

# TERMS OF USE AGREEMENT

## 1. PURPOSE

- 1.1. **Welcome to our Website.** This Website is owned and operated by HFT (“HFT”), a private limited company registered under the laws of Singapore with a Business Registration No. of UEN 202130404H and a registered office at Bukit Batok East Ave 4 Blk 274 #01-92 Singapore 650274. All in-store/online services, marketing, branding, operations, and related online businesses are run and owned by HFT.
- 1.2. This Terms of Use Agreement sets forth the agreement between HFT and each User (as defined below). This Terms of Use Agreement governs the use of our Website. The following Terms and Conditions under this Terms of Use Agreement govern the User’s use and/or access of our Website. By using and/or accessing our Website or disclosing to us any personal information: (i) you agree that you have read and understood the Terms and Conditions of this Terms of Use Agreement, (ii) you accept and agree to be bound by the Terms and Conditions set forth, and (iii) you accept and agree to abide by all laws and regulations applicable to the subject matter of this Terms of Use Agreement. It is your responsibility to ensure that you have read and understood these Terms and Conditions and any accompanying risks, obligations and responsibilities.
- 1.3. PLEASE READ these Terms and Conditions carefully BEFORE using our Website or proceeding further to use or access our Website. Your purchase and/or use of our products implies that you have read and accept our Terms and Conditions in this Terms of Use Agreement. IF YOU DO NOT AGREE TO THIS TERMS OF USE AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE WEBSITE, OR DISCLOSE TO US ANY PERSONAL INFORMATION.

## 2. DEFINITIONS AND INTERPRETATION

### 2.1. **Definitions:**

- “Application Form”:* The application or application form on the Website that a User completes and/or submits on the Website to register to access and utilise the Service.
- “Catalogue”:* The catalogue on the Website listing the Products that are available for sale on the Website.
- “Changes”:* Any addition, deletion, modification or alteration to the Service, the manner in which the Service is provided, or the performance standards of the Service, as determined by HFT from time to time.

<i>"Confirmation of Order"</i> :	HFT's acknowledgement of the User's Order, which may be by way of a message on the Website and/or an email sent to the User's specified email address.
<i>"Content"</i> :	Includes text, images, graphics, music, software, audio, video, information or other materials.
<i>"Contract"</i> :	A contract entered into by each User and HFT that comprises (i) the Application Form; and (ii) these Terms and Conditions, the privacy policy and Return Policy.
<i>"HFT"</i> :	HFT (Business Registration No. T21LL0735E), a Singapore private limited company.
<i>"External Advertisement"</i> :	Advertisements placed or posted on the Website by third parties or originating from third parties, other than HFT PTE. LTD.
<i>"Terms and Conditions"</i> :	These Terms and Conditions prescribed by HFT with respect to the provision of its Service and that may be posted by HFT on its Website, including any revised or amended version of the same as issued by HFT from time to time and that may be posted on the Website. Such revised or amended version of the same shall apply to the User and the User is deemed to have accepted the same, from the time it is published on the Website.
<i>"GST"</i> :	Prevailing tax imposed under the Goods and Services Tax Act (Chapter 117A) of Singapore (the "GST Act").
<i>"Intellectual Property Rights"</i> :	All vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created.
<i>"Order"</i> :	The order submitted by the User on the Website to purchase Products.

<i>“Party”:</i>	Either HFT or the User as the case may be, and “Parties” means both HFT and the User.
<i>“Personal Data”:</i>	Data, whether true or not, that can be used to identify, contact or locate the User. Personal Data can include the User’s name, e-mail address, billing address, shipping address, phone number and credit card information.
<i>“Price”:</i>	Any price payable by the User for Products purchased from the Website.
<i>“Product Information”:</i>	The information and write up on the Products, as set out on the Website.
<i>“Products”:</i>	The products, goods or items listed in the Catalogue.
<i>“Related Corporation”:</i>	The meaning ascribed to it in Section 6 of the Companies Act (Chapter 50) of Singapore (and “Related Corporations” shall be construed accordingly).
<i>“Return Policy”:</i>	The return policy relating to the purchase of Products by Users, as set out by HFT on the Website.
<i>“Service”:</i>	A Service provided by HFT whereby HFT provides an online platform that allows Users to access, browse and/or search the Catalogue and purchase Products; post and submit reviews, questions, comments and/or testimonials on Products; and/or any other activities as determined by HFT at its absolute discretion, in accordance with the terms hereof. Further details, if any, of the Service, may be set out by HFT on the Website.
<i>“User”:</i>	Any individual who applies or subscribes for or utilises the Service and/or the Website. Our Website can only be used by a User aged 18 years and above. If you are under 18 years old, you must obtain consent from your parents/legal guardian or are under the supervision of your parent or legal guardian before you may use this Website.
<i>“User’s Content”:</i>	Content posted, uploaded, published, submitted, or otherwise made available by the User through the Website, including but not limited to information, suggestions, ideas, concepts, know-

how, reviews, techniques, questions, comments and testimonials, and the Contents therein.

- “User’s Information”*: All information which HFT obtains, and any other information, and data provided by the User to HFT, whether relating to himself/itself or otherwise, as a result of the User’s use of the Service and/or Website.
- “Website”*: <https://www.hengfohtong.com/> and/or any Internet website(s) owned or controlled by HFT, on which HFT shall provide the Service.
- “Working Day”*: Any day which is not a Saturday, Sunday or a public holiday in Singapore.
- “you” or “your”*: Individuals who are 18 years of age or older, or otherwise under the supervision of a parent or legal guardian.

## **2.2. Interpretation**

- (a) The headings in these Terms and Conditions are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.
- (b) Any reference to these Terms and Conditions or another instrument includes any variation or replacement of any of them.
- (c) Any reference to a statute, ordinance, code, or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements of any of them.
- (d) Words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter).
- (e) The word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.
- (f) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

- (g) Any reference to a day is to be interpreted as the period of time commencing at midnight and ending twenty-four (24) hours later, and a reference to a time is a reference to Singapore time.
- (h) Any reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
- (i) The words “including”, “for example” or “such as” are not used as, or to be interpreted as a word of limitation, and do not limit the meaning of the words to which the example relates to that example or example of a similar kind.
- (j) Any reference to conduct includes without limitation, an omission, statement or undertaking, whether or not in writing.
- (k) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these Terms and Conditions or any part of it.

