

Terms of Use

These Terms of Use apply to this and all other websites (each referred to herein as “this website”) of Hyflux Ltd and its related entities (collectively, the “**Hyflux Group**”, “we”, “our” or “us”). By accessing this website, you agree to these Terms of Use. If you do not agree to any of these Terms of Use, you must immediately discontinue your access of and download of materials from this website.

These Terms of Use may be modified from time to time by us without notice to you. Any amendment, variation or supplement will be notified by publication on this website, effective from the date of such publication. Your use of this website is subject to the most updated Terms of Use in effect at the time of your use. You should review these Terms of Use prior to using this website, and again from time to time when you return to this website.

1. Products and Services

This website contains information about, amongst other things, us and/or the products and services we offer, including promotional and other offers and home delivery service (collectively, the “Products and Services”). Unless explicitly stated otherwise, any new features, products or services that augment or enhance the Products and Services in the future shall be considered part of the Products and Services and subject to these Terms of Use.

The information and the Products and Services on this website are provided for informational purposes only and should not be relied upon or used as the sole basis for making decisions without consulting other sources of information which may be primary and/or comparatively more complete and timely. We shall not be responsible or liable for any decisions made in reliance on the information or Products and Services contained in this website. We may, but are not obligated to, modify or update the contents of this website from time to time and it is your responsibility to monitor changes to website.

2. Prohibited Usage

You must not use this website in any manner which would: (i) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (ii) cause or likely cause this website or access to it to be interrupted, damaged or impaired in any way or otherwise subject this website to any virus or other computer programming routine that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (iii) create liability to us or cause us or our affiliates to lose (in whole or in part) the services of its ISPs or other suppliers; (iv) modify or alter any part of this website or provide a link directly or indirectly to any other website from this website; or (v) post or transmit through this website any material which contains advertising or any solicitation with respect to products or services or use this website to advertise or perform any commercial solicitation (including without limitation the solicitation of users to become subscribers of other online information services competitive with this website).

3. Materials and information you submit

All information submitted to us through this website shall become and remain the property of the Hyflux Group and we shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in any information the user provides, consciously or otherwise, to us through this website.

You agree that any and all personal information you provide to us shall be subject to and may be used and disclosed in accordance with the terms of our Privacy Policy, which may be updated from time to time. We shall not be subject to any obligations of confidentiality or privacy regarding submitted information except as provided in our Privacy Policy or as otherwise specifically agreed or required by law.

4. Registration

You may be requested to register for and create an account with this website. As part of the registration and account creation process, you will select a password and provide us with certain registration information. You are solely responsible for maintaining the confidentiality of your password(s) and for all usage or activity on your account, including the use of your account by any person using your password(s). If you choose to register with this website or otherwise provide personal or other information to this website, you agree to (i) provide true, accurate, current and complete information about yourself as prompted by this website; and (ii) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information to us that is untrue, inaccurate, outdated and/or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, outdated and/or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of this website and/or the Products and Services (or any portion thereof).

5. Third-party links

This website may contain links to or from other third party websites (the "Linked Websites"). Notwithstanding any other provision in these Terms of Use, we disclaim all responsibility or liability for the contents on any Linked Websites and do not, expressly or implicitly, make any representation, covenant or warranty regarding their content or accuracy. Links to or from Linked Websites do not imply that we sponsor or endorse the contents of the Linked Websites. We are not responsible or liable directly or indirectly for any losses, damages or other liabilities of any kind incurred as a result of your use of or reliance on any Linked Websites.

6. Links to this website

Any hyperlinking to this website shall be subject to our prior written consent, which if given shall be conditional upon the satisfaction of any conditions we may prescribe, which shall include (without limitation) that any such hyperlinking (i) is for the limited purpose of promoting our goods and services; (b) only links to the homepage of our website and not to "deeper" pages or graphics of our website; (c) does not use any of our trademarks or logos for the form of the link or otherwise; (d) does not suggest an affiliation with or endorsement by us of you or your products or services; (e) does not place our website in a frame within your website when the link is activated; (f) does not cause confusion with, dilute, or damage our reputation or goodwill or any of our goods or services; and (g) shall constitute your acceptance of these Terms of Use.

In any event, we disclaim all responsibility and liability in accordance with Section 5 (*Third-party links*) above for the contents of any website which hyperlinks to this website.

We reserve the right at any time in our sole discretion, to withdraw our consent or disable any unauthorised hyperlinks or hyperlinks to or from any website containing unlawful, defamatory, infringing, profane or otherwise inappropriate topics, content or material.

7. Disclaimer

The information and materials on this website are provided “as is” and “as available”. We do not warrant and shall not be responsible or liable for the accuracy, adequacy, availability, usefulness, timeliness or completeness of the information or materials, or for any errors or omissions in the information or materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer viruses, is given in conjunction with the information and materials on, and any communication in relation to, this website.

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For any statements, estimates or projections that constitute forward-looking statements, such statements reflect our views as at the date the statements are made with respect to future events and are subject to risks and uncertainties. Actual results and performance may be significantly different from historical experience and such views. We undertake no obligation to update or revise any forward-looking statements.

8. Limitation of Liability

In no event shall we be liable for any damages howsoever arising, whether out of the use of this website or any Products and Services available on this website or otherwise, including without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses arising out of or in connection with the use, inability to use, failure of performance, error, omission, interruption, defect, delay or failure in operation or transmission, computer virus or line or system failure of this website, even if we have been previously advised of the possibility of such damages, losses or expenses. These limitations shall apply notwithstanding any failure or essential purpose of any limited remedy.

9. Indemnification

You agree to defend, indemnify us and hold us, our respective employees, agents, third party content providers and licensors harmless from and against all claims and expenses (including all legal costs on a full indemnity basis) arising out of your use of this website and/or the Products and Services, in breach or alleged breach of any term of these Terms of Use.

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11. Governing Law and Jurisdiction

These Terms of Use and your use of this website shall be governed in all respects by the laws of the Republic of Singapore, and any claims or disputes of whatever nature shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.

12. Miscellaneous

Our failure to enforce any of our rights under these Terms of Use shall not be deemed a waiver of such rights. Should any part of these Terms of Use be held invalid or unenforceable, the remaining portions of these Terms of Use shall be unaffected and remain in full force and effect. To the extent that anything in or associated with this website is in conflict or inconsistent with these Terms of Use, these Terms of Use shall prevail.