

## LPB Terms of Use Singapore

Please read these Terms of Use carefully as it applies to your use of [www.petiteboutique-sg.com](http://www.petiteboutique-sg.com) ("Website") and the Service (as defined below). By using, visiting or browsing the Website and/or using the Service or ordering goods, you are entering into a binding contract with Symphony W&C Pte Ltd, a company duly incorporated in Singapore under UEN 201318226D and having its registered address at 4 Kensington Park Road, 557256 Singapore, operating under the brands "LPB Market" and "LPB Market and Bistro" ("we", "us" or "LPB") and signifying your agreement to be bound by these Terms of Use, including our [Privacy Policy](#). Please do not submit any personal information or data without first reading our Privacy Policy which explains our data use and privacy practices in detail.

These Terms of Use govern the use of the Website and the provision of the Service by LPB as well as the purchase of any goods using the Service. These Terms of Use shall prevail over any other general or special conditions issued by you. These Terms of Use, together with the [Privacy Policy](#) and the [Cookies Policy](#), as well as all other terms or policies that may be published from time to time on the Website (together the "Terms" or the "Agreement"), constitute the entire agreement between the parties and replace and terminate all other previous contracts or agreements between the parties, whether written or oral. In the event of any conflict or inconsistency between these Terms of Use and these policies, these Terms of Use shall prevail. Unless LPB has given its prior written consent, your general or special conditions are not binding on us, regardless of when they may have been brought to our attention.

We may modify or revise these Terms at any time in the exercise of our sole discretion, by displaying the amended Terms on the Website. In the event of a conflict between different versions of the Terms, the most recent version shall prevail. Any modification of the Terms of Use will be binding and applicable to the contractual relationship between you and us as soon as it is posted on the Website. Your continued use of the Service and/or the Website thereafter following any revision thereto shall constitute your acceptance of the revised Terms. If at any time you do not agree with these Terms (or any revised versions thereof) you should immediately stop using the Service and Website.

If any individual enters into these Terms on behalf of a company, organization or another legal entity ("Entity"), that individual agrees to these Terms for that Entity and represents to LPB that he/she has the authority to legally bind such Entity and its Affiliates.

### 1. DEFINITIONS AND INTERPRETATION

1.1. When used in these Terms, in addition to terms defined elsewhere in these Terms, the following terms shall have the following meanings:

- **Account** means any and all accounts created by or on behalf of User on the Website in order to order and purchase products on the Service.

- **Affiliates** means any corporation which in relation to the person/entity concerned is a holding company or a subsidiary of any such holding company of a corporation (or a subsidiary of a corporation) at least one-fifth of the issued equity share capital of which is beneficially owned by the person concerned or an associate thereof under the preceding part of this definition. Where the person concerned is an individual or firm or other unincorporated body the expression "Associate" shall mean and include any corporation directly or indirectly controlled by such person.
- **Indemnitees** means LPB and its Affiliates, related companies, officers, directors, employees, partners and agents.
- **Linked Website** means the websites operated by a third party that may be of relevance and interest to Users and towards which the Website or the Service may provide links, plug-ins, widgets or other connections.
- **LPB, We, Us** means Symphony W&C Pte Ltd, a company duly incorporated in Singapore and having its registered address at 4 Kensington Park Road, 55256 Singapore, operating under the brands "LPB Market" and "LPB Market and Bistro".
- **LPB Market** means any physical shop or grocery store operated by LPB or one of its Affiliates under the brand "LPB" in any country whatsoever.
- **Personal Data** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **Service** means the online grocery store operated by LPB on the Website, where users may browse, and purchase products from a wide selection of gourmet foods, fresh produce and other hand-picked, premium products, and arrange for their orders to be home delivered or self picked up. "Service" includes the Website through which the Service is provided and all upgrades, updates and enhancements thereto, and also includes such content, services, features and functionalities as we may offer in connection therewith from time to time, including:
  - (a) access to information and data on various products (including nutritional information, recipes, and other text, images and videos related to the products);
  - (b) recommendations on related products and promotions;
  - (c) access to search engines or tools;
  - (d) blogs, message boards, communication tools;
  - (e) email or message alerts;
  - (f) other materials, information, news, advertisements, listings, data, input, text, songs, audio, video, pictures, graphics,

software, broadcasts, comments, suggestions, ideas and other content.