### **3. NOT MEDICAL OR HEALTHCARE ADVICE**

- 3.1. The Website is not intended to provide diagnosis, treatment or medical advice. Products, services, information and other content provided on the Website, including information that may be provided on the Website directly or by linking to third-party websites are provided for informational purposes only. All content contained on or made available through this Website is not intended to provide and does not constitute medical or healthcare advice nor can it be relied upon as treatment, cure or preventive health measures for any disease or medical condition.
- 3.2. HFT makes no guarantee or warranty, express or implied, with respect to any products or services sold, including any warranty of merchantability or fitness for a particular program or purpose. HFT shall have no liability for information provided in this Website. All products sold on this Website is not meant to replace any medications prescribed by any doctor. Information provided on the Website and linked websites, including information relating to medical and health conditions, treatments and products may be provided in summary form. The User should not use the information or services on the Website to diagnose or treat any health issues or for prescription of any medication or other treatment. You should always consult with your healthcare professional and read information provided by the product manufacturer and any product label or packaging, prior to using any medication, nutritional, herbal or homeopathic product or before beginning any exercise or diet program or starting any treatment for a health issue. The Website does not recommend self-management of health issues. Information on the Website is not comprehensive and does not cover all diseases, ailments, physical conditions or their treatment. Never disregard or delay medical

advice based upon information you may have read on the Website. HFT makes no representation that information, formulae, ingredients, referenced on our Website are available, or permitted in any country or region outside Singapore.

- 3.3. The products and claims made about specific products on or through the Website have not been evaluated by the Health Sciences Authority (HSA) and/or other health authorities, and are not approved to diagnose, treat, cure or prevent disease.

#### **4. ACCESS AND USE OF THE WEBSITE**

- 4.1. By using and/or accessing this Website, the User hereby agrees that:

- (a) if the User is *below* 18 years old, the User must obtain consent from his/her parent(s) or legal guardian(s), their acceptance of these Terms and Conditions and their agreement to take responsibility for: (i) the User's actions; (ii) any Price associated with the User's use of any of the Service, information and functions made available on the Website or purchase of any Product, good or merchandise (including any part thereof) made available for sale on the Website; and (iii) the User's acceptance and compliance with these Terms and Conditions. If the User does not have consent from his/her parent(s) or legal guardian(s), the User must stop using/accessing the Website;
- (b) the User will not copy or distribute any part of the Website in any medium without our prior written authorisation; and
- (c) the User will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes our rights or the rights of others. Notwithstanding any other rights or restrictions in these Terms and Conditions, the User may not use the Website to: (i) transmit via or through the Website any information, data, text, images, files, links or software except in connection with the User's authorised use of this Website or otherwise in response to specific requests for information by HFT, (ii) introduce to the Website or any other computer or website viruses, worms, Trojan horses and/or harmful code, (iii) obtain unauthorised access to any computer system, (iv) impersonate any other person or falsely state or otherwise misrepresent the User's affiliation with any person or entity, (v) invade the privacy or violate any personal or proprietary right (including intellectual property rights) of any person or entity, (vi) misrepresent the identity of a user or use a false e-mail address, (vii) tamper with or obtain access to the Website or any component of the Website, (viii) conduct fraudulent activities, or (ix) collect or harvest information regarding other users of the Website for any reason whatsoever, including, without limitation, for sending such users unsolicited commercial e-mail.

## **5. APPLICATION OF TERMS AND CONDITIONS**

- 5.1. These Terms and Conditions shall apply to the provision of the Service by HFT.
- 5.2. The User agrees to be bound by and to fully observe and comply with these Terms and Conditions as well as our privacy policy which shall be deemed incorporated by reference into these Terms and Conditions.
- 5.3. These Terms and Conditions shall apply to the Contract to the exclusion of any other Terms and Conditions which the User may purport to apply and in whichever way the User purports to introduce them (the "User's Provisions"). For the avoidance of doubt, the User acknowledges and agrees that HFT shall not be bound by any of the User's Provisions.

## **6. SERVICE**

- 6.1. Notwithstanding anything that may be to the contrary in the Application Form or the Terms and Conditions, and regardless that the Contract has been concluded, HFT reserves the right to refuse to provide the Service or to refuse commencement of the Service, without having to provide any reason for such refusal and without being liable to the User for any compensation whatsoever. Should HFT choose to refuse to provide the Service to the User, the Contract between the User and HFT shall be deemed to have never been concluded and neither Party shall owe any obligations to the other. Subject to the aforesaid, the Contract shall be deemed to have been concluded on the date that the User is able to access the Service after having applied for access on the Website or after having submitted the Application Form on the Website.
- 6.2. Without prejudice to Clause 6.1, the User acknowledges that HFT may require some time to activate the Service for the User subsequent to the User's sign up for the Service.
- 6.3. Without prejudice to Clause 4.1 and/or notwithstanding anything that may be to the contrary, the commencement date of the Service shall be at the absolute discretion of HFT.
- 6.4. The User shall obtain and maintain at its own cost and shall be responsible for, to the absolute exclusion of HFT, all telecommunications and other services, computers and any other hardware and any ancillary software required to enable the User to access the Service via the Internet.
- 6.5. Without prejudice to the foregoing sub-clauses, HFT will use reasonable endeavours to provide the Service, subject to the terms of the Contract, and to the following:

- (a) the User acknowledges that the Internet or the systems, servers, and equipment through which the Service is provided may from time to time be inoperative in full or in part as a consequence of but not limited to:
    - (i) mechanical breakdown, maintenance (whether emergency, scheduled or otherwise), hardware or software upgrades, telecommunication connectivity problems; or
    - (ii) other factors beyond the control of HFT; and
  - (b) HFT shall not be liable in any way whatsoever for its failure or inability to provide the Service or to provide continuous, error free, uninterrupted Service, whether under the abovementioned or any other circumstances.
- 6.6. HFT does not warrant in any way whatsoever that the User will be able to use the Service continuously or at all, or that such Service will be uninterrupted.
- 6.7. HFT does not warrant or guarantee that the form, wording, colour, style, text and look and feel of the User's Content that eventually appears on the Website will be the same as the User's Content when submitted or posted by the User on the Website and HFT shall not be liable to the User in any way whatsoever for the aforesaid.
- 6.8. For the avoidance of doubt, HFT retains absolute discretion in:
- (a) inserting and publishing any statements on the Website introducing the User's Content, or in taking such steps as HFT deems necessary or appropriate in making clear to viewers of the Website as to the non-endorsement by HFT of the statements or information in the User's Content including but not limited to inserting and publishing any statements on the Website disassociating itself from any User's Content or the User, or making clear that HFT does not endorse the statements or information set out in the User's Content; and/or
  - (b) determining the terms of use or of access to the Website by the public.
- 6.9. The User acknowledges and agrees that:
- (a) HFT cannot and does not control or verify any External Advertisements, Product Information, the Content contained in any External Advertisements and/or Product Information and the condition, legality or suitability of any Products.
  - (b) HFT does not warrant that the External Advertisements, Product Information or any Contents therein contain accurate information.



