

# Terms of Use of Website

1 September 2024

Peak Three Holding Pte. Ltd. (formerly ZA Tech Global Holding Pte. Ltd.) (“we” or “us”) owns the website located at <http://www.peak3.com>, its sub-domains, and any associated local sites (the “Website”). The “Peak3 Group” means each of or collectively Peak Three Holding Pte. Ltd. and its subsidiaries and affiliates.

By continuing to browse the Website, you agree to the following Conditions of Use:

## Use of the Website

The Website contains information on us and the products offered by us and other members of the Peak3 Group, and includes links to our local websites and other sub-sites (collectively “local site(s)”). Your use of our Website is governed by these conditions of use (“Conditions”), our Cookie Policy and Privacy Policy.

These Conditions are binding on you and us in relation to your use of the Website. Your use of the Website constitutes your acceptance of these Conditions.

## Products and services

Products and services as described in our Website are available only at our discretion or that of the relevant Peak3 Group member, subject to the individual contractual terms and conditions on which those products and services are offered (“Product Terms and Conditions”). In the event of conflict between (1) these Conditions and a local site’s terms and conditions, and (2) the Product Terms and Conditions, the Product Terms and Conditions shall prevail.

## Jurisdiction and restrictions

We control the Website from Singapore. The information contained in the Website and our services are not intended for distribution to or use by any persons in any jurisdiction where such distribution or use breaches any local law or regulations. If you access the Website from other locations, you do so at your own risk. Please ensure you comply with local laws and regulations applicable to you before using the Website or our products or services. These Conditions are governed by and construed according to Hong Kong laws. Any dispute, controversy or claim arising out of or in connection with these Conditions shall be subject to the exclusive jurisdiction of the Hong Kong courts. However, we retain the right to bring proceedings against you for breach of these Conditions in your country of residence or any other relevant country.

## Use of information and materials

We only offer products and services available on the Website in jurisdictions where we may lawfully do so.

The information and material on the Website are not an offer, solicitation, invitation, advice or recommendation for products or financial services. The full range of products or services may not be available in your country.

Use of the products or services described on the Website may not be permitted in some countries. These products and services may be withdrawn or amended at any time without prior notice.

## Personal data

We will handle your personal data collected on the Website in accordance with our Privacy Policy, which may be amended or replaced from time to time. You should check for any updates of our Privacy Policy.

Please read our Privacy Policy carefully before inputting or uploading any of your data on the Website. By using the Website, you must have read and understood our Privacy Policy and consent to us

handling and disclosing your personal data, including sensitive personal data in accordance with our Privacy Policy.

To protect the privacy and confidentiality of you and others, please think before you input or upload any private or confidential information of any person, including, but not limited to, personal image or data, account or credit card number, user ID or password, onto or via the Website.

### **Cookies**

We use cookies to tailor your experience, measure site performance and present relevant advertisements. Our use of cookies is set out in our [Cookie Policy](#). If you do not accept our use of cookies, you may disable cookies on your computer or do not use the Website.

### **Acceptable use**

You understand that all information, data, text, software, music, sound, photographs, graphics, video messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not us, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Website. We do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we or our licensors, suppliers, vendors, parent, holding, subsidiary or related companies, affiliates, officers, agents or employees, as the case may be, be liable in any way for any Content, including, but not limited to, any exposure to offensive, indecent or objectionable Content, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Website.

You agree not to use the Website to:

- (a) compose or upload, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, subversive, hateful, or racially, ethnically or otherwise objectionable or contrary to public interest, public order or national harmony in all relevant jurisdictions;
- (b) compose or upload, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- (c) compose or upload, or otherwise make available any Content that infringes any patent, trademark, copyright or other proprietary rights of any party;
- (d) compose or upload, or otherwise make available any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or hurt the functionality of any computer software or hardware or telecommunications equipment; or
- (e) collect or store personal data about other persons in connection with the prohibited conduct and activities set forth in sub-paragraphs (a) to (d).

### **Data and material submitted**

Whenever you use a feature of the Website that allows you to upload any Content, you must comply with the content standards set out in our terms of acceptable use specified above. You warrant that any such contribution will comply with those standards, and you will indemnify us for any breach of that warranty.

You also agree that:

(a) we have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you via the Website constitutes a violation of their intellectual property rights or of their right to privacy;

(b) to the extent that you do have any intellectual property rights in any Content that you upload via the Website, you grant us and our affiliates and agents a non-exclusive, royalty free, worldwide license to use, copy, amend, edit and distribute to third parties any such Content for any purpose;

(c) we will not be responsible, or liable to any third party, for the content or accuracy of any Content posted by you;

(d) we have the right to remove any Content you upload to or make available via the Website if, in our opinion, such Content does not comply with the content standards set out in our terms of acceptable use specified above; and

(e) we can delete in whole or in part any Content you upload to or make available via the Website at any time without notice to you.

### **Social media**

When using our social media platforms, you accept and acknowledge the following terms and warnings:

(a) to safeguard your accounts, do not post any sensitive information such as bank account number, credit card number, password etc. and other personal details on social media;

(b) we will not ask for your account information or sensitive personal information on social media;

(c) we reserve the right to remove your comments or posts containing offensive, aggressive, condescending, or inappropriate language, off-topic comments, and any marketing or commercial content;

(d) you shall not impersonate any person or falsely claim to belong to or represent any organization;

(e) by posting on our social media channels, you understand that your posts may be freely used by us in any way and in any media;

(f) we do not endorse or take responsibility for content posted by third parties on our social media channels; and

(g) we reserve the right to permanently block individuals or groups who post inappropriate content or otherwise breach any of these terms.

