

Terms of Use

1. Introduction

- 1.1. This website (“**Website**”) or mobile application (“**App**”) known as **iPrivilege** is provided by us, Knight Frank Property Asset Management Pte Ltd. (“**KFPAM**”).
- 1.2. By browsing, accessing or using this Website, or by downloading, installing or using this App, you hereby expressly acknowledge and agree to be bound by these Terms of Use.
- 1.3. Please read these Terms of Use carefully and check back periodically as we update them from time to time. Each time you use this Website or this App, you signify your agreement to the latest version of these Terms of Use that is in force.

2. Contact Details / Customer Support

- 2.1. If you have any questions, comments or complaints, please contact our customer support at:

Telephone Hotline: +65 6848 5678

(Available from 9am to 5.30pm (Singapore time) on Mondays to Fridays, excluding public holidays)

Email: enquiries@kfpam.com.sg

3. Intellectual Property of KFPAM

- 3.1. The intellectual property rights in this Website or App, including all of its information content, databases, compilations, designs, text, graphics, photos, videos, music, sound, and their selection and arrangement, and all software (including applets and scripts and underlying source code), vest solely in KFPAM or our licensors. All rights are reserved exclusively to KFPAM and our licensors. You acknowledge and agree that you have no right, title or interest in any such intellectual property.
- 3.2. All rights (including goodwill) in the iPrivilege name and trade mark are owned by KFPAM or our licensors. Any other product, service or company names and trademarks which may appear on this Website or App are the names and trademarks of their respective owners.
- 3.3. This Website or App is provided for your non-commercial, personal use only and must not be used for business or commercial purposes. You may not reproduce, modify, copy or

distribute or use for commercial purposes any part of this Website or App without KFPAM's permission.

- 3.4. KFPAM grants you a limited, non-exclusive, non-transferrable, revocable licence to download and use the App on a computing device that you own or control, solely for your own personal, non-commercial use.
- 3.5. You may retrieve and display the content of this Website or App on a computer screen, store such content in electronic form or print one copy of such content, solely for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.

4. User Content

- 4.1. If you provide KFPAM with any content or material (including designs, text, graphics, photos, videos, music and sound recordings) using this Website or App or by any other means (e.g. by email), you grant us a non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable right and licence to use, copy, modify, adapt, translate, publish and distribute world-wide any such content or material by any means and in any media now known or to be developed in the future. To the fullest extent permitted under applicable law, you agree not to assert any moral rights or other intellectual property rights in respect of any use of such content or material by KFPAM or third parties authorised by KFPAM.
- 4.2. KFPAM takes no responsibility and assumes no liability for any content or material provided by users of this Website or App. We are not obliged to monitor and review any such content or material. However, we reserve the right to censor, edit, remove or prohibit the transmission or receipt of any such content or material if we deem it inappropriate or in violation of these Terms of Use. During monitoring, the content or material may be examined, recorded or copied, and your use of this Website or App constitutes your consent to such monitoring, copying and review.

5. User Ideas

- 5.1. KFPAM welcomes any comments and feedback from you. However, all ideas, suggestions, proposals, comments or feedback disclosed or offered by any means to KFPAM by you will not be treated by KFPAM as confidential or proprietary to you or any third party. KFPAM shall have no obligation in relation to your Idea, including any obligation to consider your Idea, to keep it confidential, to return any materials submitted or to acknowledge receipt of your Idea. You agree that KFPAM shall be entitled to use and disclose the Idea for any purpose whatsoever, commercial or otherwise, and in any manner

as KFPAM shall deem fit, without giving any acknowledgement, compensation or reference to you or any third party.

6. Third Party Links

- 6.1.** This Website or App may contain links to websites which are not operated or managed by KFPAM (“**Other Sites**”). All Other Sites are provided only for your information and convenience and not as an endorsement of any third party products or services. KFPAM has no control over and does not accept or assume any responsibility for the Other Sites or for any third party products or services. Your use of any Other Sites or any third party products or services is entirely at your own risk.
- 6.2.** Similarly, third party web sites may link or refer to this Website or App. Such links do not necessarily mean that we are associated or affiliated with or approve of the third party or its goods and services. Your reliance on any third party statements of association or affiliation with us or our approval is at your own risk.