- (c) the External Advertisements, Product Information and Contents therein are provided on an “as is” basis with no warranties whatsoever by HFT, and the User fully assumes its own risk in relying on the External Advertisements, Product Information and contents therein.
- (d) HFT is not responsible for and shall not be liable in any way whatsoever to the User for:
  - (i) any External Advertisements including the content thereof; and/or
  - (ii) any loss or damage incurred or suffered or that may be incurred or suffered by the User arising from, connected with or related to any Products and/or External Advertisements; and
- (e) in entering into any transaction for Products, it has made or will be relying on the User’s own independent assessment, and it has not relied in any way whatsoever on any representations (if any), acts or omissions of HFT in this respect, and the User undertakes that it shall make no claim and take no action whatsoever against HFT arising from, relating to, or connected with any of the foregoing. The User further acknowledges and agrees that any transaction it enters into with HFT and/or any other third parties will be wholly made at the User’s own risk.

6.10. Without prejudice to the foregoing, HFT does not assume any responsibility or liability arising from any Content posted, uploaded, submitted by any User, or from HFT’s publication of the same, including but not limited to any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, threats, or inaccuracy contained within any such Content. The User undertakes that it shall make no claim and take no action whatsoever against HFT arising from, relating to, or connected with any of the foregoing.

6.11. HFT is not obligated to provide the Service to the User during times of maintenance (whether emergency or scheduled maintenance or otherwise) to any of the computer systems and/or equipment through which the Service is to be provided.

6.12. HFT may, at its absolute discretion, make Changes from time-to-time (including changes to its standards and procedures relating to the Service, whether it results in an upgrade or a downgrade of Service performance), without notice.

## **7. ACCOUNT REGISTRATION**

7.1. The User is required to establish an account on the Website in order to use certain features, such as making a purchase. The User agrees to provide accurate, true, complete, and current information about himself/herself or the company he represents as prompted by the Website and to promptly update such information to maintain accurate, true, complete, and current information. If the User provides any inaccurate, false, incomplete, or outdated information or HFT in its sole discretion suspect that such information is inaccurate, false, incomplete, or

outdated, HFT reserves the right to suspend or terminate the User's account and prohibit any and all current or future use of the Website or any portion thereof by the User.

- 7.2. During the registration process the User will create a username and password. The User is responsible for the confidentiality of his/her account and password and is fully responsible for all activities that occurs under the User's account or password. The User agrees to immediately notify HFT of any unauthorized use of his/her account or password or any other security breach and to ensure that the User exits from his/her account at the end of each session. The User agrees to be responsible for all charges resulting from the use of the User's account on the Website including charges resulting from unauthorized use of the User's account. HFT is not liable for any loss or damage resulting from your failure to comply with this section.
- 7.3. In accessing and utilising the Service, submitting the Application Form and/or in applying for an account to access or utilise the Service, the User warrants that:
- (a) the User is at least 18 years of age.
  - (b) the User possesses the legal authority to create a legally binding obligation between himself/herself and HFT.
  - (c) if the User is an individual and is creating an account for a corporate/business entity, that the User is agent for and acts on behalf of the corporate/business entity and that it has the legal authority to create a legally binding obligation between HFT and the said corporate/business entity.
  - (d) the User will use the Service in accordance with these Terms and Conditions.
  - (e) all information supplied by the User in the Application Form, on the Website is true, accurate, current and complete during the registration process and the User shall update such information to keep it accurate, current and complete.
  - (f) the User shall safeguard his account information, including but not limited to his/her password which he/she shall not disclose to any third party. The User shall take sole responsibility for any activities or actions under his/her HFT account, whether or not he/she has authorised such activities or actions.

## **8. PRIVACY**

- 8.1. By agreeing and adhering to this Terms of Use Agreement, the User confirms that he/she understands HFT PTE. LTD's Privacy Policy. To learn more about what HFT does with your information, please review our Privacy Policy.

## **9. PRODUCT PURCHASES**

- 9.1. To the extent the User makes purchases on the Website, the User agrees that all purchases of products are made pursuant to the respective terms designated upon order placement. Title for any products purchased by the User will transfer upon HFT's delivery to the carrier and/or User, as indicated in the Confirmation of Order.
- 9.2. HFT reserves the right to prohibit purchases of any Product to resellers. Resellers are defined as a company or an individual that purchases goods with the intention of selling them rather than using them.

## **10. PRICE, PAYMENT, AND TAXES**

- 10.1. The User shall pay to HFT the Price for the Products bought on the Website. Once payment has been made, it is neither refundable nor exchangeable for cash, except in accordance with these Terms and Conditions and the Return Policy. The User agrees that once the Price has been paid to HFT, title in the payment shall wholly belong to HFT.
- 10.2. The User shall pay the Price for the Products by either PayPal, credit card or any other payment mechanism permitted by HFT, as described on the Website. The User hereby authorises HFT to collect (whether directly or indirectly) such amounts by charging the User's credit card (details of which were provided by the User), via a third-party online payment processor or by one of the payment methods described on the Website. The User shall provide customary billing information such as name, billing address and credit card information to HFT or its third-party payment processor, where requested.
- 10.3. If the User is directed to HFT's third-party payment processor, the User may be subject to terms and conditions governing use of that third-party's service and that third-party's personal information collection practices. HFT shall not be responsible for any damage, loss or harm to the User resulting from the User's use of that third party's service. For the avoidance of doubt, the User agrees that any legal remedy or liability that the User seeks to obtain for actions or omissions of such third parties will be limited to a claim against the third parties who caused the User harm, and the User agrees not to attempt to impose liability on or seek any legal remedy from HFT with respect to such actions or omissions. Accordingly, the User will review such third party's terms and conditions and privacy policy before using the services of such third party.
- 10.4. The User acknowledges and agrees that HFT cannot control any fees that may be charged to the User by its bank in relation to the payment of Price and the User shall be wholly responsible for the same.

