

Terms of Use

1 Terms of Use

- 1.1 These terms of use (“**Terms**”) apply to and govern your access to and use of the online platforms (collectively, the “**Platforms**” and each a “**Platform**”) which are operated by or for or on behalf of Jolly Companion Limited (“**Jolly Companion**”) for the purposes of Jolly Companion providing services to its customers. The Platforms include the website <https://jollycom.sg> and other online platforms as Jolly Companion may introduce from time to time. By accessing a Platform, you acknowledge that you have read and understood the Terms and agree to be bound by them in respect of the access and use of such Platform.
- 1.2 Jolly Companion periodically reviews the Terms and reserves the right to modify the Terms at any time in its sole discretion, without any notice to you. Such modifications shall take effect immediately upon the posting of the modified Terms. You agree to review the Terms regularly to be aware of such modifications. Your continued access to or use of a Platform after such modifications shall be deemed to constitute your conclusive acceptance of the modified Terms in respect of the use of such Platform.
- 1.3 Additional terms and conditions may apply to specific portions or features of a Platform, including contests, promotions or other similar features, all of which terms and conditions shall be incorporated into these Terms by reference. In addition, certain content or services provided through a Platform may be accompanied by their own licensing terms and conditions. If there is any conflict between any of the provisions of these Terms and any provision of such terms and conditions, the provisions of these Terms shall prevail.
- 1.4 Jolly Companion shall be entitled at any time to add, change or withdraw any of the functions available or to be made available on any or all of the Platforms at its own discretion.
- 1.5 Your access to or use of the Platforms will be subject to any other guidelines, procedures, policies and regulations which may from time to time be prescribed, introduced, varied and/or amended by Jolly Companion, including Jolly Companion’s Privacy Policy (which can be found at <https://jollycom.sg>).
- 1.6 By accessing any of the Platforms, you represent and warrant that:
- 1.6.1 you are of legal age of majority to contract in the jurisdiction in which you reside and in any event, no less than 18 years of age; and
 - 1.6.2 you are legally capable and permitted to accede to the Terms.
- 1.7 These Terms shall be void where prohibited by applicable law and you shall have no rights under the Terms in such circumstances.

2 Privacy

- 2.1 During your access to or use of a Platform or any of the services available through a Platform, Jolly Companion may collect your personal information

2.2 The personal information collected by Jolly Companion will be maintained, used, disclosed, stored and/or transferred in accordance with Jolly Companion's Privacy Policy. You can access the Privacy Policy at <https://jollycom.sg>.

2.3 Any information that you disclose in the public areas of any of the Platforms such as message boards and forums becomes public information. You should exercise caution when disclosing your personal information in this way.

3 Acceptable Use

3.1 You shall be responsible for any content that you post or transmit on or through any of the Platforms.

3.2 The following provisions shall apply to all content posted on or transmitted on or through any of the Platforms:

3.2.1 Content must be based on demonstrable facts, must be written fairly and objectively and must not contain any content which is offensive or abusive, liable to criminal prosecution or otherwise unlawful.

3.2.2 Content which violates the requirements set out in Clause 3.2.1 will not be published or may be deleted.

3.2.3 By posting or transmitting any Content on any of the Platforms, you grant Jolly Companion, free of charge, a non-exclusive, royalty-free, worldwide, irrevocable, perpetual licence to use, store, copy, modify or otherwise exploit or deal with the content in any manner it sees fit, including using it for further services, passing it on to third parties or publishing it.

3.3 You agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to Jolly Companion or any of the users of any of the Platforms by any means.

