

Terms of Use for SimsView Applications

General

1. Welcome to SimsView Applications (“Apps”) developed and provided for your use by the Simsview Technologies Pte Ltd (“SimsView”). These Terms of Use (“Terms”) govern your use of Apps. Please read these Terms carefully as any non-compliance could result in liability on you.
2. By accessing and using any part of Apps, you agree to be bound by these Terms. You may access and use Apps in the manner permitted under these Terms. If you do not agree to these Terms, please do not use Apps.
3. Apps may require, enable, provide or facilitate access to or use of other websites, software or services of SimsView or a third party. In such an event, there may be additional terms governing such access or use.

Use of Apps

4. Unless otherwise authorised by SimsView, we grant you a non-exclusive, limited, revocable, non-sub-licensable and non-transferrable right to use Apps for your personal non-commercial use or for use as directed by your employer or your service provider only.
5. You agree that you will **NOT directly or indirectly**:
 - (a) modify, reverse-engineer, decompile, adapt, publish, redistribute or interfere with or intercept any transaction which is part of Apps;
 - (b) use Apps for any commercial purpose or for the benefit of any third party (save were authorised by SimsView), including renting, selling, leasing or directly or indirectly charging others for the use of Apps;
 - (c) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of Apps;
 - (d) access, submit or use any data that is not yours, or which you are not validly authorised to access, submit or use;
 - (e) misrepresent or make false or misleading claims regarding Apps;
 - (f) use Apps for any illegal activity, unlawful purpose, or purposes prohibited by these Terms or in breach of these Terms;

(g) use any device, software, exploits, or routine, including any virus, Trojan horse, worm, time bomb, robot, spider, data-mining or data scraping tool or cancel bot intended to damage or interfere with the proper operation of Apps or to intercept or expropriate any data from Apps;

(h) use Apps in any manner that could damage, disrupt, disable, overburden, or impair the operation of Apps or interfere with any person's use of Apps;

(i) while using Apps, upload, post or transmit any material of any type that —

1. is contrary to any law, statute or subsidiary legislation;
2. is false, offensive, defamatory, inaccurate, misleading or fraudulent; or
3. infringes or violates the rights of any person;

(j) use Apps to access data not intended for you.

6. You agree to comply with any and all guidelines, notices, operating rules and policies and instructions pertaining to the use of Apps, including any amendments to the foregoing, issued by SimsView from time to time, as well as any applicable laws and regulations.

Disclaimers against Warranty, Representation and Liability

8. Apps is provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of Apps may rely on technologies outside our control. To the extent permitted by law, SimsView does not make any representation or warranty of any kind whatsoever in relation to Apps and disclaim all express, implied and statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including any representation or warranty:

(a) as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of Apps; or

(b) that Apps or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that Apps and their servers are and will be free of virus or other malicious, destructive or corrupting code, programme or macro.

9. SimsView will not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including any direct or indirect, special or consequential damage, loss of income, revenue or profit, lost or damaged data, or damage to your device, software or any other property, whether arising directly or indirectly in connection with any of the following:

(a) your use of Apps;

(b) any loss or unavailability of use of Apps, howsoever caused;

(c) any breakdown or malfunction of any equipment system or software used in connection with Apps, whether belonging to us or not, including any electronic terminal, server or system, or telecommunication or other communications network or system;

(d) your device, computer or other electronic hardware not working or functioning properly;

(e) any inaccuracy or incompleteness in, or error or omission in the transmission of data or any other content made available or accessible via Apps;

(f) any delay, failure, or interruption in the transmission of data or any other content made available or accessible via Apps, whether caused by delay, failure, or interruption in transmission over the internet or otherwise;

(g) any decision made or action taken by you or any third party in reliance upon Apps or any data or any other content made available or accessible via Apps; or

(h) any virus or other malicious, destructive or corrupting code, programme or macro in Apps.

10. You acknowledge that your use of Apps contains the possibility of human and machine errors, inaccuracies, omissions, delays, unavailability and losses, including the inadvertent loss of data which may give rise to loss or damage suffered by you, and you agree that you will not hold SimsView liable in any way whatsoever for the said loss or damage. You agree that you use Apps at your own discretion and risk and that you will be responsible for any loss or damage suffered by you and to your device, or loss, damage to or corruption of data that results from the use of Apps.

11. You will not rely on Apps to claim or assert any form of legitimate expectation against SimsView, whether or not arising out of or in connection with our roles and functions as a service provider .

12. Without prejudice to the foregoing, no action may be brought by you against SimsView, under these Terms or related to Apps, more than one (1) year after the cause of action arose.

Reservation of Rights

13. SimsView reserves the right to change, modify or supplement these Terms at our discretion and at any time, by posting the changed, modified or supplemented Terms on or through Apps, or through such other means as SimsView may deem appropriate. Your continued use of Apps following the posting of any change, modification or supplement will constitute your acceptance of such change, modification or supplement. If you do not agree to any change, modification or supplement to these Terms, please do not use Apps.

14. SimsView reserves the right to:

(a) update, enhance, upgrade, reduce, or otherwise modify or vary Apps, at any time, for any reason, with or without notice to you. These Terms will apply to all such updates, enhancements, upgrades, reductions, modifications or variations to Apps;

(b) suspend the use of Apps, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;

(c) deny or restrict the use of Apps to you without ascribing any reasons and without liability to you whatsoever;

(d) discontinue or terminate Apps, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately; and

(e) if your use of Apps is in breach of these Terms, we may immediately disable your use of Apps without notice and to take all such action as we consider appropriate, desirable or necessary.

15. SimsView retains the discretion in determining whether or not to provide maintenance and support services for Apps, and if so, the type and nature of such maintenance and support services.

Intellectual Property

16. You acknowledge that SimsView owns all titles, rights and interest, including intellectual property rights, in and to Apps, including any software therein. You will not do or permit any act which is directly or indirectly likely to limit our titles, rights or interest in and to the same. Unless otherwise expressly permitted by law, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, Apps. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and similar mark that is associated with Apps, without SimsView's prior written consent.

17. SimsView does not represent or warrant that the use of Apps by you will not constitute an infringement or misuse of any third party right, including intellectual property rights.

18. No part of Apps may be reproduced or reused without SimsView's prior written permission.

Indemnity

19. You agree to indemnify SimsView and hold SimsView harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against or suffered or incurred by

SimsView howsoever arising directly or indirectly out of your access to or use of Apps, or your breach of any of these Terms.

Governing Law

20. These Terms shall be governed and construed in accordance with laws of the Republic of Singapore.

Privacy Statement

21. By using Apps, you acknowledge that you have read and understood our Privacy Statement, and that you agree to the terms of the Privacy Statement as may be amended from time to time. The Privacy Statement forms part of these Terms.