- 10.5. HFT may at any time review and revise the Price, and any new Price so specified by HFT shall apply from such date as HFT may determine at its absolute discretion.
- 10.6. All Prices are payable in Singapore Dollars, unless the selected payment gateway allows for the payment to be made in another currency. The User acknowledges and agrees that any payment made to HFT may incur foreign currency processing costs and these foreign currency processing costs shall be fully borne by the User.
- 10.7. For the avoidance of doubt, all Prices are inclusive of GST where applicable.
- 10.8. Without prejudice to the foregoing and except as expressly provided for otherwise, the User shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated (hereinafter referred to as "Taxes"), arising out of or in connection with the Service, including but not limited to, any tax which the User is required to withhold or deduct from payments to HFT, except any income tax imposed upon HFT by the Inland Revenue Authority of Singapore.
- 10.9. If Taxes pursuant to Clause 9.8 above are required to be paid, the User shall pay such additional sums as are necessary to ensure that HFT receives a net amount equal to the Price which HFT would have received had the payment not been made subject to such Taxes.

## **11. ORDERS AND DELIVERY**

- 11.1. The User shall make an offer to purchase Products by submitting an Order on the Website, in such form or manner as may be specified on the Website. HFT acknowledges the Order by issuing the Confirmation of Order.
- 11.2. The User acknowledges and agrees that the Order remains an offer to purchase, and HFT shall not be obliged to supply the Products to the User until HFT has accepted the Order by dispatching the Order.
- 11.3. Prior to the issuance of the Confirmation of Order, HFT reserves the right not to process the User's Order and the User reserves the right to cancel the Order. For the avoidance of doubt, on the issuance of the Confirmation of Order by HFT, the User shall not be entitled to cancel or make amendments to the Order for which the Confirmation of Order has been issued.
- 11.4. There may be instances where errors may occur, in which case HFT is under no obligation to fulfill the Order (even after the Confirmation of Order has been issued). If HFT discovers an error in the description or price of any Products which the User has ordered, HFT will inform the User of the error as soon as possible and give the User the option of reconfirming the Order at the correct description or price or cancelling it. If HFT is unable to contact the User, HFT will treat the Order as cancelled. Where the Order is cancelled and the User has already

paid for the Order, the User will receive a full refund\*. Terms and Conditions applied according to the products and services as stated in the website or related materials.

- 11.5. Subsequent to the Confirmation of Order, HFT shall endeavour to deliver the purchased Products to the User at the place of delivery requested by the User in the Order. Delivery of the purchased Products will be effected in the manner described on the Website.
- 11.6. The User acknowledges and agrees that HFT shall not be liable to the User for any losses, liabilities, costs, damages, charges or expenses arising out of or in connection with any late delivery by HFT.
- 11.7. The User acknowledges and agrees that risk of loss or damage to the purchased Products passes to the User upon dispatch. The User acknowledges and agrees that title to the purchased Products passes to the User upon delivery.
- 11.8. If delivery is delayed through the User's unreasonable refusal to accept delivery, HFT may (without prejudice to another other right or remedy under these Terms and Conditions):
  - (a) charge the User for HFT's reasonable storage fee and other costs reasonably incurred by HFT arising out of or in connection with the User's unreasonable refusal to accept delivery; and/or
  - (b) no longer make the purchased Product available for delivery and notify the User that the applicable contract is cancelled, in which case HFT will refund to the User the applicable Price (less any reasonable administrative fees or other costs).

## **12. RETURN POLICY**

- 12.1. Products sold by HFT through this Website and/or Service shall not be returned, unless agreeable by HFT.

## **13. CANCELLATION OF ORDER**

- 13.1. HFT reserves the right to cancel the Contract and Confirmation of Order if it discovers an error or the applicable Products in the Order are not available for any reason. In such event, HFT shall notify the User and return any Price already made, in such form as determined by HFT.
- 13.2. Prior to the issuance of the Confirmation of Order by HFT, the User may cancel the Order by contacting HFT's customer service at [hello@hengfohtong.com](mailto:hello@hengfohtong.com) or +6588095102. HFT reserves the right to charge a cancellation fee. The User acknowledges and agrees that once a Confirmation of Order is issued HFT, the Order may not be cancelled or amended by the User.

## 14. USER'S CONTENT AND USER CONDUCT

14.1. HFT may, at its absolute discretion, edit or modify or refuse to publish any User's Content, if any such User's Content in HFT's sole opinion:

- (a) are not of a quality or condition suitable for processing based on HFT's prevailing standard specifications and procedures applicable for the same;
- (b) do not comply with HFT's applicable standards and procedures;
- (c) are otherwise not in proper machine-readable form; or
- (d) contain any material that HFT deems, at its absolute discretion, to:
  - (i) have breached any terms and conditions of the Contract;
  - (ii) likely to subject HFT to unfavourable regulatory or statutory action;
  - (iii) contravene or likely to contravene any law;
  - (iv) infringe or likely to infringe the rights of any persons; or
  - (v) subject or likely to subject HFT to liability for any reason whatsoever.

14.2. In the event that:

- (a) the User's Content; or
- (b) the Service,

would cause HFT to be in breach of any laws or regulatory requirements or guidance to which it is subject, HFT shall be entitled to immediately suspend the Service and/or remove the User's Content from the Website, without incurring any liability to the User whatsoever. In the event of the aforesaid happening, HFT has the right to immediately terminate the Contract without incurring any liability to the User whatsoever.

14.3. The User acknowledges and agrees that the User shall be solely responsible for compliance with any and all laws, rules and regulations that may apply to its access and use of the Website and/or Service.

