



## TERMS OF USE

The following Terms of Use shall apply to any party who accesses SESAMi.com, SESAMi.net and/or SESAMi.online (the “**Platform**”) or uses the services provided therein or otherwise facilitates such use by others (including any party that is registered as a supplier or buyer with SESAMi (Singapore) Pte Ltd).

### 1. **ACCEPTANCE OF TERMS**

- 1.1. SESAMi (Singapore) Pte Ltd (“**we**”, “**us**” or “**SESAMi**”) owns and operates the Platform and our sub-domains.
- 1.2. Your use of the Platform is subject to these Terms of Use. By using the Platform, you are deemed to have accepted and agree to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Platform. Your continued use of the Platform and/or your registered account on the Platform following changes to these Terms of Use will constitute your acceptance of those changes.
- 1.3. If you are dissatisfied with the Platform and/or these Terms of Use, you agree that your sole and exclusive remedy is to discontinue using the Platform.

### 2. **ABILITY TO ACCEPT TERMS OF USE**

You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

### 3. **PLATFORM ACCESS**

- 3.1. You are responsible for all access to the Platform using your internet connection, even if the access is by another person.
- 3.2. We will use reasonable efforts to ensure that the Platform is available at all times. However, we cannot guarantee that the Platform or any individual function or feature of the Platform will always be available and/or error free. The Platform may be unavailable during periods when we are implementing upgrades or carrying out our essential maintenance on the Platform.
- 3.3. We reserve the right, in our sole discretion, to terminate your account or restrict or suspend your use of the Platform at any time. You are personally liable for any obligations, orders, listings or contract that you have agreed to fulfil prior to termination. We further reserve the right to change, suspend or discontinue all or any aspects of the Platform at any time without prior notice.

### 4. **REGISTERED ACCOUNTS**

- 4.1. We reserve the right to reject any registration and to refuse service to anyone for any reason in our sole and absolute discretion.
- 4.2. You must follow the instructions and provide the required information as part of the registration process for a user account.

- 4.3. You warrant and represent that the information you provide during the registration process (and any notification of change of such information) is true and correct. You must notify us of any changes to your registration information immediately. If you provide false or incorrect registration information or do not notify us of changes to your registration information immediately, we reserve the right to terminate your account immediately and without notice to you.
- 4.4. You agree to indemnify us and/or our subsidiaries for all claims brought by a third party against us and/or our subsidiaries arising out of or in connection with your registered account, and your use of the Platform.

## 5. **ACCESS TO PLATFORM OUTSIDE OF SINGAPORE**

We make no promise that the materials on the Platform are appropriate or available for use in locations outside Singapore. Accessing the Platform from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Platform from elsewhere, you do so on your own initiative and is responsible for compliance with local laws.

## 6. **YOUR USE OF THE PLATFORM**

- 6.1. Your permission to use the Platform is non-transferable. Your use of the Platform is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:
  - (a) Use the Platform for any fraudulent or unlawful purpose;
  - (b) Use the Platform to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
  - (c) Impersonate any person or entity, false state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform or express or imply that we endorse any statement you make;
  - (d) Interfere with or disrupt the operation of the Platform or the servers or networks used to make the Platform available or violate any requirements, procedures, policies or regulations of such networks;
  - (e) Transmit or otherwise make available in connection with the Platform any virus, worm 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;
  - (f) Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes (other than for the purposes of conducting trades on the Platform in your capacity as a registered buyer and/or seller with SESAMi), any portion of, use of, or access to the Platform;
  - (g) Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Platform. If you wish to reverse engineer any part of the Platform to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;

- (h) Remove any copyright, trade mark or other proprietary rights notice from the Platform or materials originating from the Platform;
- (i) Frame or mirror any part of the Platform without our express prior written consent;
- (j) Create a database by systematically downloading and storing Platform content;
- (k) Use any manual or automatic device in any way to gather Platform content or reproduce or circumvent the navigational structure or presentation of the Platform without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines a revocable and limited permission to use search retrieval applications to reproduce materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service

6.2. For avoidance of doubt, SESAMi is neither the buyer or seller of any goods and/or services in any listings set out on the Platform. SESAMi is the provider of the Platform which is to facilitate the transactions between the seller and the buyer. Accordingly, the contract formed for the sale or provision of goods and/or services is solely between the buyer and the seller. SESAMi is not a party to this contract nor assumes any responsibility arising out of or in connection with it nor is SESAMi the seller's or the buyer's agent. The seller is responsible for the sale or provision of goods and/or services and for dealing with any buyer claims or any other issue arising out of or in connection with the contract between the buyer and seller.

6.3. We reserve the right to revoke these exceptions either generally or in specific instances.

## 7. **THIRD PARTY WEBSITES**

7.1. The Platform may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.

7.2. You may create a link to the Platform, provided that:

- (a) The link is fair and legal and is not presented in a way that is:
  - (i) Misleading or could suggest any type of association, approval or endorsement by us that does not exist, or
  - (ii) Harmful to our reputation or the reputation of any of our affiliates;
- (b) You retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so.

7.3. We reserve the right to require you to immediately remove any link to the Platform at any time and you shall immediately comply with any request by us to remove any such link.

## 8. **INTELLECTUAL PROPERTY AND/OR OTHER RIGHTS**

- 8.1. The content included in or made available on the Platform, including but not limited to all of the text, pictures, videos, graphics, user interfaces, visual interfaces, trademarks, logos, applications, programs, computer code and other content made available on it are owned by us, our partners and our licensors. The compilation of all content included in or made available through the Platform is the exclusive property of SESAMi.
- 8.2. You may not print or otherwise make copies of any such content without our express prior written consent. In particular, you may not use any data mining, data gathering and data extraction tools or robots to extract (whether once or many times) for re-use of any parts of the content of the Platform, without our express prior written consent. You may also not create and/or publish your own database that features any portion of the data and/or content included in or made available on the Platform (which include but are not limited to our buyer listings and descriptions) without our express written consent.

## 9. **LIMITATION OF LIABILITY**

- 9.1. We provide the Platform on an “as is” basis and make no representations as to the quality, completeness or accuracy of any content made available on the Platform. To the maximum extent permitted by law, we expressly exclude:
- (a) All conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and
  - (b) Any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Platform.
- 9.2. The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under Singapore law or statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

## 10. **COLLECTION OF PERSONAL INFORMATION**

We may collect and use information about you in accordance with our privacy policy. You can view a copy of this policy by clicking on the Privacy and Personal Data Protection Policy link at [the bottom of the Platform].

## 11. **DURATION OF TERMS**

These Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of the Platform. If we terminate your access to the Platform you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Platform.

## 12. **GOVERNING LAW**



These Terms of Use will be governed by and construed in accordance with the laws of Singapore, and the courts of Singapore will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these Terms of Use.