- **Third Party Services** means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or to which User may connect or enable in connection with the Service, including, without limitation, certain Third Party Services which may be integrated in the Service.
- **User, you, your** means any individual or Entity using the Service or the Website.
- **Website** means the website operated by LPB under the domain name : <https://petiteboutique-sg.com/>
- 

1.2. Under these Terms :

- The word "include" (and its derivatives, such as "including" and "includes") shall mean to include without limitation.
- References to a "clause" or an "article" are to a clause or an article in the Terms;
- Words in the singular include the plural and vice versa, and words of any gender include all other genders;
- Headings are inserted for convenience only and should be disregarded in interpreting the Terms;
- The reference to an Entity includes any company or other legal person, wherever and however incorporated or established;
- A reference to "parties" is a reference to LPB and the User and a reference to a "party" is a reference to either of them.

## 2. LICENCE TO USE THE SERVICES

2.1. Subject to the compliance by User with these Terms, we hereby grant you a personal, non-exclusive, non-transferable and revocable licence to access and use the Service and Website subject to these Terms. The Service is being licensed to you and you hereby acknowledge that no title or ownership in the Service is being transferred or assigned and these Terms are not to be construed as a sale of any rights in the Service.

2.2. You may not do or attempt to do any of the following while accessing and/or using the Service and Website:

- (a) copy, reproduce, modify, adapt, translate, publish, display, distribute, sell, lease or otherwise exploit or use for any commercial or other purposes, the Service or Website (or any content therein);
- (b) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Service, except to the extent that applicable law expressly permits despite this limitation;

- (c) do anything that would disrupt, alter, destroy, impair, interfere with, overburden or limit the functionality, operation or security of the Service or Website, or interfere with another user's use and enjoyment thereof, including by hacking into the Service or Website, or transmitting any virus or malicious code;
- (d) scan or test the vulnerability of any system or network, or breach or circumvent any security or authentication measures;
- (e) use any linking, deep-linking, mirroring, framing or page-scraping technology, robots, spiders, scripts or other similar processes or technology, to access, allow access to, copy, distribute, display, monitor or enable the mass download or extraction of data from the Service or Website;
- (f) use or access the Service or the Website in order to monitor the availability, performance or functionality of the Service or for any other similar benchmarking purposes;
- (g) remove or destroy any copyright notices, proprietary markings or confidentiality notices placed upon, contained within or associated with the Service or the Website;
- (h) misrepresent yourself, your age or impersonate any other individual or entity;
- (i) engage in any fraudulent, unlawful or illegal activity, including but not limited to violation of any person's privacy rights.

2.3. The Service is not available to individuals who are younger than 18 years old. You may not use the Service if you are not of a legal age to form a binding contract and otherwise capable of entering into these Terms.

2.4. We reserve the right to update, change, remove, suspend, disable or restrict access to or discontinue the Service (or any part thereof) or change any features, component or content thereof at any time, for any reason, without notice or liability. We do not guarantee that any specific content, component and/or feature will always be available on the Service or Website.

2.5. We may interrupt or suspend your access to the Service from time to time, for maintenance, backups, upgrades and other reasons. You acknowledge that such interruptions, including planned downtime, routine maintenance and updates, may result in temporary unavailability of our Service. We will attempt to notify you in advance of any scheduled downtime (including on the Website, by email or other communication channels) but you acknowledge that this may not be reasonably practicable for unscheduled downtime (including emergency maintenance) which are due to reasons beyond our control.

2.6. Additional terms and conditions may apply to specific portions or features of the Service including contests, promotions or other services, all of which terms are made a part of these Terms by this reference. Access to and use of portion of the Service may be restricted to a specified number of individuals permitted under membership programs.

### 3. YOUR ACCOUNT

3.1. You may browse the Website to a limited extent without registering for an Account. However, in order to order and purchase products on the Service, you will have to sign up for an Account with us. Your Account is not transferable. You may not have more than one (1) Account per delivery address. Multiple Account(s) registering the same delivery address are not permitted without our express written approval.

3.2. In signing up for an Account, you represent and warrant to us that you:

- (a) are at least eighteen (18) years of age;
- (b) are eligible to register for and use the Service;
- (c) have the full right, power, and authority to enter into this agreement; and
- (d) are not impersonating any other person, operating under an alias or otherwise concealing your identity.

3.3. We are entitled, in the exercise of our sole discretion, to refuse your application for an Account, and/or to change the eligibility criteria therefor at any time.

3.4. You will be prompted to create a unique login username and password ("Login Codes") when you sign up for an Account. You are responsible for safeguarding your Login Codes and keeping them confidential, and you shall be solely and fully liable for any disclosure or unauthorised use thereof. You must not share your Login Codes with anyone else or allow anyone else to access or use the Service using your Login Codes.