14.4. In relation to the User's use of the Website and/or Service, the User warrants and represents that it shall not:

- (a) violate any laws, rules, regulations and/or any order of a court;
- (b) use the Website and/or Service for any other purposes that are not expressly permitted by the Contract;

- (c) infringe the rights of any person or entity, including but not limited to, their Intellectual Property Rights, privacy, and/or contractual rights;
- (d) use the Website to distribute unsolicited emails, advertisements, messages, and/or any other form of spam;
- (e) harass or stalk any other User of the Website and/or Service;
- (f) collect or store any personally identifiable information about any other user in violation of applicable laws;
- (g) register for more than one HFT account;
- (h) use any information acquired through the use of the Website and/or Service for any other purpose, whether lawful or unlawful;
- (i) impersonate any person or entity, or otherwise misrepresent himself as another person or entity;
- (j) use the Service and/or Website (including the forum and/or blog) for any unlawful purpose;
- (k) make any misrepresentations when using the Service;
- (l) post, upload, publish, submit or transmit any Content that: (i) is, or may be reasonably suspected by the User to be, fraudulent, false, misleading or deceptive; (ii) is defamatory, obscene, pornographic, vulgar or otherwise offensive; (iii) is racist or discriminating against any individual or group; (iv) is violent or threatening or promotes violence; or (v) promotes illegal or harmful activities;
- (m) swear, use profanities, obscenities or any bad language of any kind, even if disguised with asterisks;
- (n) access or tamper with the non-public areas of the Service and/or the Website;
- (o) interfere with or damage the Website and/or Service, through the use of, without limitation, viruses, Trojan horses, malicious codes, malwares, or other similar methods or technology;
- (p) attempt to probe, scan, or test the vulnerability of the Website system or network or breach any authentication measures;

(q) avoid, bypass, deactivate, remove, or otherwise circumvent any technological measures implemented by and/or any of HFT's providers to protect the Website; and/or

(r) advocate, encourage or assist any third party in doing any of the foregoing.

14.5. The User acknowledges and agrees that HFT shall have the right to fully investigate and prosecute any violation of any of the sub provisions in Clause 13.4 of the law. HFT may involve and cooperate with law enforcement authorities in prosecuting Users who violate Clause 13.4.

14.6. For the avoidance of doubt, the User acknowledges and agrees that HFT has no obligation to monitor the User's access and use of the Website and/or Service, or to review or edit any User's Content, but HFT shall retain the right to do so.

14.7. Without prejudice to any other remedies provided in accordance with the Contract or at law, HFT reserves the right, at any time and without prior notice, to remove or disable access to any User's Content that HFT, at its sole discretion, considers to be objectionable for any reason or in violation of the terms provided in these Terms and Conditions.

## **15. CONSENT TO COMMUNICATIONS**

15.1. The User consents to receive SMS messages (including text messages) from us to the specific number(s) provided to us with information or questions about the User's account and/or orders.

15.2. You may also have elected to receive marketing and promotional SMS messages (including text messages) from us. Your consent to receive marketing and promotional SMS messages is not required to purchase goods or services. If you have elected to receive SMS marketing messages, we will send you an SMS to confirm your election. Message and data rates may apply, and message frequency may vary. Carriers are not liable for delayed or undelivered messages.

15.3. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. HFT may use such means of communication described in this section even if you will incur costs to receive such messages, text messages, e-mails or other means, which may occur.

15.4. You can stop receiving SMS messages (including text messages) at any time by replying "STOP" to any message you receive from us, and we will send you a message confirming your election. If you want to start receiving messages again, sign up as you did the first time.



## 16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. The User acknowledges that all Intellectual Property Rights in the software and technology comprised in the Website and/or Service are retained exclusively by HFT and/or their rightful owner(s) and the User shall not do or permit any act which is directly or indirectly likely to prejudice the rights, title or interest of the said rightful owner(s) in and to any of the aforesaid. Without prejudice to the generality of the foregoing, the User shall not use in any way and shall not reproduce any trademarks that is associated with the Service, HFT or that the User has sight of when using the Service (collectively the "Trademarks"), without the prior written consent of HFT.
- 16.2. The User hereby undertakes and agrees:
  - (a) that HFT is the true and lawful owner of the Trademarks and all derivatives thereof;
  - (b) not to use the Trademarks or any derivatives thereof or any other name or mark confusingly similar as the aforesaid;
  - (c) that all rights, title, interest and any goodwill in the Trademarks or any derivatives thereof belong exclusively to HFT; and
  - (d) not to register domain names associated with or including the Trademarks or any derivatives thereof or any name that is confusingly similar to any of them including any visual or phonetic equivalent or other derivation thereof.
- 16.3. HFT does not represent or warrant that the use or application of the Website and/or Service by the User will not constitute an infringement or misuse of any Intellectual Property Rights.
- 16.4. The User agrees to assume all risks arising out of or relating to its use of the Website and/or Service. Notwithstanding anything that may be to the contrary, HFT makes no warranty that any information, software or any material made available by HFT via the Internet relating to the Service does not contain computer viruses and HFT accepts no responsibility or liability whatsoever relating to the aforesaid.
- 16.5. The User agrees to be bound by and shall execute any end user licence agreements relating to any software or technology utilised in the Service that HFT may from time to time require the User to agree to and execute for the purpose of the provision of the Service, failing which the Service shall be discontinued or suspended at the discretion of HFT
- 16.6. The User hereby grants to HFT, its Related Corporations and HFT's agents and subcontractors, a perpetual, irrevocable, worldwide, non-exclusive, no-charge, royalty-free, sub-licenseable and transferable licence to use, process, display, reproduce, store, publish, transmit,

communicate, adapt, translate, modify, deal in, and/or to use in any other way whatsoever, the User's Content, or any part thereof, for any purpose.