3.4 You agree to use the Platforms in a manner consistent with all applicable laws and regulations. Specifically, you will not use any of the Platforms in any way:

3.4.1 which breaches any of these Terms;

3.4.2 to post, transmit, distribute, link to, or solicit content that contains any advertising and promotional message;

3.4.3 which violates or infringes any laws, regulatory requirements or codes applicable in Singapore;

3.4.4 which infringes or violates any copyright, trademark or any other intellectual property, personal or proprietary rights of any person, or violates any obligation of confidence or any other proprietary right;

3.4.5 to post, transmit, distribute, link to, or solicit content that contains any obscene, offensive, defamatory or otherwise actionable material;

- 3.4.6 which undermines the security or integrity of any of the Platforms, including without limitation by importing any spyware, viruses, Trojan horses, worms, keystroke loggers, time bombs or other disabling devices or malicious computer software intended to detrimentally interfere, damage, surreptitiously intercept or expropriate such equipment, systems or networks;
 - 3.4.7 to post, transmit, distribute, link to, or solicit content that contains any errors, whether technical or otherwise; or
 - 3.4.8 to post, transmit, distribute, link to, or solicit content that contains any material in any form that would otherwise render Jolly Companion liable or expose Jolly Companion to any proceedings whatsoever.
- 3.5 You shall not use any robot, spider, or other automatic or manual device or process to monitor or copy any portion of any content contained in any of the Platforms without Jolly Companion's express written permission.
- 3.6 You shall not use any device, software or routine to interfere or attempt to interfere with the proper working of any of the Platforms, or to impose an unreasonable or disproportionately large load on the servers serving any of the Platforms.
- 3.7 You acknowledge that some of the content available on the Platforms may be posted on or via the Platforms by third parties, including content provided by blogs or reviews or comments made by users of the Platforms. Jolly Companion shall not be responsible for the accuracy of or any errors or omissions in any content available on any of the Platforms.
- 3.8 Jolly Companion shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any content that are available on any of the Platforms. Without limiting the foregoing, Jolly Companion shall have the right to remove any content that violates these Terms or is otherwise objectionable.
- 3.9 Jolly Companion assumes no responsibility for monitoring any of the Platforms for inappropriate content. If at any time Jolly Companion chooses, at its sole discretion, to monitor any of the Platforms, Jolly Companion nonetheless assumes no responsibility for the content available on any of such Platforms.

4 Intellectual Property

- 4.1 Content available on the Platforms (including information, communications, software, images, sounds contained on or available through the Platforms) is provided by Jolly Companion, its content providers and third party licensors. The intellectual property rights to or over the contents available on the Platforms belong to Jolly Companion, its content providers and/or third party licensors. All rights are reserved. Subject to Clause 4.2, you must not reproduce, modify, transfer, distribute, republish, download, post, or transmit in any form or by any means, including electronic, mechanical photocopying or recording, any of the content available on any of the Platforms without the prior written permission of Jolly Companion. Without prejudice to the foregoing, you agree that the material and content contained within or available through the Platforms may not be used for commercial purposes or distributed commercially.

4.2 Notwithstanding Clause 4.1, you may view, store, print and display the content available on the Platforms solely for your personal, non-commercial use.

4.3 Your access to or use of the Platforms should not be construed as granting, by implication, estoppel or otherwise, any licence or right to use the trademarks, tradenames, logos or service marks appearing on any of the Platforms without Jolly Companion's prior written consent. You may not, without Jolly Companion's prior written consent, use any of such trademarks, tradenames, logos or service marks as a hyperlink to Jolly Companion's website or any of the Platforms or any other website or platform.

4.4 You may not modify, translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operate any of the Platforms or create derivative works based on any of the Platforms. For the purposes of these Terms, "reverse engineering" shall include the examination or analysis of any of the Platforms to determine the source code, structure, organisation, internal design, algorithms or encryption devices of any of such Platform's underlying technology.

5 Disclaimer of Warranties

5.1 The use of any and all of the Platforms is at your own risk.

5.2 Jolly Companion takes certain industry-accepted precautions to secure the Platforms or portions of the Platforms. However, Jolly Companion does not warrant that:

5.2.1 the access to or use of the Platforms will meet your requirements;

5.2.2 the Platforms will always be available;

5.2.3 the access to or use of the Platforms will be uninterrupted, timely, secure, error-free or virus-free, or free from other invasive or damaging code;

5.2.4 the quality of any products, services, information, or other material (including the content and services) purchased or obtained by you through your access to or use of the Platforms will meet your expectations; or

5.2.5 any errors in the Platforms will be corrected.