3.5. Any use of and/or access to the Service referable to your Login Codes shall be deemed to be use of and/or access to the Service by you. All information, instructions, communications, orders or messages received by us via the Service and referable to you or your Login Codes, shall be deemed to be transmitted or validly issued by you, and we and our Third-Party Services providers shall be under no obligation to verify the authenticity or accuracy thereof, but be entitled to act upon, rely on and/or hold you solely responsible and liable in respect thereof.

3.6. We shall have no responsibility or liability for any loss, damage, cost, expenses, or liabilities arising as a result of or in connection with the unauthorised, wrongful or fraudulent use of your Account. If you are aware of any actual or suspected unauthorised use(s) of your Account, or unauthorised disclosure of your Login Codes, please promptly notify us at [contact@petiteboutique-sg.com](mailto:contact@petiteboutique-sg.com)

3.7. When you sign up for an Account, you will be asked to provide us with certain information (including Personal Data, which will be collected, used and stored in accordance with our [Privacy Policy](#)). You represent that all the information you provide to us on registration or at any time:

- (a) is true, accurate, current and complete, and that you will promptly update such information on your Account to ensure that it remains so at all times; and
- (b) is owned by you, and/or that you have the right to use and disclose the same or allow us to do so in accordance with the Privacy Policy.

#### **4. SUSPENSION AND TERMINATION OF ACCOUNT**

Where (i) we suspect that you have committed a breach of the Terms or any law or that there is any fraudulent or illegal activity on your Account or in connection with your use of the Service, (ii) any information you have provided us is inaccurate, we shall be entitled to take such action as we may deem appropriate without prejudice to our other rights and remedies under these Terms or at law, including the following:

- (a) suspending, limiting or terminating your Account(s);
- (b) updating inaccurate information you provided us;
- (c) cancelling any orders placed through the Account(s);
- (d) cancelling, invalidating or revoking any rewards, privileges, discounts or Vouchers awarded to or used by such Account(s) and charging full price for the items purchased; and/or
- (e) prohibiting or disqualifying you or other persons from participating in any of our Promotions.

#### **5. ORDERS**

5.1. All orders placed by you through the Service shall be deemed to be an offer made by you to purchase the selected product(s) and quantities set out in your order for the price notified (including delivery and other charges and taxes) at the time you place the order.

5.2. All orders are subject to our acceptance. We reserve the right to accept or reject your order for any reason, including if the requested product is not available, if there is an error in the price or the product description or an error in your order. We reserve the right to limit your order or the quantity of a particular product you may order. Placing an order is not a guarantee of stock.

5.3. Processing of payment for an order shall not in itself constitute acceptance of the order by us, provided that where an order for any product(s) is rejected or cancelled by us, any payment made for such order shall be refunded by us. If we reject your order, we will endeavour to notify you either at the time you submit the order or within a reasonable time thereafter.

5.4. Each order that we accept results in a separate binding agreement between you and us for the supply of the products in respect of which the order was placed.

#### **6. PRODUCT INFORMATION, PRICING AND PAYMENT**

6.1. We endeavour to provide you with accurate and up-to-date pricing, product and promotional information. However, errors may sometimes occur and we do not guarantee that the pricing, product or promotional information provided will be accurate, reliable, current, error-free, updated, or complete. Without limiting the generality of the foregoing, you acknowledge and agree that:

- (a) product pictures on the Website are provided to help you recognise the products, but due to packaging redesign and improvements, these may not reflect exactly the product you receive; and
- (b) you are responsible for checking product packaging for nutritional information and allergen information and warnings before consumption and use, to ensure you are following the most up-to-date information, as product information reflected on the Website may not be current. You agree that we shall not be liable for any errors in the pricing, product and/or promotional information listed on our Website. The price to be paid by you shall be based on our prevailing selling price at the time we receive your order, which may or may not be correctly reflected on the Website. If a product offered by us is not as described on our Website, your sole remedy is to return it in unused condition.

6.2. Subject to Clause 6.3, if the actual price of any item ordered by you is higher than that reflected on the Website, we will inform you and you will be given an option to confirm or cancel your purchase of such item based on the correct price. By confirming your purchase, you authorise us to charge the additional amounts to you. If you elect to cancel the purchase, we will refund payment for such item. If we are unable to contact you, we will treat your order in respect of the incorrectly priced item as cancelled.

6.3. Where the actual price of any product is dependent on its weight ("Weighed Item"), we will provide a price based on average weight ranges of the product. If your chosen weight range is unavailable at time of shipment, you will be refunded the difference for the smaller product or given a larger size at no additional cost.

6.4. All product prices are shown in Singapore Dollars and are inclusive of GST. Prices of products may change from time to time and any promotional discounts or offers may also be withdrawn at any time without notice.

