# **WEBSITE TERMS OF USE**

### **GENERAL**

- Welcome to <u>www.ckbfleet.com</u> ("the Site"). The owner and operator of the Site is CKB Fleet List Pte. LtD., a company registered in Singapore with UEN 201939128E whose registered office is at 71A Peck Seah Street, Postal 079329 ('the Owner 'us' 'we' etc).
- Your use of the Site is subject to these Terms of Use ("the Terms"). By using the Site, you will be deemed to have accepted and agreed to be bound by the Terms. If you do not accept the Terms, do not use the Site.
- 3. The Owner may make changes to the Terms from time to time. You will be notified of such changes by the Owner posting the revised version of the Terms on the Site. Your use of the Site following changes to the Terms will constitute your acceptance of those changes.
- 4. The Owner uses cookies on this site to collect limited information about you. By using this Site, you consent to use of cookies for this purpose. For more information, see our <u>Cookies Policy</u>. For information about how we use your personal information, please see our Privacy Policy.
- 5. You may not create any hyperlink or other similar form of connection to the Site without the express written permission of the Owner. The use of the Site within any other website by the use of framing or otherwise is strictly prohibited, unless we agree otherwise in writing.

# USE OF THE SITE

- 6. You are responsible for all access to the Site using your internet connection, even if the access is by another person.
- 7. The Owner reserves the right to restrict or prohibit your access to the Site or part of it at any time without notice.
- 8. The Owner will use reasonable efforts to ensure that the Site is available at reasonable times, but does not guarantee that it will be, nor can the Owner guarantee that any part of the Site is error or virus free, nor that it will not cause a problem with your device or computer.
- 9. You warrant that you are over the age of 18 and you are using the Site exclusively as a business and not as a consumer.
- 10. Your use of any services on the Site, including access to the CKB Fleet, is strictly subject to your agreement to abide by our <u>Terms of Use</u>.

## INTELLECTUAL PROPERTY

11. The intellectual property rights in the Site and all of the text, pictures, photographs, literature, products, graphics and other content made available on or through it ("the Content") are owned by the Owner exclusively. You may not print, copy, reproduce, sell, develop or exploit any or part of the Content, without the Owner's express written permission.

### LIMITATION OF LIABILITY

- 12. Nothing in the Terms is intended to exclude or limit any liability for fraud, death or personal injury caused by our negligence or that may not by local laws be excluded or limited.
- 13. The Site is provided on an "as is" basis. We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it to the fullest extent permissible by laws.
- 14. The Owner (and any of the Owner's group companies and the officers, directors, employees, shareholders or agents of any of them), exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Site in any way or in connection with the use, inability to use or the results of use of the Site, any websites linked to the Site or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Site or your downloading of any material from the Site or any websites linked to the Site.

## THIRD PARTY SERVICES AND LINKS

15. The Site may provide links to other websites and online resources. The Owner is not responsible for and does not endorse such external sites or resources. Your use of third party websites and resources is at your own risk. Links to third party sites are provided for your convenience on an "as is" basis with no warranty, express or implied, for the information provided in any third party sites.

## ACCURACY OF INFORMATION

- 16. The Owner has taken reasonable care in the preparation of the contents of the Site and intends that the information is accurate at the time it is uploaded. However, such information can be subject to change and therefore the Owner does not warrant its accuracy.
- 17. In particular:
  - (a) The Content, or any part of the Content, shall not constitute a representation or warranty by us.
  - (b) Nothing on the Site shall constitute or afford the basis for any express or implied undertaking upon which you may rely; nor does anything amount to an offer.
  - (c) You acknowledge that you have not relied on any representations or warranties concerning a product or service appearing on the Site made by us.
  - (d) Your use of the Site is at your own risk. You must satisfy yourself that the information you receive it up-to-date.

### RULES OF THE SITE

- 18. Your permission to use the Site is personal to you and non-transferable. You may only use the Site for the purposes of accessing and using our Services in accordance with our Terms of Use. Your use of the Site is conditional on your compliance with the following rules, in particular, you will not:
  - (a) use the Site for any fraudulent or unlawful purpose;
  - (c) interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
  - (d) transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
  - (e) reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site or Content;
  - (f) modify, adapt, translate, reverse engineer, decompile, copy or disassemble any portion of the Site
- 19. The Owner reserves the right to revoke these exceptions either generally or in specific instances.

### **INDEMNITY**

20. You agree to indemnify and keep indemnified and hold harmless the Owner against claims, liability, damage, loss or costs arising out of your breach of the Terms or your use of the Site.

# OTHER TERMS

- 21. If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or enforceable, it shall be severed and deleted from the clause concerned and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.
- 22. No person who is not a party to this contract has any rights to enforce it under the Contracts (Rights of Third Parties) Act 1999.
- 23. The Terms (and the Owner's policy on privacy and cookies) set out the whole of our agreement relating to your use of the Site.
- 24. The Terms shall be construed in accordance with and governed by English Law and you submit to the exclusive jurisdiction of the English courts. All rights of the Owner are expressly reserved.