### **Disclaimer**

Although care has been taken in preparing the material and information contained on the Website, we do not make any representations or warranties in relation to such contents. We make no representation or warranty regarding non-infringement, security, accuracy, reliability, timeliness, completeness, fitness for a purpose, or freedom from computer viruses in connection with such material and information. We accept no liability and will not be liable for any loss or damage arising from your access to the Website, howsoever arising, including any loss, damage or expense arising from any defect, error, imperfection, fault, mistake, unavailability or inaccuracy of the Website.

Factual or statistical data may be presented in approximate, summary or simplified form and may change over time. Although efforts have been made to ensure accuracy, our site editors may have relied on external statistical data which may not in fact be accurate.

The Website may contain materials written by or information provided by third parties. We do not guarantee such material's or information's accuracy and reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions. All opinion or analysis expressed are those of the author and do not reflect the views of the Website Group.

We do not represent or warrant the accuracy, functionality or performance of any third party software that may be used in connection with the Website. You should familiarise yourself with the terms of service applicable to any third party software that may be used in connection with the Website and/or any of the services.

### **Transmitting over the Internet**

Due to the nature of the Internet, messages and transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. We are not liable for malfunctions to communications facilities not under our control that may affect the accuracy or timeliness of messages and

transactions you send. We have a right to delay or refuse to act on an instruction if we are aware of any actual or suspected breach of security or if we determine in our sole discretion that there are other suspicious circumstances relating to the use of the Website.

### **Email**

Email messages sent to us over the Internet cannot be guaranteed to be completely secure. We are not responsible for any damages incurred by you if you send a message to us, or if we send a message to you at your request, over the Internet.

### **Hyperlinks**

Any inclusion of hyperlinks on the Website does not imply any endorsement of the material on such sites. Any hyperlinks on the Website exist for information purposes and are for your convenience only. We are not responsible for the contents of third party websites. You access those sites or downloadable contents at your own risk and we are not responsible for any difficulties or consequences associated with such access or downloading. If you visit third party websites, then your rights and obligations while using those sites will be governed by the agreements and policies of those third party sites.

### **Limitation of liability**

We accept no liability for any loss or damage (including special, incidental or consequential loss or damage) arising directly or indirectly from your use of the Website, including loss or damage arising from: (a) any defect, error, imperfection, fault, mistake or inaccuracy with the Website, its contents (including content from third party providers), associated services, or due to any unavailability of the Website or any local site(s) or any part thereof or any contents or associated services; (b) action taken, or not taken in reliance on material, content or information contained on the Website; or (c) any computer viruses or similar items or processes arising from your use of the Website. You click on any hyperlinks or download any software or data from the Website at your own risk.

### **Third party products and services**

The Website may from time to time provide information to users about third parties who may be prepared to make available to users goods, products or services or offers or discounts that are not offered or provided by us ("Merchandise"). We are not party to any contractual arrangements entered into between you and the provider of such Merchandise unless otherwise expressly specified by us. We make no and/or disclaim all representations and warranties with respect to availability, merchantability, or fitness for a particular purpose, in relation to the provision of the Merchandise. We will not be responsible and shall in no event be liable for any damages relating to the unavailability, use, or performance of the Merchandise mentioned in the Website.

### **User indemnity**

You will indemnify, hold harmless and defend us against any actions, claims, other liabilities and all costs suffered or incurred as a result of your access or use of Website, including but not limited to the breach of these Conditions by you.

## **Intellectual property rights**

All rights (including, but not limited to, copyright) in relation to the contents (including, but not limited to, trademarks, text, graphics, images, links and sounds) contained on the Website are owned by or licensed to us or other members of the Peak3 Group, and such contents may not, unless expressly permitted on the Website, be copied, modified, downloaded, distributed, published, reused, reposted, reverse engineered, decompiled or made any use of in any way without our prior written consent, or that of other members of the Peak3 Group or its licensors.

All trademarks used or referred to in this website are the property of their respective owners, no permission or licence is granted to use any such trademarks, logos or service marks without our prior written consent.

In relation to any information or material you submit to us using the Website and/or to our social media accounts, you hereby grant to us or other members of the Peak3 Group a worldwide, royalty free, perpetual, irrevocable, sub-licensable right and licence to use such information or material for any purpose we deem appropriate, including without limitation, the copying, modification, transmission, distribution and publication thereof, unless restricted by applicable law. You represent and warrant that such information or material you submit does not infringe the rights of any third party.

You agree that we shall not be under any obligation of confidentiality to you regarding any such information or material submitted to us using the Website and/or our social media accounts unless otherwise agreed in a separate direct contract between us or required by law.

## **Out of date**

The Content provided in the Website may be out of date at any given time. We are not obliged to update the Content on the Website.

## **Severability**

If any one or more of these Conditions, or their application in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that term or condition in any other respect and the remaining Conditions shall not in any way be impaired.

## **Termination**

We may terminate these Conditions, your access to the Website and/or your use of any service at any time, without cause or notice.

## **Modification**

We may change or update any information or material contained on the Website and the Conditions in our discretion without notice. Your use of the Website will signify your consent and acceptance to any changes made to the Conditions from time to time. We may suspend or stop the Website and/or any of its service for any reason whatsoever and are not liable for any suspension or unavailability of any contents of the Website.