7. Third Party Products and Services

- 7.1.** This Website or App contains information about Merchants (defined in Section 8.1), other users of this Website or App and their respective products and services. All such information is provided only for your information and convenience and not as an endorsement of any Merchant or other user of this Website or App or their respective products or services. You are solely responsible for verifying all information directly with the applicable Merchant or user of this Website or App before relying on such information.
- 7.2.** Your purchase, order, booking and/or use of any product or service of a Merchant or other user of this Website or App may be subject to specific terms and conditions imposed by the Merchant or other user of this Website of App, including without limitation terms and conditions relating to tax, shipping, delivery, special offers, discounts, refunds, reservations, cancellations and changes. You are solely responsible for verifying these specific terms and conditions directly with the Merchant or other user of this Website or App, before you make a purchase, order, booking or payment for any products or services.
- 7.3.** Prior to entering into any transaction with a third party, it is your responsibility to check the background of that party, including their place of origin, their address, mode of payment, and any other matters that are important to you.

8. Your Dealings with Merchants and other Users

- 8.1.** You acknowledge that KFPAM is not the manufacturer or supplier of any of the products or services displayed or advertised on this Website or App. Instead, KFPAM merely provides an electronic marketplace in which you may contact and arrange transactions with suppliers of the products and/or services (each a “**Merchant**”) or other users of this Website or App. KFPAM is not a party to any transactions or communications between you and any Merchant or other user of this Website or App. KFPAM has no control over and does not guarantee the quality, safety or legality of the products or services of any Merchant or other user of this Website or App, the ability of any Merchant or other user of this Website or App to sell any item or fulfil any order, the truth or accuracy of any information provided by a Merchant or other user of this Website or App, or that the Merchant or other user of this Website or App will actually complete a transaction.
- 8.2.** If you have a dispute with any Merchant or any user of this Website or App, you agree that you shall have no recourse against KFPAM (or any of our officers, directors, agents, subsidiaries, joint ventures and employees) in respect of such dispute and you hereby release KFPAM from any and all claims, demands and damages (actual and consequential) arising out of or in connection with such disputes.
- 8.3.** KFPAM is not responsible and assumes no liability whatsoever, and you shall not hold KFPAM responsible or liable for the acts or omissions of any Merchant or user of this Website or App or any dealings whatsoever between you and a Merchant or other user of this Website or App, whether or not such dealings have been facilitated by KFPAM or conducting on or through this Website or App.

9. User Account Registration

- 9.1.** To use certain services available on this Website or App, you will be required to register for a user account (“**User Account**”).
- 9.2.** Upon successful registration, you will be assigned a password and user ID to access and use the User Account (“**passcodes**”). You are solely responsible for the proper use and confidentiality of your passcodes. You shall ensure that you have at all times full control of and over the use of all such passcode. KFPAM shall be entitled to treat all communications, transactions and other activities occurring under or referable to any such passcodes as having been carried out by you or on your behalf and with your knowledge and authority. KFPAM shall not be liable for any losses, damage, costs, fees or expenses arising out of or in connection with any communication, transaction or activity carried out under or referable to any passcodes assigned to you.
- 9.3.** All User Accounts are non-transferable. You shall not allow any third party to use the User Account assigned to you without KFPAM's prior written approval.