6.5. Payment for all orders shall be made in Singapore Dollars.

6.6. The Service works with Shopify Payments to enable online payments. We only accept payment methods which are accepted by Shopify Payments (including MasterCard, Visa and American Express credit/debit cards), which are subject to change without notice to you. We are unable to accept any other form of payment (such as cash, paper checks, food stamps, or third-party coupons). You acknowledge that your use of Shopify Payments is governed by Shopify Payments's terms and conditions, such as may be introduced or amended by Shopify Payments from time to time, including Shopify Payments Terms of Use at <https://www.shopify.com/legal/terms-payments-sg#>.

By using the Service, and providing us with your banking, credit/debit card, or other payment information, you authorise us to use it and disclose it to Shopify Payments for the purpose of processing the payments you authorise on the Service. We are not liable for any loss or damage for any transaction processed via Shopify Payments (including any errant or invalid transactions, or unprocessed transactions due to a network communication error, or any other reason). You agree that we are not responsible for missed payments, fraud, unavailability or hacking of Shopify Payments, or any other issues related to said third party service provider.

6.7. We will not process orders that attempt to use an incorrect, expired, or over-the-limit credit card. We will make our best efforts to contact you if this occurs.

6.8. If you fail to pay any fees or charges when due or if a redelivery or restocking fee is imposed, we may charge such amount directly to the credit/debit card identified in your Account. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that we may incur in our efforts to collect any unpaid balances from you.

## **7. DELIVERY OF PRODUCTS**

7.1. Delivery areas. Delivery will be made to the address you specify in the completed order form. We presently deliver to most areas in Singapore, but not certain areas. To check that we deliver to your area, please contact us at [contact@petiteboutique-sg.com](mailto:contact@petiteboutique-sg.com). We will only process and accept orders within our delivery coverage.

7.2. Delivery times. You may select a preferred time frame for delivery when you place your order. Delivery slots are subject to availability. Whilst we make every reasonable effort to deliver your goods to your delivery address within the delivery time frame selected by you, we may fail to do so due to factors beyond our control such as weather, traffic, haze, etc., which may result in early or delayed deliveries. You agree that we shall not in any event be liable for deliveries made outside the delivery time frame indicated on your order.

7.3. Delivery changes. Please notify us immediately of any change to your delivery address, date or time of delivery, or contact number. Any changes in the delivery address or date or time of delivery on the delivery date of your order, or re-deliveries, may incur an administrative charge of SGD\$ 15.00.

7.4. Delivery location. We will deliver your order to the doorstep of your delivery address. If your designated delivery location is inaccessible, rendering us unable to make the delivery, we will contact you to determine the best alternative location and/or date. If your delivery is to a work address, we will deliver to the ground floor communal entrance of your business' building then contact you to meet our driver. We reserve the right to return your order to our store if you do not come to collect your order within a reasonable time and to charge for any re-stocking and re-delivery in accordance with Clause 7.6.

7.5. Re-delivery. If an order is cancelled by you, or if no one is at the delivery location to receive the order during the chosen delivery slot, LPB Market reserves the right to charge a re-delivery or cancellation fee of SGD\$ 15.00.

7.6. Receiving delivery. Subject to Clause 7.8, anyone at the delivery address who receives the delivery is conclusively presumed to be authorised to receive the delivery.

7.7. Delivery of alcohol. If the delivery includes alcoholic drinks or any other age-restricted items, which may not be delivered to a minor, please ensure a person of 18 years of age or older with appropriate identification is present to take delivery thereof. We reserve the right not to deliver any age-restricted product to anyone who is, or appears to be under, the age of 18 years old, and to charge you an additional re-delivery fee of SGD\$ 15.00. You agree that if any applicable legal requirements for the delivery of alcohol are not met, we reserve the right to cancel the alcohol-related portion of your order.



7.8. Proper storage. We use various cooling methods including temperature controlled, insulated containers and in some cases frozen packs during delivery to maintain the quality and integrity of your products. To maintain the integrity of products after delivery, we recommend that you immediately refrigerate or freeze perishable items. We cannot guarantee that your products will remain fresh after delivery if left unrefrigerated at room temperature for an extended period of time. Additionally frozen items must immediately be placed in a freezer.

7.9. Transfer of ownership. All products sold by LPB Market through the Website or the Services remain the full ownership of LPB Market until full payment of the price by the User. Unless provided otherwise by law, the risks are always transferred to the user at the moment of delivery of the products to the User.

## **8. PROMOTIONS AND VOUCHER CODES**

8.1. We may from time to time offer discounts or run promotions, contests, surveys, privileges, events and other programmes ("Promotions"). Promotions shall be effective only for the applicable promotional period and on a "while stocks last" basis, and shall be subject to additional terms and conditions which can be found on the Website and are hereby incorporated by reference into these Terms of Use.

