

Use of the Site

You must not:

- Attempt to change, add to, remove, deface, hack or otherwise interfere with the Site or any material or content displayed on the Site;
- Distribute, modify, copy, publish, transmit, display, sell, license, use, reuse or create derivative works of any of the contents of or material displayed on the Site for any public or commercial purpose without our written consent; and/or
- Access or use the Site in any way that could or is intended to damage or impair the Site, or any server or network underlying the Site, or interfere with anyone else’s use and enjoyment of the Site.

Accuracy of Content

While we may use reasonable efforts to include accurate and up-to-date information on this Site, we make no warranties or representations as to its accuracy, timeliness or completeness. The information may contain typographical errors, and other errors or inaccuracies, which will be corrected as soon as practicable.

We reserve the right to:

- Correct any errors, inaccuracies or omission; and
- Make changes to content, product descriptions or specifications, or other information without obligation to issue any notice of such changes. The inclusion of any products or services on this Site at a particular time does not guarantee that the products or services will be available.
- Adjust and/or restrict the amount of information that you are entitled to view on the Site.

Intellectual Property Rights

All content included on this Site, such as text, graphics, logos, button icons, images, audio/video clips, digital downloads, data compilations, and software, is the property of DSMR Group Pte Ltd or its partners, and is protected by Singapore and international copyright laws. The compilation of all content on this Site is the exclusive property of DSMR Group Pte Ltd or its partners, and is protected by Singapore and international copyright laws. None of the content may be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us, as the case may be.

Nothing contained on the Site should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Site without our written permission. Misuse of any trademarks or any other content displayed on the Site is prohibited. We will not hesitate to take legal action against any unauthorised use of any trademarks, name or symbols displayed on the Site to preserve and protect the rights in them. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

Links to the Site

You may not create a link to any page of the Site without our prior written consent. If you do create a link to a page of the Site, you do so at your own risk and the exclusions and limitations set out herein will apply to your use of the Site by linking to it.

Links from the Site

DSMR Group Pte Ltd may provide links to other websites or resources. Because DSMR Group Pte Ltd has no control over such sites and resources, you acknowledge and agree that DSMR Group Pte Ltd is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that DSMR Group Pte Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Disclaimer and Exclusion of Liability

General

This Site, the services provided hereunder, the information on this Site and use of all related facilities are provided on an “as is, as available” basis without any warranties whether express or implied. To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to this Site and its content, including in relation to any inaccuracies or omissions on this Site, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

DSMR Group Pte Ltd does not warrant that the Site will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Site will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

DSMR Group Pte Ltd shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use of inability to use the services, including but not limited to, damages for loss of profits, use, data, or other intangibles, even if we have been advised of the possibility of such damages.

DSMR Group Pte Ltd shall not be liable for any failure to perform any of our obligations under these TOU if such failure is the result of circumstances outside our control including but not limited to the outbreak of war, any governmental act, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood or any other act of God.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to this Site, or electronic mail transmitted to and from us, will not be monitored or read by others.

International Use

We make no representation that information on this Site is appropriate or available for use outside of Singapore. Those who choose to access this Site from 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.

Indemnity

By using this Site, you agree to indemnify and hold DSMR Group Pte Ltd (and its officers, directors, employees, agents, subsidiaries, affiliates and joint ventures) (each an “Indemnified Person”) harmless from any claim or demand, action, suit or proceeding brought or threatened to be brought against any Indemnified Person which is caused by or arising out of (i) your access and/or use of the Site, (ii) your and any other party’s access to this Site using your username and/or password, and/or (iii) your breach of any of these TOU , and to pay such Indemnified Person damages, costs and interest in connection with such claim, demand, action, suit or proceeding.

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