

## TERMS AND CONDITIONS

Last updated : 29/07/2022

### WEBSITE

1. This Website is owned and managed by Shermay's Provision Shop Pte Ltd (UEN No. 200403044R) ("**SPS**", "**we**", "**us**", or "**our**"). Use of this Website is subject to our Terms and Conditions.
2. If you do not agree with any of these Terms and Conditions, please do not use this Website.
3. This Website is provided "as-is" and without warranties of any kind, either express or implied. To the fullest extent permissible, and subject and pursuant to applicable law, we disclaim all warranties, express or implied, including but not limited to, implied warranties of satisfactory quality, merchantability and fitness for a particular purpose. We do not warrant or make any representations regarding the correctness, accuracy, reliability, or otherwise of the materials in this Website or the results of their use.
4. You agree to use this Website in accordance with the Terms and Conditions and for lawful and proper purposes. You agree to be responsible for all matters arising from your use of this Website and you agree to the following:
  - (a) Not to use this Website in any manner which breaches the Terms and Conditions and/or breaches any applicable law or regulation and/or infringes any third-party rights;
  - (b) Not to post, transmit or disseminate any information on or via this Website which may be harmful, obscene, defamatory or illegal or create liability on SPS's part;
  - (c) Not to interfere or attempt to interfere with the operation or functionality of this Website; and
  - (d) Not to obtain or attempt to obtain unauthorised access, via whatever means, to any of SPS's systems.

5. If SPS (in its sole discretion) believes that you are in breach, or will be in breach, of any of the Terms and Conditions or any applicable laws or regulations, SPS reserves its right to limit, restrain and/or deny you access to this Website, including by deleting any post or content which breaches these Terms and Conditions, and/or suspend your account with us, without giving you a reason and/or without further reference to you.
6. The failure of SPS to enforce any right or provision of these Terms and Conditions does not constitute any waiver of that right or provision. The waiver of any such right or provision will be effective only if provided in writing.
7. This general disclaimer is not restricted by any of the specific warnings and disclaimers in SPS's Terms and Conditions, and nothing in the Terms and Conditions derogates from SPS's right to comply with legal or law enforcement requests or requirements relating to your use of this Website or information provided to or gathered by SPS with respect to that use.
8. SPS reserves the right to amend these Terms and Conditions at any time without prior notice. Such modifications shall be effective immediately upon posting of the modified Terms and Conditions on the Website. You undertake to periodically review the Terms and Conditions, and your continued use of the Website and/or the services provided thereunder shall amount to an acceptance of the modified Terms and Conditions.

#### **REGISTRATION AND SECURITY OF ACCOUNT**

9. If you are required and/or choose to register and/or open an account with SPS under the Website, you undertake to provide accurate, complete and updated registration information.
10. You agree that you are responsible for maintaining the security of your account and passwords.

#### **PROPRIETARY RIGHTS/ INTELLECTUAL PROPERTY RIGHTS**

11. The materials located and found on this Website (including, but not limited to, information, text, compilations, graphics, images, software programs and all other kinds of work) (the

“Content”) are protected by copyright, trademark and all other forms of proprietary rights. All Content is owned by, licensed to and/or controlled by SPS.

12. The Content shall not be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without SPS’ prior permission.

### **PRIVACY POLICY**

13. Please click here

[https://cdn.shopify.com/s/files/1/0565/5071/9530/files/20220729\\_Personal\\_Data\\_Protection\\_Notice.docx.pdf?v=1660195128](https://cdn.shopify.com/s/files/1/0565/5071/9530/files/20220729_Personal_Data_Protection_Notice.docx.pdf?v=1660195128) to view our Data Protection Notice for Customers (the “Notice”). By using and/or accessing the Website, you also agree to and accept the Notice.

### **LIMITATION OF LIABILITY**

14. SPS shall not be liable for any and all damage, loss and/or liability of any kind arising out of or in connection with the use of or inability to use or access this Website (or any third-party website or application for that matter), delay in operation, inaccuracies or errors in the Content, any technical, hardware or software failure of any kind, mistake, error, or otherwise.

### **INDEMNITY**

15. You hereby agree to indemnify us from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against or suffered or incurred by us arising directly or indirectly out of:
  - (a) any misuse or unauthorised access by you of this Website; or
  - (b) any breach by you of these Terms and Conditions.

### **THIRD-PARTY WEBSITES**

16. This Website may from time to time contain hyperlinks to other websites (“**third-party websites**”) which are not affiliated with or owned, operated or maintained by SPS, including third-party service providers. Similarly, other third-party websites may from time to time contain links to this Website.
17. SPS is not responsible for the contents of third-party websites and shall in no way be liable for any damages or loss arising from access to those websites. Therefore, use of the hyperlinks and access to third-party websites are entirely at your own risk.
18. You thereby acknowledge that SPS does not have any control over and excludes all liability for any material on the Internet which can be accessed by using the Website. Neither can SPS be deemed to have endorsed the content on the aforesaid third-party websites.

#### **SEVERABILITY**

19. If any provision, part of any provision, or any part of these Terms and Conditions shall for any reason be properly adjudged by any court or other legal and/ or competent authority to be invalid, illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions or parts contained herein shall not in any way be affected or impaired.

#### **GOVERNING LAW & DISPUTE RESOLUTION**

20. The Terms and Conditions shall be governed and construed in accordance with laws of the Republic of Singapore and the Parties hereby submit to the non-exclusive jurisdiction of the Singapore Courts.
21. Where any dispute arises out of or in connection with the Terms and Conditions, and/or your use of the Website (the “**Dispute**”), you agree that the parties shall endeavour to use best efforts to amicably resolve said Dispute using mutual consultation, communications or negotiations.
22. If such mutual consultation, communications or negotiations are unable to resolve the Dispute, any such Dispute must be submitted for mediation at the Singapore Mediation

Centre (“**SMC**”) in accordance with SMC’s Mediation Procedure in force for the time being. Either party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within forty-five (45) days thereof. Unless otherwise agreed by the parties, the Mediator will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.