8.2. The use of credits, vouchers, coupons and codes ("Vouchers") are subject to the following terms unless provided otherwise by any other Voucher terms printed on the Voucher or listed on the Website or email from us where the Voucher was offered ("Specific Voucher Terms"):

- (a) each Voucher is eligible for a single use only (unless otherwise specified) and is only valid for the time period specified by us;
- (c) Vouchers may only be redeemed through our Website, at LPB Market or LPB Market & Bistro, and in accordance with our instructions;
- (e) use of any Voucher must be indicated at the time of checkout, and all information required by us must be provided. No retroactive use of the Voucher is permitted;
- (f) Vouchers cannot be used in conjunction with any other Promotions or Vouchers, unless otherwise stated;
- (g) some Vouchers are subject to a minimum purchase requirement. Taxes, shipping and handling and other charges do not apply towards meeting the minimum purchase amount;
- (h) Vouchers cannot be refunded, redeemed or exchanged for cash;
- (i) resale, transfer and sharing of Vouchers are strictly prohibited, save that gift vouchers, if offered by us, may be purchased by you and given to others;
- (j) no reproduction, alteration, adaptation, tampering, distribution, publication, broadcast or other communication or dissemination of Vouchers is allowed;
- (k) Vouchers are non-replaceable if lost, stolen, destroyed, duplicated, tampered with or otherwise misappropriated or fraudulently used;

- (l) we reserve the right to verify the validity of any Voucher and to declare null and void and charge full price for items purchased, any Voucher that in our opinion has been stolen, duplicated, tampered with, or which is suspected to have been misappropriated or fraudulently obtained or used; and
- (m) each Voucher type has different requirements and rewards including Specific Voucher Terms, and such terms must be met in order to be eligible for the Voucher and to receive the discount or offer covered therein.

8.3. Where any free gift is offered as part of a promotion, the free gift is offered on a first come first serve and while stocks last basis. No cash or credit will be offered in lieu of the gift. Where you are permitted to return any product to us for a refund/credit and such product was originally purchased under a promotion or discount, you will only be refunded the amount that you originally paid for such product. Where the promotion or discount had applied to the entire order, we will refund you the selling price of the returned product less the promotion or discount applied to the returned product on a pro-rata basis. Further, any free promotional gift given with an order must also be returned if you are returning the product(s) to which the gift related. If the total order value is reduced below the value of the qualifying free delivery or any promotion qualification because of a returned item, we may charge the delivery fee and/or the full value of the order without the promotion.

8.4. Our decision on all matters relating to Promotions, Vouchers and other rewards and privileges is final and binding.

8.5. We reserve the right to discontinue any Promotion or Voucher at any time without notice or liability.

## 9. **MEMBERSHIP**

9.1. Users may become members of the LPB community and by subscribing to one of the membership programs described herein and in accordance with this section 9 ("LPB Members", "member"). Each member who has subscribed to a membership program (LPB Gourmet Club) will receive a digital membership card or a membership unique number as identification. Membership programs are valid for 1 year.

9.2. This section 9 shall only be applicable to LPB Members.

Members can subscribe to the LPB Epicurean Club membership program by purchasing the membership on our website <https://petiteboutique-sg.com/products/lpb-market-epicurean-club> and paying a yearly membership fee of SGD\$ 199 (including GST). Upon subscribing and full payment of the membership fees and upon presenting the LPB Gourmet Club card, Gourmet members shall have the right to claim these advantages:

- (a) 10% off - online and offline purchase (does not cumulate with existing promotion);

- (b) 1 x SGD 100 voucher valid in the shop immediately after you become a member;
- (c) 50% off on LPB event and wine tasting participation fees for a member plus 1 guest;
- (d) access to private sales via a WhatsApp members only group;
- (e) 10% off on LPB Chef (food and drinks only, service charges are excluded).

9.3. All the advantages listed under this article 9 are available in Singapore only upon presenting the relevant membership card or number. The discounts cannot be claimed on the promotional items and cannot be cumulated with any Promotions or Vouchers. The gift vouchers members receive can't be used to purchase other memberships.

9.4. Membership cards and numbers are personal, non-transferable, and non-refundable. In order to acquire a membership card, you must be 18 years old (legal drinking age in Singapore) and agree with these Terms.

9.5. If you become a member of the LPB Gourmet Club, you may be asked to provide us with personal information about yourself (e.g., your e-mail address, postal address, age, first and last name, telephone number, etc.). This data is collected in accordance with the [Privacy Policy](#) and will only be used to enable us to offer you the benefits and services you have freely chosen.

