

Welcome to our Site. Please read the following Website Terms and Conditions carefully (including our [Privacy Policy](#)) (collectively “**Website Conditions**”) before using this Site and/or the Services (both defined below), so that you are aware of your legal rights and obligations with respect to NTUC Club and/or its related entities, affiliates and subsidiaries.

By your (or where **Clause 1.1.2(iii)** applies, your child’s or ward’s) access of this Site and/or use of the Services, you hereby agree to be legally bound by these Website Conditions. If you do not accept these Website Conditions, please leave the Site and discontinue use of the Services immediately.

## **1. Agreement**

1.1 You hereby represent and warrant that:

1.1.1 you have read and agree to these Website Conditions and our Privacy Policy;

1.1.2 you are at least 18 years old and have the necessary legal capacity, right, power and authority to agree to these Website Conditions and you are either;

(i) accessing this Site, using the Services and contracting in your own personal capacity;

(ii) accessing this Site, using the Services and contracting on behalf of a corporate entity; or

(iii) contracting as parent or guardian of a child or ward who is less than 18 years old and who is accessing this Site and using the Services, in which event you agree as his/her parent/guardian, both in your personal capacity and on behalf of your child/ward, to be bound by these Website Conditions and to be liable for your child’s or ward’s acts and omissions while accessing the Site and/or using the Services, and you also agree to ensure that your child or ward observes these Website Conditions;

1.1.3 you are authorised to bind the entity (yourself or your corporate entity) on whose behalf you are contracting and such entity agrees to be bound by these Website Conditions; and

1.1.4 all of the information provided by you to nEbO (including without limitation personal particulars and contact information) is accurate and complete.

1.2 nEbO reserves the right to change, modify, suspend or discontinue the whole or any portion of the Services or Site at any time. nEbO may also impose limits on certain features or restrict your access to parts or the entire Services or Site without notice or liability.

1.3 nEbO may from time to time vary or amend these Website Conditions by posting the amended Website Conditions at this Site. Any use of the Services after the amendment of these Website Conditions will be deemed to be acceptance of the amended Website Conditions

by you. If you do not agree to the amended Website Conditions, you have the right to close your Account and/or cease using the Services.

## 2. Definitions

2.1 In this Agreement, the following definitions shall apply unless the context does not permit such application:

“Account” means a registered account of a Member opened under this Site.

“Agreement” means the agreement formed by these Website Conditions and the Privacy Policy, and in the case of a Member, by these Website Conditions, the Privacy Policy and the Member Conditions.

“App” means any software or mobile application of nEbO.

“Computer” means your computer, notebook computer, personal digital assistant, mobile phone or other electronic device used to access this Site or the Services.

“Content” means materials, information, news, advertisements, listings, data, input, text, songs, audio, video, pictures, graphics, software, blogs, webcasts, podcasts, broadcasts, messages, software, comments, suggestions, ideas and other content.

“Linked Sites” is defined in Clause 8.1.

“Member” means a registered member of the Site.

“Member Conditions” means the terms and conditions applicable to Members accessible here.

“Personal Data” means, data, whether true or not, about an individual who can be identified from that data or from that data and other information to which a party has or is likely to have access.

“Servers” means the computer software, systems and servers hosting, operating, managing, providing or contributing to the Site and the Services.

“Services” is defined in Clause 3.2.

“Site” means the nEbO website containing the link to these Terms & Conditions.

“nEbO Content” means all Content of nEbO that is made available on or via this Site or a nEbO website.

“Third Party Products” means products and services of third parties, including other users, advertised on or available at the Site or websites linked from the Site.

“Third Party User Content” means all User Content which is not created, transmitted, posted or uploaded by you.

“User Content” means all Content on this Site which is created, transmitted, posted or uploaded by a user of the Site.

2.2 The words “include” and “including” shall not be construed as having any limiting effect.

2.3 The headings in this Agreement do not have any legal effect nor shall they affect the construction of this Agreement in any way.

### **3. Site and Services**

3.1 The Site is owned and maintained by nEbO.

3.2 nEbO may offer one or more of the following services on or through the Site (each a “Service” and collectively the “Services”):

3.2.1 access to a collection of information, news, data, text, listings, graphics, images, videos, audio files, podcasts, webcasts, software applications and other types of works, including any print, digitised or electronic newspapers, magazines, Apps or other content of nEbO, whether through an online store or otherwise;

3.2.2 search engines or tools;

3.2.3 a platform to create, upload and publicly make available personalised content;

3.2.4 an advertising and branding platform;

3.2.5 message boards, forums, blogs, communication tools;

3.2.6 a social networking platform;

3.2.7 email alerts; and

3.2.8 any other features, content or applications that nEbO may offer on or through the Site from time to time in its sole and absolute discretion.