- 16.7. The User agrees that HFT shall have no duty to attribute authorship of the User's Content to the User and shall not be obligated to enforce any form of attribution by third parties. HFT reserves the right to disclose, and the User hereby consents to such disclosures of, the User's identity and personal data (i) for the purpose of attribution, and (ii) to any third party who claims material posted by the User violates their rights, including without limitation, their intellectual property and privacy rights. The provisions of this clause shall constitute a consent of the User for the purpose of the provisions of the Singapore Personal Data Protection Act 2010.
- 16.8. The User shall ensure, warrant and represent to HFT that:
- (a) all information, materials and User's Content that the User publishes, or uploads shall not be defamatory of any party;
  - (b) the User's Content do not infringe the rights of any party (including any Intellectual Property Rights of any third party throughout the world);
  - (c) it is the proprietor or authorised licensee of any and all Intellectual Property Rights (including copyright) in the User's Content. The User further warrants that none of the Intellectual Property Rights in the User's Content infringe the rights of any third party. In cases where the User is the licensee of any such Intellectual Property Rights in the User's Content, the User warrants that it has a licence and has obtained the necessary consents to permit HFT to deal in and use the aforesaid Intellectual Property Rights in any way conceivable and for any purpose;
  - (d) the User is entitled to enter into the Contract, is able to perform its obligations under the Contract and to grant HFT the rights (including the licence under Clause 15.6) under the Contract;
  - (e) the User has all the necessary consents, licences, permits and approval(s) from the relevant authorities, bodies, organisations or as required by applicable laws in order to perform its obligations under the Contract;
  - (f) the User's Content do not infringe any laws, statutes and regulations of any territory, including Singapore;
  - (g) the User's Content will not cause HFT to infringe the rights of any person or to infringe any laws, statutes and regulations of any territory, including Singapore;

(h) the User's Content do not cause annoyance, embarrassment, distress, harassment, disturbance or nuisance of any kind whatsoever, or which is not in the public interest, or contain obscene, racially or ethnically objectionable material, or be offensive in any way.

16.9. The User undertakes:

(a) not to send or submit any materials or information or otherwise use the Service for a purpose, which under applicable laws, regulations or policies, (including those of countries where the User's Content can be accessed via the Internet), or under international conventions, codes, regulations or licences of such countries, would be prohibited;

(b) not to cause HFT to do anything that would amount to a contravention of the laws of Singapore, or international conventions, codes or regulations; and

(c) that in using the Website and/or Service, the User will not do anything that will be unlawful or that will infringe the Intellectual Property Rights of any third party.

16.10. The User shall only have a limited, non-exclusive and revocable right for the duration of the Contract to access and view Content posted by HFT, for the User's personal and non-commercial purpose, subject to these Terms and Conditions including payment of Price where required by HFT.

16.11. The User shall not use, copy, modify, adapt, distribute, create derivative works from, license, sell, broadcast or otherwise exploit or deal in the Content posted by HFT, except as expressly permitted under these Terms and Conditions.

## **17. CONFIDENTIAL INFORMATION**

17.1. From time to time during the term of the Contract, HFT (the "Disclosing Party") may, but is not obliged to, disclose information to the User (the "Receiving Party") that is proprietary or confidential. The Receiving Party shall maintain in strict confidence all confidential or proprietary information of the Disclosing Party including but not limited to designs, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to the Disclosing Party, its present or future products, sales, suppliers, employees, investors or business, including prices and discounts ("Confidential Information") identified by the Disclosing Party or where it ought reasonably to be known as Confidential Information, whether in oral, written, graphic or electronic form. The Receiving Party shall not use, disclose or grant the use of such Confidential Information to any third party except for the purposes of performing obligations to the Disclosing Party under the Contract. The Receiving Party shall ensure its employees, agents or consultants to whom disclosure is to be made on a need-to-know basis, hold the Confidential Information in strict confidence and not

make any use of such information for any purpose other than those expressly permitted by the Contract. The Receiving Party shall use (and require that all employees, agents and consultants) at least use the same standard of care as the Receiving Party uses to protect its own Confidential Information of a similar nature from unauthorised use or disclosure, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party upon discovery of any unauthorised use or disclosure of the Confidential Information of the Disclosing Party.

- 17.2. The obligations contained in Clause 17.1 shall not apply if:
- (a) the Confidential Information was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party;
  - (b) the Confidential Information was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;
  - (c) the Confidential Information became generally available to the public or otherwise part of the public domain after its disclosure and other than through an act or omission of the Receiving Party in breach of the Contract;
  - (d) the Confidential Information was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the Disclosing Party not to disclose such information to others; or
  - (e) the disclosure or use is required by law, any regulatory body or the rules and regulations of a relevant recognised stock exchange.

17.3. This Clause shall survive termination of the Contract.

## **18. TERMINATION**

- 18.1. Either Party (“Terminating Party”) may terminate the Contract by providing written notice to the other Party where the other Party breaches any of the Terms and Conditions (or the Contract) and the Terminating Party has given fourteen (14) days’ notice of such breach and the other Party has failed to rectify such breach within that time.
- 18.2. HFT may terminate the Contract and cancel the User’s account immediately where:
- (a) the User has outstanding payments or any other monies due and payable HFT, if any, which remain unpaid, and where HFT has given fourteen (14) days’ notice of such breach and the User has failed to rectify such breach within that time;
  - (b) HFT is unable to provide the Service due to lack of reasonable operating capacity;

- (c) the User has been adjudged bankrupt or if a receiving order has been made against it, or if the User is insolvent or is in liquidation (whether voluntary or compulsory) or if the User has made compositions or arrangements with, or assignment for the benefit of, its creditors;
  - (d) the User, in the case of a corporation, has a winding-up petition presented against it, or has a receiver or a receiver and manager or a judicial manager appointed;
  - (e) the User, in the case of a corporation, has in HFT's reasonable opinion, ceased to carry on business;
  - (f) the continued operation of the Service would in the opinion of HFT (at its absolute discretion) be unlawful or be commercially non-viable to HFT;
  - (g) in HFT's reasonable opinion, the User attempted to use, is likely to use or has used the Service (whether with or without the authorisation and/or permission of HFT) in contravention of any law; or
  - (h) any material information provided, or representation made by the User to HFT is untrue, misleading or inaccurate and has an adverse material impact on HFT in relation to its provision of the Service.
- 18.3. In the event that any governmental or regulatory authorities direct or instruct or give guidance that HFT should cease the Service, or the Service would cause HFT to be in breach of any laws or regulatory requirements or guidance to which it is subject, HFT shall be entitled to immediately terminate the Contract forthwith without entitling the User to receive any compensation in respect of the termination.
- 18.4. HFT reserves the right to immediately suspend the Service and/or terminate the Contract if HFT is unable to provide the Service or is unable to continue providing the Service due to a termination of the underlying licence or agreement permitting HFT to use the software or system through which the Service is to be provided. HFT shall not be liable to the User whatsoever and the User shall not be entitled to receive any compensation from HFT, arising from such immediate termination.
- 18.5. Regardless of termination of the Contract for any reason, the User shall remain obligated to pay HFT all Price and any other sums that have accrued or are otherwise owed by the User to HFT up to the date of termination, if any.
- 18.6. In the event of termination of the Contract due to any cause the User acknowledges that HFT will upon termination of the Contract immediately cease providing the Service to that User and HFT may at its absolute discretion delete all of the User's Content.