9.6. To benefit of LPB Epicurean Club advantages for your online purchases, a member needs to create an account and/or log in to the existing account.

9.7. To benefit of LPB Epicurean Club advantages in-store, a member needs to present the digital card to LPB Market team upon payment of the purchases.

9.8. To benefit of LPB Epicurean Club private sales, a member needs to be a part of private WhatsApp group.

## 10. **INTELLECTUAL PROPERTY RIGHTS**

10.1. The Service and Website are owned, operated and maintained by LPB.

10.2. All intellectual property rights (whether registered or not, including rights in inventions, patent rights, designs, copyright, database, trade secrets, and all rights of whatever nature in computer programs) in the Service and Website (including its data, text, content, design, compilations, and its "look", "feel", "appearance" and "graphic function") belong to us and/or our licensors, and we reserve and retain all rights in the

same. The rights granted to you to use the Service under these Terms do not convey any additional rights in the Service, or in any of our intellectual property rights.

10.3. Any unauthorized use, including the reproduction, modification, distribution, display or transmission of the content of the Website is strictly prohibited. You further agree not to change or delete any proprietary notices from materials downloaded from the Website. You acknowledge that we and/or Third-Party Services providers remain the owners of such material and that you do not acquire any of those ownership rights by downloading copyrighted material. We reserve the right to revoke this authorisation at any time, and any use shall be discontinued immediately on written notice from us.

10.4. The Service and Website contain trademarks, tradenames, trade dress, service marks, domain names or other indicia of ownership (including the 'LPB' name and logo) ("Marks") owned by us or other third parties. No right, property, licence, permission or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by you pursuant or under these Terms of Use. You shall not copy, reproduce, display or use in any manner any of the Marks (including in any advertising or publicity or as a hyperlink, or register as a domain name a similar or identical name), without our express written permission.

## **11. SUBMISSIONS**

11.1. You may submit comments, feedback, suggestions and other content or information to us (collectively, "Submissions") provided such Submissions do not violate the law nor anyone's rights (including infringing any intellectual property rights or breaching a contract) nor consist of or contain software viruses, solicitation or any form of "spam". You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of a Submission. We reserve the right (but not the obligation) to review, remove or edit any Submission.

11.2. If you choose to make a Submission, you agree that these shall not be considered confidential to you, and we are free to use the same without any restriction or compensation to you. Without prejudice to the foregoing, you hereby grant us a worldwide, royalty-free, non-exclusive, perpetual, sub-licensable and irrevocable licence to use, reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute and exploit any Submissions that you provide or publish through or in relation to the Service or Website, for any purpose as we may require in our sole discretion, and to use and publish your name in connection with the same. You warrant and represent that you own all of the rights to your Submission and that its use thereof by us as in accordance with these Terms of Use will not infringe the rights of any third party.

## **12. DISCLAIMER AND LIMITATIONS**

12.1. The Service and Website are provided to you "as is", "as available", without warranty of any kind, whether express, implied or statutory (including any implied warranty of merchantability or satisfactory quality, fitness for a particular purpose,

compliance with any description or any implied warranty arising from course of performance, course of dealing, usage of trade or otherwise) all of which are expressly disclaimed to the maximum extent permitted under applicable law. Without limiting the foregoing, we also do not warrant that the operation of the Service will be uninterrupted or error free or that the Service, or Website are free of viruses or other harmful components, that defects will be corrected, that the use of the Service will not affect the functionality or performance of the device on which it is downloaded, or that the transmission of your information through the Service will be entirely secure. You further acknowledge that operation of and access to our Service or Website may be interrupted or interfered with as a result of technical errors or issues or other factors outside of our control.

12.2. By using the Service, you acknowledge and agree that internet transmissions are never completely private or secure, and that it is possible that the data on the Service can be mistakenly released, lost, hacked or accessed by unauthorised users. You understand that any information you upload or send using the Service or make available to us through the Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

12.3. We make no representation or warranty as to the correctness, accuracy, completeness, reliability, safety, timeliness, quality, suitability or availability of any of our services, products, software or information. You acknowledge and agree that the entire risk arising out of your use of the Service, and any Third-Party Services or products remains solely with you, to the maximum extent permitted by law.

12.4. To the fullest extent permissible under law, we hereby disclaim all liability to you or any third party for any direct, indirect, incidental, special, consequential or exemplary damages, whether foreseeable or not, under contract or tort, including damages for loss of profits, loss of business, revenue, use, data, money, goodwill, reputation or other economic advantage, personal injury or property damage, even if we are aware of or advised of the possibility of the same, arising out of or in connection with the use of, or the inability to use, the Service, Website or any other website or device, or these Terms.