5.3 By accessing and using any of the Platforms, you understand and agree that:

5.3.1 You assume total responsibility and risk for your access to and use of the Platforms. Jolly Companion does not make any express or implied warranties, representations or endorsements whatsoever with regard to any of the Platforms or any content or service provided through any of the Platforms, and shall not be liable for any cost or damage arising directly or indirectly from any such transaction. The content and services available on the Platforms are provided to you on an "as is, as available" basis without warranty or condition of any kind.

5.3.2 Any content downloaded, uploaded or otherwise obtained through your access to and use of any of the Platforms is done at your own risk and

discretion. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information provided through the Platforms.

6 Indemnity

- 6.1 To the extent permitted by applicable law, you agree to indemnify and hold harmless Jolly Companion, its shareholders, directors, officers, employees, agents and representatives (collectively, the “**Indemnified Parties**”), from and against any and all claims, demands, actions, judgments, losses, liabilities, damages, costs and expenses of whatever nature (including legal costs on a full indemnity basis) which any or all of the Indemnified Parties may incur or suffer as a result of, arising out of or in connection with your access to or use of any of the Platforms, your breach of any of these Terms, or your infringement or violation of the rights of any third party.
- 6.2 The obligations under this Clause 6 shall survive any termination of your relationship with Jolly Companion or your access to or use of the Platforms. Jolly Companion reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with Jolly Companion in asserting any available defences.

7 Limitation of Liability

- 7.1 To the extent permitted by applicable law, Jolly Companion shall not be liable to you in any way whatsoever for any loss, damages or costs, whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with your access to or use of any of the Platforms or other content or services provided through any of the Platforms.
- 7.2 If you are dissatisfied with any portion of any of the Platforms or with any provision in these Terms, your sole and exclusive remedy is to terminate the Terms and discontinue your access to or use of the Platforms.

8 Third Party Websites and Third Party Content

- 8.1 The Platforms may contain hyperlinks or other redirection tools to websites or applications that are owned or operated by third parties. Such websites or applications are not controlled by Jolly Companion and do not form part of any of the Platforms. If you choose to use such hyperlinks or redirection tools to access such websites or applications, you agree to review and accept such websites’ or applications’ terms and conditions of use before accessing such websites or applications. You access such third party websites and applications at your own risk.
- 8.2 Jolly Companion does not assume any responsibility for material created or published by such third party websites or applications, and by providing a link to such third party websites or applications, Jolly Companion does not imply that Jolly Companion endorses the websites or applications or the products or services referenced in such websites or applications. You acknowledge that Jolly Companion has no control over, excludes all liability for and cannot be deemed to have endorsed the content of any material on the Internet which can be accessed by using the Platforms.

8.3 You agree that caching, hyperlinking to, and framing of Jolly Companion's website or any of its contents are strictly prohibited.

8.4 Jolly Companion reserves all rights to disable any links to, or frames of any website containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property or proprietary, privacy or publicity rights.

9 Dispute Resolution

9.1 These Terms shall be governed by and construed in accordance with the laws of Singapore.

9.2 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause 10.

9.3 The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of one arbitrator.

9.4 Notwithstanding anything to the contrary in these Terms, Jolly Companion may at any time without regard to any notice periods required by the provisions in these Terms, and as often as is necessary or appropriate, seek any injunctive relief or measures, or any interlocutory, provisional or interim relief or measures, from any court of competent jurisdiction.

10 General

10.1 No failure or delay by Jolly Companion in exercising any right or remedy under these Terms shall operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy under these Terms preclude any other or further exercise thereof or the exercise of any other right or remedy.

10.2 If any provision in these Terms shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of these Terms but these Terms shall be construed as if such invalid or illegal or unenforceable provision had never been contained in these Terms.

10.3 You shall not assign, transfer or subcontract, or purport to assign, transfer or subcontract, any of your rights, interests or obligations under these Terms without the prior written consent of Jolly Companion. Jolly Companion shall be entitled to assign, transfer or subcontract any or all of its rights, interests and obligations under these Terms to any third party without your prior written consent.

10.4 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce or enjoy the benefit of any provision of these Terms.