- 18.7. Unless otherwise expressly stated, any termination by either Party of the Contract shall be without prejudice to any other rights or liabilities of either Party accrued prior to or including the date of termination.
- 18.8. Any termination or suspension of the Service by HFT for whatever reasons shall not entitle the User to receive any compensation in respect of the termination. For the avoidance of doubt, notwithstanding termination of the Contract for any reason whatsoever (including where it is terminated by the User), Price paid are not refundable to the User and the Price shall be wholly retained by HFT for HFT's absolute disposal and use, subject to the Return Policy.
- 18.9. Any termination of the Contract (howsoever occasioned) shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Without limiting the generality of the foregoing, Clauses 6, 16, 17, 20, 21, 18.3 to 18.9, 22.5 and 24.9 of these Terms and Conditions shall survive termination of the Contract.

## **19. FORCE MAJEURE**

- 19.1. Force Majeure means anything outside the reasonable control of a Party (other than in respect of payment obligations), including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage or failure, server crashes, severance of the Internet submarine transmission cable under the sea that prevents or impedes the transmission of User submissions and data, emergency maintenance on the Service that is necessary to protect the Service in response to actual or reasonably anticipated acts or threats of terrorism (including internet terrorism involving but not limited to the release of new internet viruses and worms that are not in existence at the date of the Contract), deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, including without limitation where a Party ceases to be entitled to access the Internet or ceases to have access to the Internet for whatever reason, any act or omission (including laws, regulations, disapproval's or failures to approve) of any government or government agency.
- 19.2. If a Party is wholly or partially precluded from complying with its obligations under the Contract by a Force Majeure event, then that Party's obligation to perform in accordance with the Contract will be suspended for the duration of the Force Majeure event and that Party shall not be liable in any way whatsoever for its failure to perform for the duration of the Force Majeure event.

- 19.3. If such event continues for a period in excess of thirty (30) continuous days, then the Party whose performance is not prevented by such Force Majeure event shall be entitled at its sole discretion to terminate the Contract forthwith on notice in writing.
- 19.4. Except as otherwise expressly set out herein, termination of the Contract as aforesaid shall be without prejudice to the rights or liabilities of the Parties that have accrued prior to the date of termination.

## **20. LIMITATION OF LIABILITY**

- 20.1. The User acknowledges that (i) the Service presents the possibility of human and machine errors, omissions, delays, and losses, including the inadvertent loss of data; and (ii) the Products may contain manufacturing faults which are not attributable to HFT, which may give rise to loss or damage suffered by the User, and the User agrees that it shall not hold HFT liable in any way whatsoever for the said loss or damage.
- 20.2. HFT makes no guarantee, representation or warranty whatsoever:
- (a) that the Service will be available on a continuous or 24/7 basis;
  - (b) that the Website will be available on a continuous or 24/7 basis for access; and/or
  - (c) of the effect or benefits that can be derived by the User from using the Service or from using the Products.
- 20.3. The User acknowledges that HFT's systems, servers and equipment, or such other third-party systems, services and equipment, used to operate the Website, may from time to time be inoperative or only partly operational as a consequence of mechanical breakdown, maintenance, hardware or software upgrades, telecommunication connectivity problems or other causes whatsoever. HFT may schedule downtime for the Website for maintenance purposes without giving notice thereof. HFT shall not be liable for any loss, damage, claims, costs or expense of any kind arising from any such downtime, or from any unavailability or inoperability of any telecommunications systems or internet, technical malfunction, error, omission, interruption, delay in operation or transmission, computer error or viruses, any failure in communication lines or telecommunications networks, or any corruption or loss of data or other disruption of any kind.
- 20.4. The User acknowledges and agrees that your access and use of the Website and/or Service is dependent on third party service providers such as internet, network, connectivity or other link providers. Payment for any transactions or contracts concluded by the User for the supply of Products formed through the Website is processed by third party payment system providers and HFT does not retain or process any such payment information. HFT cannot guarantee the security of such third-party payment system(s) or any payment data on the Website. HFT is not responsible for any acts or omissions of any third parties and disclaim any

and all liability in connection with the acts, omissions or defaults of such third parties. Without prejudice to the generality of the foregoing, HFT is not responsible for the results of any credit inquiry, the availability or performance of the Internet, your connection to the Internet or the actions or inaction of any other person or entity, including any internet service provider. By using and/or accessing the Website, the User expressly relieves HFT from any and all liability in connection with the acts, omissions or defaults of such third parties.

- 20.5. All express and implied warranties or conditions, statutory or otherwise as to completeness, accuracy, sufficiency, quality or fitness of the Service and Products for any purpose or any business whatsoever whether known to HFT or otherwise, are hereby excluded. HFT gives no condition, warranty, or undertaking, and makes no representation to the User about the:
- (a) suitability of, or fitness of the Service or Products for the User's purposes; or
  - (b) availability of the Service or Products, or operational availability of the Service.
- 20.6. The User acknowledges and agrees that the Service and Products are provided on an "as is" and "as available" basis, with all faults, and HFT disclaims all warranties and makes no warranty of any kind, whether express or implied (statutory or otherwise), including but not limited to warranties on the ownership of Intellectual Property Rights and implied warranties of merchantability, sufficiency, quality and fitness for a particular purpose. HFT does not warrant that the Service will be uninterrupted or error-free.
- 20.7. To the extent permitted by law, HFT shall not be liable to the User in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the User in connection with the Service or Products, or any transaction relating thereto, whether during or after the term of the provision of the Service or Products. For the purposes of these Terms and Conditions, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- 20.8. Where HFT's liability is not expressly excluded under these Terms and Conditions or under any applicable law, HFT's liability for direct damages to the User in contract, tort (including negligence) or otherwise whosoever and whatever the cause thereof, arising by reason of or in connection with the Service or Products, any transaction relating thereto or the Contract shall be up to a maximum aggregate amount of the Price received by HFT from that User.
- 20.9. Nothing in these Terms and Conditions in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party.



20.10. For the purposes of this Clause, all references to HFT shall also include its respective officers, employees, affiliates, sub-contractors and agents.

