

Creative eWorld Pte Ltd

315 Alexandra Road #05-01

Sime Darby Business Centre, Singapore 159944

Co. Reg no. : 200200017N

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TERMS AND CONDITIONS OF CONTRACT

1. TERMS OF REFERENCE

CEW shall hereinafter refer to Creative eWorld Pte Ltd.

CLIENT – shall hereinafter refer to company or signatory or advertiser or merchant signing this contract.

2. ACCEPTANCE OF OFFER

It is mutually understood that the client requesting CEW's service herein constitutes a binding acceptance by the client of the offer by CEW or its authorized agents to display and/or design the contents so placed herein on the terms stated.

3. AUTHORISATION

The client warrants that he or she is authorized to contract, advertise, display and sell the content, service or product furnished and agree to and hereby indemnifies and holds CEW or its authorized agents harmless from ANY and all claims demands, damages or liabilities whatsoever arising out of or in any way caused by any sale or use of any brand name, domain name, listing, logo, photograph, trademark or material furnished by the applicant. The client undertakes that he or she has full authority to contract on behalf of his or her company. And further guarantees full payments within ten days (10) upon demand by CEW. CEW may levy 2% of contract amount per month for any late payment.

4. COPY AND PROOF

CEW agrees to exercise reasonable care that all information and content are correctly featured and listed. Approval copy will be email to client and if such approval is not approved within seven (7) days by the client, the said proof is treated as correct.

5. TRADEMARKS AND STATUES

Client certifies that the use of advertisement, brand name, domain name, listing, photography and other materials used in this contract does not violate any trademark or any trade name or any copyright law. Use and registration of any domain name does NOT confer to any legal rights to the name and any disputes between parties over the rights to use a particular name or product are to be settled between the contending parties using normal legal methods. CEW is not liable nor shall be made a party for any said claims or disputes. In such event, CEW may terminate this contract with the client.

6. CANCELLATION

No cancellation of this Contract shall be made after seven (7) days from the date of signing this contract. Client agrees to indemnify CEW a cancellation fee of 30% of the total costs of contract payable with seven (7) days from the cancellation date.

7. INTELLECTUAL PROPERTY RIGHTS

Any content or design done by CEW shall remain the property of CEW. For the purpose of the mentioned clause, the client will indemnify and hold CEW harmless against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that involves the use of any trademark or trade name or logo which infringes the copyright and trademark rights of the said third party.

8. LIMITATION OF CEW'S LIABILITY

For the avoidance of doubts, all parties hereby agree that CEW is merely the creator of the electronic infrastructure and owner of the internet e-commerce store hosting service and therefore any sale and purchase transactions conducted on-line between client and his or her customers are strictly between the client and his or her customer alone. In no event under no circumstances will CEW be liable for any damages or loss of clients' business revenues or profits or consequential or penal damages or any other reason of any nature whatsoever (including without limitation, those of resulting from lost profits, lost data or errors or omissions or business interruption or power failures or computer viruses or natural disasters) arising out of the use, inability to use, or the result of use of client's or CEW's website, or any websites linked to the client's, whether based on warranty, contract or any other legal theories and whether or not advised of the possibility of such damages. The client agrees to and does hereby indemnify CEW from all costs and proceeding claims and demands of any legal description whatsoever (including all legal and court fees, if any) in the event that it becomes necessary for CEW to institute and defend itself in any legal proceedings of any nature or in anyway to enforce its right of this contract.

In no event shall CEW or its affiliates be liable for any indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of profits, loss of data, loss of business, or interruption of business, arising out of or in connection with the use of our web hosting, email hosting services, and B2B information site services. CEW's liability for any direct damages arising out of or in connection with the use of our web hosting, email hosting, and B2B information site services shall be limited to the SLA remedy detailed out in the SLA document.

CEW makes no warranties, express or implied, regarding the performance, availability, or reliability of our web hosting, email hosting, and B2B information site services. The customer acknowledges that the use of these services is at their own risk. The customer agrees to indemnify and hold harmless CEW, its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees, arising out of or in connection with the customer's use of our web hosting, email hosting, and B2B information site services.

9. REGULATIONS

Client agrees to adhere to all the terms and conditions stated in this contract and all other terms and conditions stated by CEW on its internet or e-commerce site or additional policies issued by CEW from time to time. Client will also be subjected to comply with all new laws issued by the authorities with respect to cyber laws or laws related with the services provided in this contract. All disputes and claims shall be settled by the court law in Singapore or any court of law agreed in the writings of CEW.

10. DATE AND INFORMATION

Clients are prohibited from posting or transmitting to or from CEW websites, any unlawful, threatening, libelous, defamation, obscene, pornographic, or any material that would violate any laws. Client will indemnify CEW against any breach of security code or access to server data sites belonging to CEW. The applicant owns the right of the system subject to the terms below: 1. Use the system development solely for the designated website under the contracted project. 2. No reselling of the system developed as a service or solution to any third party. 3. Creative eWorld Pte Ltd holds the copyright for the COM objects developed for the backend engine, applicant is not allowed to perform any reverse engineering on the COM object. COM objects are the collection of proprietary technologies we developed to perform some backend functions for the e-commerce transaction. In the case that applicant wants to change the Vendor/hosting company, we will provide the source codes/ components in compiled binary format to the third party, provided that the third party signs an agreement to conform to these terms; 1. Agree not to reuse any part of the source codes or complete system for the development work of another company. 2. Agree not to re-sell the system developed to another company. 3. Agree not to perform any reverse engineering on any component objects used in the system. 4. Any modifications to the source codes are solely for enhancement, maintenance or updating for the applicant only. We will not be held responsible for any disruption to the website if the third party's hosting system fails to support the system developed. The applicant can purchase a set of process flow documentation if required. All data input into the system whether by applicant or vendor remains the proprietary information of the applicant.

11. DATA OWNERSHIP

Client has the full ownership of all the data.

12. WEBSITE BACKUP SERVICES

We provide automatic domain-level daily backups of your mission critical data including web pages and databases. Daily backup (Last 7 days, 1 copy per day) and restore accidental file deletions and protect against database corruption.

13. TERMINATION OF THE CONTRACT

CEW reserves the right to terminate the Contract or its service with the client in the event of any dispute regarding any purchase, delivery, transaction, usage of brand name, domain name, listing, logo, photography, trademark or other materials supplied by the client and client shall have no further claims nor rights to any compensation whatsoever from CEW or any of its owners' agents or staffs. CEW reserves the right to suspend or remove any/all pages from the system which brought to attention or which CEW is in its opinion, to be in violation of any of the guidelines stated above or to the local and international laws. Clients who are in violation of the mentioned guidelines above may have their websites revoked, services cancelled or the portions of their pages removed or suspended without prior notice, in which CEW will not return the removed pages or website or any fees paid by the client to CEW. Any termination of service such as Hosting, email and support, Client need to give CEW a 3 months' notice period.