12.5. In the event that we are liable for damages despite the provisions in these Terms, you agree that no action, whatever its form, may be brought by you more than one (1) year after the event which gave rise to your claim arose, and further, that our aggregate liability to you, if any, under any and all causes of action, in relation to:

- (a) any order, sale or delivery of any product by us under these Terms of Use shall not exceed the price of the product giving rise to such claims; and
- (b) in all other cases (including any use of the Service or Website), shall not exceed SGD\$ 10.00.

12.6. You agree that the above exclusions and limitations of liability are applicable to all Indemnitees and enable the Service and Website to be provided by us at either reasonable costs or no costs to you.

12.7. Nothing in these Terms shall limit or exclude either party's liability for death or bodily injury caused by its negligence, fraud or any other liability that, by law, cannot be limited or excluded.

### **13. LINKED WEBSITES AND THIRD PARTY SERVICES**

13.1. We may provide links, plug-ins, widgets or other connections to Linked Websites. Some of these Linked Websites may be co-branded with our name/logo or our affiliated entity's name/logo, even though they are not operated or maintained by us. The Service may also carry advertisements from other companies. When you click on links to third-party websites in the Service, you may leave the Service. We have no control over, and are not responsible for the content on or obtained through the Linked Websites or for any damage you may incur from using or accessing the Linked Websites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Websites) or the availability, accuracy or reliability of any of the Linked Websites. The inclusion of an advertisement of, or link or accessibility to, a Linked Website, does not imply endorsement of the same by us. You hereby agree to assume all risk arising from the use of the Linked Websites and hereby irrevocably waive any claim against us with respect to the Linked Websites. We do not guarantee any of the Linked Websites, and expressly disclaim all liabilities and responsibilities arising in relation to any Linked Websites.

13.2. If you decide to enable, access, integrate, connect or use Third Party Services, be advised that your access, integration, connection and use of such Third Party Services is governed by the terms and conditions of such Third Party Services. LPB does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third Party Services, including, without limitation, the accuracy, completeness or authenticity of the information contained or the manner in which the Third Party Services providers handle data or any interaction between you and the Third Party Service provider. You irrevocably waive any claim against the Indemnitees with respect to Third Party Services. The Indemnitees are not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access, integration, connection or use of any such Third Party Services, or your reliance on the privacy practices, data security processes or other policies of such Third Party Services

### **14. SUSPENSION AND TERMINATION**

14.1. You agree that we have the right in our sole and absolute discretion and without prior notice or liability, to deactivate, delete, suspend or terminate your Account (including to remove or delete all related information and files in your Account) and/or restrict, suspend or terminate your access to all or any part of the Service or Website without assigning any reason (including namely but not exclusively if you are in breach of any of these Terms of Use).

14.2. Without prejudice to the generality of the above, we reserve the right to deactivate your Account if it has been inactive for a period of one (1) year or more (or

such other time period as may be determined by us without notice to you). This section 14.2 shall not apply to LPB Members.

14.3. Your license terminates immediately if you attempt to circumvent any technical protection measures used in connection with the Service or you otherwise use the Service in breach of these Terms.

14.4. You may request for the termination of your Account with us at any time by contacting us at [contact@petiteboutique-sg.com](mailto:contact@petiteboutique-sg.com)

14.5. The termination of your Account shall not affect your liability or obligations under these Terms of Use (including any payment already due to us from you) and we shall be entitled to complete any orders that have already been submitted before the date of the termination.

## 15. JURISDICTIONAL ISSUES

The Service and Website are meant for use by residents of Singapore only, and we make no representation that the Service or Website are appropriate or available for use in your location. Those who choose to access the Service or Website from any location do so on their own initiative and are responsible for compliance with local laws, where applicable

## 16. PERSONAL DATA

16.1. We collect certain information about the Account, the Users, as well as the devices, computers and other tools used in connection with the Service. LPB uses, discloses, and protects this information as described in its [Cookies Policy](#) and its [Privacy Policy](#).

16.2. Personal Data does not include anonymized data, which is data we collect about the use of the Services or about a group or category of products, services, Users, from which individual identities, identifiable information or other Personal Data has been irreversibly removed ("Anonymized Data"). LPB shall be authorized to use, combine, disclose, analyse and create derivative works of all Anonymized Data. In other words, information about how you use the Service may be collected, de-identified and then combined with information about how others use the Service. The Terms do not restrict or limit LPB's collection, use and disclosure of Anonymized Data.