- 9.4. You may only maintain one User Account at any one time. Any additional User Accounts shall be subject to KFPAM's prior written approval.
- 9.5. In applying for registration of a User Account, you represent and warrant to KFPAM that (a) all registration information you provide is true, accurate, current, and complete to the best of your knowledge and belief and that you will promptly inform us of any changes to such information by updating your User Account profile; (b) you are at least 21 years of age and capable of forming legally binding contracts; and (c) you are and will be legally, financially and morally responsible for all activities that occur under your User Account. You agree to provide KFPAM with such proof of identity and other documentary evidence as we may reasonably request or require in order to verify our records of your personal particulars.
- 9.6. All User Accounts must be registered with a valid personal email address that you access regularly, so that, among other things, KFPAM may communicate with you by email in respect of the management and administration of your User Account. Any User Accounts which have been registered with someone else's email address or with temporary email addresses may be closed by KFPAM without prior notice. KFPAM may require users to re-validate their User Accounts from time to time in order to ensure that the User Accounts are still active and registered with a valid email address.
- 9.7. KFPAM reserves the right to close any User Account if we believe that the user of the User Account is using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple registration accounts, or if a non-Singapore user pretends to be a Singapore user, or disrupts the smooth operation of this Website or App in any way or disrupts or annoys other users of this Website or App.

10. **Payment**

- 10.1. KFPAM may use third party services to verify identity, secure and protect your credit card information and process payments made by means of this Website or App (the "**Payment Service**").
- 10.2. You undertake not to use the Payment Service in an unlawful or fraudulent manner. In particular, you shall not make any online payment using a credit card or payment instrument other than your own or without the prior consent of the lawful holder thereof.
- 10.3. You agree to cooperate in relation to any financial crime screening that is required and to assist us in complying with any prevailing laws or regulations in place.
- 10.4. You shall be responsible to resolve any disputes with your credit card company on your own.

- 10.5.** Without prejudice to the other provisions of these Terms of Use, KFPAM shall not be responsible for any malfunction in any computer system, software or any Internet access service provider that may affect the accuracy or timeliness of the online transmission of payment instructions. KFPAM also shall not be responsible if any credit card or other information provided is incorrect or if payment instructions are not given sufficiently in advance to allow for timely payment or if payment instructions cannot be carried out for any reason beyond our control.
- 10.6.** KFPAM will not entertain any requests for refund of payments made, except in cases of excess payment due to an error by the Payment Service. KFPAM will refund sums paid in excess by such means as we may deem fit but we shall not be obliged to make any payment of interest or any compensation to you in respect any such excess payment.
- 10.7.** KFPAM reserves the right, at our sole discretion, without prior notice and without liability to any person, to reject any order or purchase without assigning any reason.

11. Acceptable Use Policy

- 11.1.** You undertake that, when browsing, accessing or using this Website, or downloading, installing or using this App, or communicating or transacting with KFPAM, any Merchant or any other user of this Website or App, you shall not do or attempt to do or permit any other person to do or attempt any of the following:

1.1.

- (a) Engage in or encourage any conduct or make any statement which is or is likely to be in contempt of court or in breach of confidence, or in violation of any intellectual property rights, rights of personality, publicity or privacy or any other third party rights.
- (b) Engage in or encourage any conduct or make any statement which is or is likely to be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world.
- (c) Engage in or encourage any conduct or make any statement which is or is likely, in KFPAM's opinion, to restrict or inhibit any other person from properly using or enjoying this Website or App.
- (d) Furnish false, inaccurate or misleading information, use credit/debit card details fraudulently, enter into fraudulent interactions or transactions with KFPAM or any third party (including by entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or by using a false or fictitious identity).

- (e) Incite hatred against any ethnic, religious or any other minority or engage in or encourage any conduct or make any statement which may be defamatory, libelous, inflammatory, sensitive as to race, religion or gender, threatening, of an indecent, obscene or menacing character, blasphemous or otherwise offensive to any individual or group.
- (f) Engage in or encourage any conduct or make any statement which is not or is not likely to conform to accepted Internet practices and practices of any connected networks.
- (g) Use this Website or App for any purpose other than which KFPAM has designed them or intended them to be used.
- (h) Interfere with the proper working of this Website or App or any activities conducted on this Website or App.
- (i) Circumvent, manipulate, undermine or bypass any limits, restrictions, controls, rules or requirements imposed by KFPAM to regulate the access to and use of this Website or App.
- (j) Distribute or post spam, chain letters, or pyramid schemes.
- (k) Distribute materials (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) that may harm this Website or App, or the interests or property of other users of this Website or App.
- (l) Harvest or otherwise collect information about other users of this Website or App, including email addresses, without their consent.
- (m) Intercept any communications transmitted by way of a telecommunications system.
- (n) Access or use this Website or App in such a way as to, or commit any act that imposes or is likely or calculated to impose an unreasonable or disproportionately large load on KFPAM's infrastructure.
- (o) Execute any form of network monitoring which will intercept data not intended for you.
- (p) Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from this Website or App without the prior express written permission of the KFPAM and applicable third party.