20.11. For the avoidance of doubt, nothing in this Clause excludes, restricts or modifies any condition, warranty, right or liability implied into these Terms and Conditions where to do so is illegal or would render any provision hereof void.

## 21. INDEMNITY

21.1. Notwithstanding anything that may be to the contrary, the User undertakes to indemnify and at all times hereafter to keep each of HFT and its Related Corporations (together with their respective officers, employees and agents) (each an "Affected Party") indemnified against any and all losses, damages, actions, proceedings (whether such proceedings have been brought or are threatened to be brought), costs, claims, demands, liabilities (including full legal costs on a solicitor and client basis) which may be suffered or incurred by the Affected Party or asserted against the Affected Party by any person whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:

(a) the User's Content or any part thereof (including but not limited to any use or dealing by HFT or its Related Corporations, its agents or subcontractors, of the User's Content);

(b) the performance of the Service;

(c) a breach by the User of any of the provisions in the Contract (including these Terms and Conditions), including but not limited to a breach of any of the warranties or undertakings provided for in this Contract;

(d) any act or omission of the User or its agents or sub-contractors; and

(e) the User's Content, or any part thereof, infringing the Intellectual Property Rights or other rights of, or any claim that the User's Content, or any part thereof, infringe, the Intellectual Property Rights of, any party, in any part of the world.

21.2. For the purposes of this Clause, "claim" shall mean all demands, claims and liability (whether criminal or civil, in contract or tort or otherwise).

## 22. GENERAL

22.1. **Agreement.** This Agreement constitutes the only Agreement between us and you with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement.

22.2. **Modifications and Amendments.**

- (a) HFT may at any time in its sole discretion amend or vary any provision of these Terms and Conditions by publication on the Website. If the User does not consent to such variation or amendment, the User should not use or access the Website. If, following such amendment or variation, the User continues to use or access the Website, the User shall be deemed to have irrevocably consented to such amendment or variation and to have agreed to be bound thereby.
- (b) HFT reserves the right to amend or supplement these Terms and Conditions from time to time, and the User shall be bound to observe and comply with any such amendments or supplements to these Terms and Conditions for Users upon their publication by HFT (whether by posting on the Website or otherwise).
- (c) HFT reserves the right, at its absolute sole discretion, to modify the Website and/or Service, including the Price, at any time and without prior notice.
- (d) The User acknowledges and agrees that any continued access and utilisation of the Website or Service after any such amendments or modifications shall be deemed to be an agreement by the User to be bound by the modified terms.

22.3. **Correction of Errors.** There may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. HFT reserves the right to correct any errors, inaccuracies or omissions and to change or update information if any information on the Website is inaccurate at any time without prior notice.

22.4. **Illegality and Severability.** Each of the provisions of these Terms and Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Conditions but the validity, enforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby.

22.5. **Governing Law and Dispute Resolution.**

- (a) These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Singapore, and the User hereby submits to the exclusive jurisdiction of the courts of Singapore.

- (b) Any dispute or controversy arising in connection with the Contract, which cannot be settled by mutual or amicable agreement, shall be finally settled in accordance with the Rules of the Singapore International Arbitration Centre (“SIAC Rules”) by one arbitrator appointed in accordance with the SIAC Rules. The place of arbitration shall be Singapore. The arbitration shall be conducted in English. The decision and award resulting from such arbitration shall be final and binding on the Parties.
- (c) For the purpose of enforcing the Contract and notwithstanding Clause 21.5(b), HFT has absolute discretion to seek equitable relief from a court of competent jurisdiction, as it may choose, without first attempting to resolve a dispute under Clause 21.5(b) and the User hereby submits to the jurisdiction of the court which HFT may seek relief from under this subclause. For the avoidance of doubt, the right under this subclause is only extended to HFT and not to the User.

22.6. **Personal Data.** By using and/or accessing the Website, the User acknowledges that he/she has read and agrees to our Privacy Policy, and the User consents to our collection, use and/or disclosure or handling of his/her Personal Data for the purposes set out in the Privacy Policy.

### 23. NOTICES

23.1. All notices, demands or other communications required or permitted to be given or made under or in connection with the Contract shall be in writing and shall be sufficiently given or made if:

- (a) if delivered by hand;
- (b) sent by pre-paid registered post; or
- (c) sent by legible facsimile transmission or by email (provided that there has been successful transmission),

addressed to the intended recipient at its address or facsimile number or email address as may be notified to the other Party in writing from time to time.

23.2. Any such notice, demand, court process or communication shall be deemed to have been duly served if it is (i) delivered by hand or sent by pre-paid registered post, at the time of delivery; or (ii) if made by successfully transmitted facsimile or email transmission, at the time of dispatch.

### 24. MISCELLANEOUS

24.1. The waiver by a Party of a breach or default of any of the provisions of the Contract by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of a Party to exercise or avail itself of

any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party. A waiver must be in writing to be effective.

- 24.2. The Contract shall be binding upon and enure for the benefit of the successors in title of the Parties hereto.
- 24.3. The User shall not assign, transfer, charge or otherwise deal with the Contract or any obligation under the Contract, without the prior written consent of HFT.
- 24.4. HFT has the right to assign or transfer all or part of its rights, benefits and/or obligations under the Contract.
- 24.5. HFT has the right to enter into any sub-contract for the performance of any of its obligations under the Contract without prior consent of the User.
- 24.6. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of the Contract.
- 24.7. The relationship of the Parties shall be solely that of independent contractors. Nothing in the Contract shall be deemed to constitute, create or give effect to or otherwise recognise a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorising either Party to act as an agent or representative of the other Party.
- 24.8. The Contract (as may be amended from time to time pursuant to the terms hereof) shall constitute the entire understanding between the Parties hereto concerning the provision of the Service and supersedes and replaces any prior agreements and negotiations related to the subject matter herein.
- 24.9. The User hereby affirmatively consents to and authorises the use by HFT in any manner and for any purpose whatsoever or to disclose to any person, any User's information, including for the purposes of the sending of commercial messages to the User by HFT and/or its partners. The provisions of this Clause shall constitute a consent of the User for the purpose of the provisions of the Spam Control Act (Chapter 311A) of Singapore.

**Contact Us:** If you have any questions about this Terms of Use Agreement, please contact our Customer Service. [hello@hengfohtong.com](mailto:hello@hengfohtong.com) or +6588095102