## 17. INDEMNITY

17.1. You shall fully indemnify and hold the Indemnitees harmless from and against any and all damages, awards, expenses, losses, claims, actions, liabilities, penalties, costs and/or demands (including statutory liability and liability to third parties, economic loss, accounting fees, and court and legal costs assessed on a solicitor-client basis), made by any third party due to or arising out of, whether directly or indirectly, from:

- (a) your act, omission, negligence, wilful default, mistake, misconduct, dishonesty or fraud;
- (b) your breach of these Terms of Use;
- (c) any use of your Account and any information that you or anyone using your Account submits, posts, or transmits on or through the service;
- (d) any breach or violation of any applicable laws or rights of any party (including providers of courier services arranged via the Service);
- (e) any connection to, access and/or use of the Service and/or Website;
- (f) your instructions, and/or our acting in good faith and taking or refusing to take action based thereon;
- (g) the use of the Service or Third Party Services by you or anyone using your Account.

17.2. Each party will at User's sole cost and expense provide reasonable co-operation to the other party in the defence and settlement of such claim. The User will, upon its written request, be given sole authority to defend or settle such claim, provided that (a) the User keeps LPB informed of the progress of its defence or settlement and (b) the User does not compromise or settle such claim without unconditionally releasing each Indemnitee of all liability in respect of such claim.

## 18. GENERAL TERMS

18.1. **Governing law.** These Terms of Use and all matters relating to your access and use of the Service and Website shall be governed by and construed in accordance with the laws of Singapore, without giving effect to any conflict of laws rules or provisions.

18.2. **Jurisdiction.** The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Singapore with respect to any dispute or claim arising out of or in connection with the Terms.

18.3. **Severability.** If any provision of these Terms of Use is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Terms of Use shall continue in force save that such provision shall be deemed to be deleted.

18.4. **Force majeure.** We shall not be liable for any failure or delay in the performance of our obligations or the operation of the Service or Website or any unavailability thereof that is due, in whole or in part, directly or indirectly to an event, circumstance or failure which is beyond our reasonable control including (i) acts of God, nature, court or government; (ii) strikes, lockouts, industrial action or labour disputes; (iii) riots, civil unrest, war or threat of war, criminal or terrorist acts; (iv) epidemic, quarantine restrictions; (v) disruption to supply lines, and general failure or impossibility of the use of aircraft, shipping, aircraft, motor transport or other means of public or private transport, or political interference with the normal operations of any party; (vi) utility failures, power outages, failure or interruption in public or private telecommunication networks, communications channels or information systems used in the provision of



services; (vii) acts or omissions of the provider of telephone data communication lines, or any third party service provider or party for whom we are not responsible; (viii) delay, failure or interruption in, or unavailability of, third party services and Linked Websites; and (ix) viruses, other malicious computer codes or the hacking by any party of the Service or Website, third party services or Linked Websites.

18.5. **Assignment.** We may transfer our rights and obligations under these Terms to another party without notice to you, provided that this transfer does not reduce your warranties under the Terms. You may not transfer any of your rights or obligations under these Terms to another party.

18.6. **Waiver.** Failure or neglect by us to enforce at any time any of the provisions in these Terms of Use shall not be construed or deemed to be a waiver of our rights hereunder, nor in any way affect the validity of the whole or any part of these Terms of Use or prejudice our right to take subsequent action. No waiver of any rights or remedies by us shall be effective unless made in writing and signed by an authorised representative of LPB.

18.7. **Scope of the Agreement.** Each of the parties acknowledges that it is not entering into this Agreement in reliance upon any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other party before the execution of this Agreement. Each of the parties waives all rights and remedies which, but for this clause, might otherwise be available to it in respect to any such representation, warranty, collateral contract or other assurance, provided that nothing in this clause shall limit or exclude any liability for fraud.

18.8. **Relationship.** Nothing in these Terms of Use shall constitute or be deemed to constitute an agency, partnership or joint venture between us and you and neither party shall have any authority to bind the other in any way.

18.9. **Third party rights.** A person or entity who is not a party to these Terms shall have no right to enforce any term herein, regardless of whether such person or Entity has been identified by name, as a member of a class or as answering a particular description.

18.10. **Notices to you.** You agree that we may provide notices to you by posting it on the Website, emailing it to the email address in your Account, or mailing it to the street address listed in your Account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to the Website or emailed to you unless we receive notice that the email was not delivered, or three (3) business days after it is sent by postal mail.

18.11. **Notices to LPB.** Unless otherwise stated in these Terms, notices to us must be emailed to us at [contact@petiteboutique-sg.com](mailto:contact@petiteboutique-sg.com). If you have any questions or concerns about these Terms or any issues raised in these Terms or on the Service or Website, please contact us at [contact@petiteboutique-sg.com](mailto:contact@petiteboutique-sg.com).