11.2. On the issue of whether or not you are in violation of the acceptable use policy stated in Section 11.1, KFPAM's decision shall be final, conclusive and binding on you.

12. Disclaimer of Liability

- 12.1.** This Website or App (A reference herein to which shall include without limitation. All content and material made available by this website or app) is provided on an "As is" and "As Available" basis. To the fullest extent permitted by law, KFPAM disclaims any and all representations, conditions and warranties of any kind, Express, Implied, Statutory or otherwise, in relation to this website or app or any third party products or Services obtained by the use of this website or app, including without limitation. All implied conditions and warranties of satisfactory quality, merchantability, fitness for a particular purpose and noninfringement of third party rights. KFPAM makes no representation or warranty that (a) This website or app will be available or complete or error-free or that the use or performance of this website or app will be secure, timely or uninterrupted or that this website or app will operate in combination with any other hardware, software, system or data, (b) Any content on this website or app will be accurate or reliable, (c) This website or app will meet your requirements or expectations, (d) Any products, services, information, or other materials purchased or obtained by you by using this website or app will meet your requirements or expectations, (e) Errors or Defects in this website or app will be corrected, or (f) This website or app or the server(s) that make this website or app available are free of viruses or other harmful components. You acknowledge and agree that the entire risk arising out of or in connection with your use of this website or app and any third party products or services remains solely and absolutely with you and you shall have no recourse whatsoever to KFPAM.
- 12.2.** KFPAM also does not warrant the security, confidentiality, authenticity or integrity of any communications and data transmissions over the Internet as such risks cannot be eliminated from communications and data transmissions over the Internet. KFPAM further does not warrant that any communications via this Website or App will be transmitted accurately, reliably, in a timely manner or at all. Accordingly, the transmission of any communication or data over the Internet, whether through this Website or App or otherwise, shall be solely at your own risk.
- 12.3.** You are solely responsible for obtaining at your own expense the Internet connectivity, telecommunication links, computing hardware and software necessary for access to and use of this Website or App. KFPAM shall not be liable for any telecommunications or other costs or expenses that you may incur to use and access this Website or App, nor shall KFPAM be responsible for your use of incompatible or unauthorized device or software.

13. Exclusion Of Liability

- 13.1.** To the extent permissible by law, KFPAM, our licensors and our respective holding companies, subsidiaries, subsidiaries of our respective holding companies, affiliates, officers, directors, members, employees, attorneys and/or agents (each a “**KFPAM Party**” and collectively the “**KFPAM Parties**”) shall not be liable to you or any third party for any indirect, incidental or consequential losses or damage whatsoever, including without limitation loss of revenue, loss of actual or anticipated profits, loss of contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or loss of, damage to or corruption of data, even if any of the KFPAM Parties has been advised of the possibility of such loss or damage.

14. Indemnity

- 14.1.** You shall defend, indemnify and hold harmless the KFPAM Parties from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (a) your misuse of this Website or App, (b) your misuse of a Voucher, (c) your dealings with any Merchant and/or (d) your violation or breach of any of these Terms of Use or the applicable law.

