

## **TERMS AND CONDITIONS OF USE**

These terms and conditions (the "Terms and Conditions of Use") apply to the use of the website of Toshiba Data Dynamics Pte. Ltd. ("Toshiba Data Dynamics") at [www.toshibadata.com.sg](http://www.toshibadata.com.sg) (the "Website"). By accessing or using the Website, you agree to be bound by the Terms and Conditions of Use. If you do not accept the Terms and Conditions of Use, please refrain from accessing or using the Website.

### **Terminology**

In the Terms and Conditions of Use, the expressions "we", "us" and "our" are a reference to Toshiba Data Dynamics.

### **Amendments to Terms and Conditions of Use**

We reserve the right to amend the Terms and Conditions of Use at any time without notice and such amendments will be effective immediately. Your continued access and/or use of the Website will represent an agreement by you to be bound by the Terms and Conditions of Use as amended.

### **Disclaimer**

To the extent permitted by law, we shall not be responsible for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising out of your use of the Website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through the Website.

To the extent permitted by law, any condition or warranty which would otherwise be implied into the Terms and Conditions of Use is hereby excluded.

### **Specific Warnings**

We do not warrant that the material and information contained herein is appropriate or available for use in any location or jurisdiction. You must ensure that your access to or use of the Website is not illegal or prohibited by laws which apply to you.

You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your access or use of the Website or any linked website.

While we have no reason to believe that any information (including information relating to specifications, features and/or prices of our products and services displayed and/or made available on the Website) contained on the Website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep the Website updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on the Website. The specifications, features and/or prices of the products or services displayed and/or made available on the Website are subject to change at any time without notice. The products and services displayed on the Website are made available only at our discretion and the availability of such products and services may be withdrawn or amended at any time without notice. The processing of orders, delivery and provision of the products and services displayed and/or made available on the Website are subject to a separate set of terms and conditions from these Terms and Conditions of Use.

Responsibility for the content of any advertisements appearing on the Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and/or services and each advertiser is solely responsible for any representations made in connection with its advertisement.

### **Copyright**

Copyright in the Website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. You may not in any form or by any means:

- adapt, modify, reproduce, store, distribute, print, display, perform, publish, transmit or create derivative works in any form or by any means from any part of the Website; or
- commercialise any information, products or services obtained from any part of the Website; without our prior written consent.

By submitting information, ideas, suggestions, documents, and/or proposals to us through the Website, you agree and acknowledge that (a) you will not include any content that is or could be unlawful, defamatory, offensive, obscene, dangerous or false or any content that is protected by copyright or other intellectual property right, without first obtaining permission of the copyright owner or rights-holder, or any contents that contain any viruses, bugs or other harmful elements, (b) you hereby grant us a perpetual, worldwide, irrevocable, non-exclusive, royalty-free and sub licensable right and licence to use and exercise all copyright and publicity rights you have in any media and for any purpose and (c) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances.

### **Trade Marks**

You must not use any of our trade marks without our prior written consent.

### **Restricted Use**

You shall not, without our prior written consent, sell or rent any information obtained from the Website.

You shall not assume a false identity or the identity of another user when using the Website.

You shall not use the Website for any unlawful or illegal activities, including but not limited to spamming, harassing or otherwise causing distress to other users, posting or transmitting on any place on the Website any message or material that is libellous, defamatory or offensive, perpetuating or abetting any breach of security, fraud, criminal act or offence.

You may provide links to the Website from other websites or server provided that:

- (a) your link is only directed to the Website's homepage at <https://www.toshibadata.com.sg> ;
- (b) you do not remove, edit or obscure, by framing or otherwise, any content on the Website.
- (c) you give us prior notice of such links via e-mail or registered post; and
- (d) you forthwith terminate your links to the Website upon any request by us from time to time

You agree to defend, indemnify and hold us, our officers, directors, employees and agents harmless immediately on demand from and against all claims, losses, liability, damages, costs and expenses (including reasonable legal fees) in connection with or arising out of any breach of the Terms and Conditions by you or any other liability arising out of your access or use of the Website.

### **Linked Websites**

The Website may contain links to other websites (the "linked websites"). These links are provided for convenience only and we do not warrant the accuracy or currency of the linked websites.

We are not responsible for the content associated with the linked websites. If you decide to access the linked websites, you do so entirely at your own risk.

Our links with the linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of the linked websites, or of any information, graphics, materials, products or services referred to or contained on the linked websites, unless and to the extent stipulated to the contrary. We reserve the right to terminate any link to the linked websites at any time.

### **Privacy Policy**

Your access and/or use of the Website is subject to our Privacy Policy available at <https://www.toshibadata.com.sg/images/master/PrivacyPolicy.pdf>.

### **Security of Information**

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. We do not guarantee that any e-mails or any transmission of information sent via the Website will be received by us if sent from you or by you if sent from us. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

### **Termination of Access**

Access to or use of the Website may be terminated at any time by us without notice. Our Disclaimer will nevertheless survive any such termination.

### **Severability**

If any of the provision of the Terms and Conditions of Use is held invalid, unenforceable or illegal for any reason, the remainder of the Terms and Conditions of Use shall continue to have full force apart from such provision which shall be deemed deleted.

### **Third Party Rights**

A person who is not a party to any agreement governed by the Terms and Conditions of Use has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any terms of such agreement.

### **Governing Law**

The Terms and Conditions of Use are governed by the laws in force in Singapore.

**Dispute Resolution**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Tribunal shall consist of one (1) arbitrator.

The language of the arbitration shall be English.