

TERMS OF USE

Effective Date of Terms of Use: [1st Sept 2017]

Wefluenz (M) Sdn Bhd. (ACN 19072017409469), **its related corporations, subsidiaries and affiliates (collectively referred to herein as "Wefluenz", "us", "we" or "our")**, is the owner or operator of this website or application that you are currently using. These terms of use inform all users about the standard terms and conditions that govern the use of our sites (collectively, the “**Sites**”), and related software tools, applications, functions, facilities and services, and associated media (if any) and other channels that we may make available from time to time (collectively, the “**Services**”). For the avoidance of doubt, Services includes the Sites.

YOUR AGREEMENT TO BE BOUND BY THESE TERMS

By using the Services, you (“**User**”) agree to use it in strict accordance with, and to be bound by, all of the terms and conditions contained in these Terms of Use (these “**Terms**”). **By accessing or utilizing the Services, regardless of whether or not you create an account or place an order for any product or service, you are agreeing to full and unreserved acceptance of the most current version of these Terms without exception.** If you do not agree to any part of these Terms, then you must immediately stop using the Services.

YOUR LEGAL CAPACITY TO USE THE SERVICES

If you are using the Services on your own behalf as an individual, you must be aged 21 years or over. If you are under 21 years of age, you should use the Services only in conjunction and with the consent of a parent or guardian and you must inform them about these terms and our Privacy and Personal Data Collection Policy before you use the Services. By using Services, you warrant and represent to Wefluenz that you are legally entitled to do so and to make use of the Services. If you are using the Services on behalf of an organisation or entity, then you must be duly authorised by that organisation or entity to do so. By using the Services, you warrant and represent to Wefluenz that you are duly authorised by the organisation or entity you purport to represent.

ACCESS TO THE SERVICES

Subject to your compliance with these Terms, Wefluenz grants you a limited, revocable, nonexclusive license to access the Services for your personal use. You may not sub-license your rights hereunder to a third party, and this license does not extend to any manual or automatic collection, aggregation, copying, duplication, display or derivative use of the Services (or any information or content found thereon), nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by Wefluenz. A limited exception is provided to general purpose Internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Sites.

PROPRIETARY MATERIALS

The Services contain material protected by copyright laws, trademarks, knowhow, business methods, databases and proprietary information of Wefluenz, and others, including, without limitation, Wefluenz's licensees (collectively, "**Proprietary Material**"), which may include, but is not limited to: text, software, photos, video, graphics, images, data, music and sound. You agree not to modify, publish, copy, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material without prior written authorization from Wefluenz.

CONDITIONS OF ACCESS TO YOUR USER ACCOUNT

Some aspects of the Services may require registration and login. You are solely responsible for protecting the confidentiality of your account identification and/or password and are responsible for all use of your accounts whether authorized by you or not.

PROHIBITED USES

You agree that you will not (and will not permit others) to:

1. use "robots" "spiders", "web crawlers" or other automated or robotic devices to scrape, collect or otherwise harvest information of any kind;
2. intentionally or unintentionally violate any applicable local, state, national or international law or requirement of a regulatory authority;
3. perform any action that could result in excessive usage that adversely impacts the performance of the Services for other users;
4. use the Services in any way that violates these Terms.

NO LIABILITY FOR RELIANCE

Wefluenz does not represent or endorse the accuracy or reliability of any advice, opinion, statement or any other information displayed or distributed through the Services. You acknowledge and agree that any reliance upon any such opinion, advice, statement, or other information shall be at your sole risk.

PAYMENT TERMS

If you purchase any goods or services, you agree to pay the applicable fees and taxes (if any) set forth in the offer that you accepted. Wefluenz has no liability for overdraft or other fees that you may incur as a result of the processing of your payment by our third party payment processor, or your bank or credit card company.

To purchase any goods or services from Wefluenz, you will be taken away from the Sites and directed to the payment gateway we use, via a secure connection, through which you will provide your credit card or other payment information, so that it may be passed to our third party payment processor for payment. Your payments are also subject to the terms and conditions and privacy policies of such third parties. Wefluenz will have no access to your credit card or account numbers and information when you make a payment online and Wefluenz and its affiliates, officers, directors and employees, disclaim all liability in connection with any third

party's use or misuse of same.

Please note that if you purchase any products or services, there may be terms and conditions that apply in addition to these Terms, which will be brought to your attention before you place an offer to purchase the same.

TERMINATION

Wefluenz reserves the right to immediately terminate or restrict your access to the Services at any time for any reason with or without notice, without providing you the reason for the same. Without limiting the foregoing, Wefluenz may block or terminate your access to the Services if Wefluenz, in its sole discretion, believes you are violating these Terms.

INDEMNIFICATION

You hereby agree to indemnify, hold harmless, and defend Wefluenz and its affiliated companies, and their respective predecessors, successors, and assigns, and all of their respective current and former officers, directors, shareholders, agents, and employees (the “**Indemnified Parties**”) from any and all actions, causes of action, suits, proceedings, claims, and/or demands by any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation, reasonable attorneys’ fees and costs)), which arise out of: (a) your actual or alleged breach of these Terms, (b) any negligent act or omission by you, or (c) any third party claim, action, or demand related to your use of the Services (each a “**Claim**” and collectively “**Claims**”). Wefluenz may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim. Wefluenz will provide you with reasonably prompt notice of any Claim it receives.