15. Modifications, Suspension or Termination

- 15.1.** KFPAM reserves the right to, at any time, without prior notice or compensation (a) modify any part of this Website or App, including without limitation by adding, removing or changing any of its contents or functionalities or any information regarding a Merchant or its products or services, or (b) suspend, withdraw, restrict or terminate access to this Website or App.
- 15.2.** KFPAM reserves the right to, at any time, without prior notice or compensation to suspend, revoke or restrict your access to and use of this Website or App or any User Account we believe is connected to you, or remove or modify any content or material posted or otherwise made available by you or through a User Account we believe is connected to you if: (a) you have breached or we suspect that you may or will breach any of these Terms of Use, (b) your User Account is or has been inactive for a prolonged period of time; or (c) we believe there are security reasons for doing so.
- 15.3.** KFPAM reserves the right to block access to and/or to edit or remove any content or material which we believe is posted or made available in violation of these Terms of Use.
- 15.4.** KFPAM’s exercise of any rights under these Terms of Use is without prejudice to any other rights or remedies which we have hereunder or under any applicable law.

16. Personal Data Protection

- 16.1.** KFPAM handles your personal data in accordance with our Privacy Policy. By using this Website or App, you consent to such handling of your personal data.

17. Force Majeure

- 17.1.** KFPAM shall not be liable for any failure to perform any obligations under these Terms of Use if such failure results from causes beyond its reasonable control, including without limitation acts of God, civil or military authority, civil disturbance, wars, strikes, lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, riot, failure of any telecommunications or computer system, requirement of any applicable law, accident (or by any damage caused by any of such events).

18. Notices

- 18.1.** Any notice to be given under these Terms of Use to KFPAM shall be in writing and sent by hand or pre-paid registered mail to Knight Frank Property Asset Management Pte Ltd, 160 Paya Lebar Road, Orion@ Paya Lebar #05-05, Singapore 409022 and marked “Attention: Legal Department”, unless otherwise notified by KFPAM.
- 18.2.** Any notice to be given under these Terms of Use to you shall be in writing and sent by hand, pre-paid registered mail or by email to the address or email address you provide when you register for a User Account, update your User Account profile or otherwise communicate with us.
- 18.3.** Notices sent as described in above shall be deemed to have been received: (a) in the case hand delivery, on the day of delivery; (b) in the case of pre-paid registered mail, three (3) working days from the date of posting and (c) in the case of email, within 24 hours after sending, unless the sending party receives a notice that the email address is invalid.

19. Governing Law and Dispute Resolution

- 19.1.** These Terms of Use shall be governed by and construed in accordance with Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.
- 19.2.** The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

20. Amendment of these Terms of Use

- 20.1.** KFPAM may amend these Terms of Use at any time by posting the amended terms on this Website or App, and all amended terms shall be effective immediately after they are posted.
- 20.2.** No amendment of these Terms of Use by you shall be binding on KFPAM unless it was made in writing and signed by you and KFPAM.

21. Rights of Third Parties

- 21.1.** These Terms of Use apply equally to and are for the benefit of the KFPAM Parties and each KFPAM Party shall have the right to assert and enforce the provisions of these Terms of Use directly or on its own behalf. No other third party shall have any right to enforce any of these provisions under the Contracts (Right of Third Party) Act (Cap.53B) or any other theory of law.

22. General

- 22.1.** These Terms of Use constitute the entire agreement between you and KFPAM and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, on this subject matter. Except as expressly stated in these Terms of Use, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law. These Terms of Use shall be binding upon and inure to the benefit of you and KFPAM and our respective successors and permitted assigns. You shall not assign your rights or delegate or transfer your obligations and duties under these Terms of Use to any third party without KFPAM's prior written consent. KFPAM may freely assign our rights or delegate or transfer our obligations and duties under these Terms of Use. Any waiver of rights shall be in writing and shall not prevent you or KFPAM from exercising the same or any other right in future. The invalidity, illegality or unenforceability of any part of these Terms of Use shall not affect the validity, legality and enforceability of the other parts of these Terms of Use. Nothing in these Terms of Use creates a joint venture, partnership, relationship of employment or agency between you and KFPAM. You do not have authority to contract on behalf of or bind KFPAM. The rights and remedies under these Terms of Use are cumulative and not exclusive of any other right or remedy provided by law or equity. The headings used in these Terms of Use are included for convenience only and will not limit or otherwise affect the provisions herein.