NO WARRANTIES

THE SERVICES ARE PROVIDED “AS IS” AND Wefluenz HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT . Wefluenz DOES NOT WARRANT THAT THE SERVICES are ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NO RIGHTS OR REMEDIES REFERRED TO IN any applicable law WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. Wefluenz EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR AN INTENDED PURPOSE, PROPER WORKMANSHIP, NON-NEGLIGENCE, NON-INFRINGEMENT, AND ANY LIABILITY IN CONNECTION WITH YOUR USE OF YOUR CREDIT CARD OR ACCOUNT INFORMATION. YOU USE THE SERVICES entirely AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES SHALL WE, OUR AFFILIATES, OR ANY OF OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY LOST BUSINESS OR LOST PROFIT ARISING OUT OF YOUR OR ANY THIRD PARTY'S USE OR THE INABILITY TO USE THE SERVICES, AND/OR THE SERVICES' CONTENT. IF YOUR USE OF THE SERVICES RESULTS IN ANY INTERRUPTION, IMPAIRMENT OR LOSS OF, OR YOUR NEED TO SERVICE, REPAIR OR CORRECT, ANY SOFTWARE, EQUIPMENT, SYSTEMS OR DATA, YOU AGREE TO

ASSUME, AND HOLD US HARMLESS FROM, ANY COSTS AND LOSSES IN CONNECTION THEREWITH.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Wefluenz OR ITS AGENTS OR EMPLOYEES OR THIRD PARTIES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATIONS ON LIABILITY

Wefluenz AND ITS LICENSORS AND ITS THIRD PARTIES ARE NOT AND SHALL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING FROM THE USE OF OR THE INABILITY TO USE THE SERVICES. THIS DISCLAIMER OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATIONS LINES FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF RECORDS, DATA, PROGRAMS OR FILES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION.

IN NO EVENT SHALL Wefluenz, ITS LICENSORS OR ITS THIRD PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICES, EVEN IF Wefluenz HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Communication Apps

The Services may make available to users certain features that may allow users to exchange messages with other users, and participate in chat rooms or similar forums for the exchange of information (collectively the “**Communication Apps**”).

You agree, through your use of the Services, that you will not use the Communication Apps to transmit any material which:

1. restricts or inhibits any other user from using and enjoying the Services;
2. is unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;
3. falsely states or otherwise misrepresents your affiliation with any person or entity;
4. constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
5. violates, plagiarizes or infringes the rights of third parties including without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
6. contains a virus or other harmful component;
7. contains advertising of any kind; and
8. constitute false, misleading or deceptive indications of origins or statements of fact.

USER GENERATED CONTENT

By uploading files, posting messages or other content, inputting data or engaging in any other form of communication (individually or collectively "**Communications**") to or using the Services, you hereby warrant and represent that you are the owner of your Communications or you have all rights necessary to upload, post, transmit and otherwise share and/or use any such Communications for your intended purpose. You hereby grant to Wefluenz a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, broadcast, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. User hereby waives all rights to any claim against Wefluenz for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with the Communications.

NO OBLIGATION TO MONITOR USE OF SERVICES

Wefluenz has no obligation to monitor the Services or any portion thereof. However, Wefluenz reserves the right to monitor and review any user generated content and user activity on the Services and remove, delete, redact or otherwise modify user content or block or terminate user access to the Services, in its sole discretion, at any time and from time to time, without notice or further obligation to you. Wefluenz has no obligation to display or post any user content. Wefluenz shall have no liability in connection with any user content submitted to, transmitted via, or displayed or posted on or through the Services.

LINKS TO THIRD PARTY SITES

The Services may contain hyperlinks to web sites owned or operated by parties other than Wefluenz. Such hyperlinks are provided for your convenience or reference only. Wefluenz does not control such web sites, and is not responsible for their contents or any products, services or information offered on such web sites. Wefluenz's inclusion of hyperlinks to such web sites does not imply any endorsement of the material on such web sites or any association with their operators. You must ensure that you agree to the terms of use or privacy policies of such websites before using them.

PRIVACY AND PERSONAL DATA COLLECTION POLICY

Wefluenz's Privacy and Personal Data Collection Policy ("**Policy**") is accessible by clicking on this link: [Policy](#). By using the Services and by accepting these Terms, you expressly consent to use of your information, in the manner set out in Wefluenz's then-current Policy, as may be amended from time to time.

RIGHT TO MODIFY TERMS

Wefluenz has a right to modify the Terms in any manner and at any time, with or without cause, in Wefluenz's absolute discretion and without notice or liability. Any modification is effective immediately upon posting the new Terms. Your continued use of the Services following any modification of these Terms shall be conclusively deemed an acceptance of any modification. Your only right and remedy with respect to any dissatisfaction with any modification made pursuant to this provision, or any policies or practices of Wefluenz in providing the Services, is to cease use of the Services.

RIGHT TO MODIFY SERVICES

Wefluenz may at any time, without notice or liability, change or eliminate any content or feature of the Services, or restrict the use of any portion of the Services. User's only right and remedy with respect to any dissatisfaction with any service-related change or elimination is to cease use of the Services.

GOVERNING LAW AND ARBITRATION

These Terms shall be governed by the laws of the Republic of Singapore. The parties agree to submit any dispute arising out of or related to the Services, the Sites or these Terms, to arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

WAIVER

Any failure by Wefluenz to require performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Wefluenz of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

SEVERABILITY

In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole. Wefluenz will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent as reflected in the original provision.

ENTIRE AGREEMENT

These Terms and any documents referenced herein constitute the complete and exclusive agreement between you and Wefluenz with respect to use of the Services.

© 2017 Wefluenz (M) Sdn Bhd. All Rights Reserved.