3.3 You acknowledge and agree that to access and use certain Services, you will be required to register as a Member and additionally shall be bound to strictly comply with the Member Conditions in addition to these Website Conditions.

3.4 From time to time nEbO will run competitions, promotions and surveys at the Site. These are subject to additional terms and conditions that will be made available at the time they are run.

#### **4. Content Use Conditions**

4.1 You may not reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit for any commercial or other purposes, any portion of, or any access to:

4.1.1 any Service;

4.1.2 the Site;

4.1.3 any nEbO Content except, to the extent permitted, with the prior written consent of nEbO or unless expressly permitted in these Website Conditions; or

4.1.4 any Third Party User Content except, to the extent permitted, with the prior written consent of nEbO and the owner or licensee of the specific User Content.

4.2 Without prejudice to the generality of Clause 4.1, you agree not to reproduce, display or otherwise provide access to the Services, nEbO Content, or Third Party User Content on another website or server, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of nEbO.

4.3 You may for your personal, non-commercial use:

4.3.1 retrieve and display nEbO Content on any compatible device owned by you;

4.3.2 print a single copy of nEbO Content on paper (but not photocopy them); and

4.3.3 store such nEbO Content in electronic form on disk or on a mobile device owned by you (but not on any server or other storage device connected to a network).

4.4 All nEbO Content are the copyrighted work of nEbO or its content or software providers, and nEbO reserves and retains all rights in the nEbO Content. Use of some nEbO Content may be governed by the terms of an accompanying end user license agreement.

4.5 You may not decompile, reverse engineer or otherwise attempt to discover the source code of any nEbO Content available on the Site or through a Service except under the specific circumstances expressly permitted by law or nEbO in writing.

#### **5. Intellectual Property**

5.1 The copyright, patents, trade marks, registered designs and all intellectual property rights in the Services, the Site, and all nEbO Content, including without limitation the copyright in the compilation of all User Content, shall vest in and remain with nEbO.

5.2 The trademarks, logos and service marks ("Marks") displayed on this Site are the property of nEbO or other third parties, and all rights to the Marks are expressly reserved by nEbO or relevant third parties. You are not permitted to use any Marks without the prior written consent of nEbO or such third party. nEbO and its subsidiaries aggressively enforce their intellectual property rights to the fullest extent of the law. The name of nEbO or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of nEbO.

5.3 The domain name on which the Site is hosted on is the sole property of nEbO and you may not use or otherwise adopt a similar name for your own use.

5.4 If you have any questions or concerns about these Website Conditions or any issues raised in these Website Conditions or on the Site, please contact us at: [advisors@nEbO.com.sg](mailto:advisors@nEbO.com.sg)

## 6. **Online Conduct**

6.1 You hereby undertake:

6.1.1 to comply with these Website Conditions, and such other notices or guidelines that may be posted on the Site by nEbO from time to time (which are hereby incorporated by reference into these Website Conditions);

6.1.2 not to use any Service or nEbO Content for any unlawful purpose, and to comply with all applicable laws and regulations, including without limitation, copyright law;

6.1.3 not to hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Site, Services or Servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, reverse engineering or reprogramming; and

6.1.4 not to use the Account of another Member at any time, whether with or without his/her permission.

## 7. **Disclaimers & Limitations**

7.1 While we make every effort to ensure that all nEbO Content displayed on the Site is accurate and complete, we provide the nEbO Content for informative purposes and on an 'as is', 'as available' basis only without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, nEbO disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. Without limiting the foregoing, nEbO does not warrant that the functions

contained in or access to the Site, Services, nEbO Content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Site, Services, nEbO Content or the Servers are free of viruses or other harmful components, or that the download, installation or use of any nEbO Content in or with any Computer will not affect the functionality or performance of the Computer. nEbO does not warrant or make any representations regarding the use or the results of the use of the nEbO Content, the Services, the Site or the Servers in terms of their correctness, accuracy, completeness, reliability, or otherwise. You (and not nEbO) assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in any Computer. You agree not to hold nEbO liable for the loss of any of your User Content that is due to any circumstances beyond the control of nEbO.

7.2 The data and information made available on the Site are of a general nature and do not purport, and shall not in any way be deemed, to constitute an offer or provision of any professional or expert advice. You should at all times consult a qualified expert or professional adviser to obtain advice and independent verification of the information and data contained herein before acting on it. Any financial or investment information in this Site are for use in Singapore only and are intended to be for your general information only. You should not rely upon such information in making any particular investment or other decision which should only be made after consulting with a fully qualified financial adviser. Such information do not nor are they intended to constitute any form of investment advice or any inducement, invitation or recommendation relating to any of the products listed or referred to. Any arrangement made between you and a third party named on or linked to from these pages is at your sole risk and responsibility. nEbO does not sponsor, endorse or promote any financial products, services or information.

7.3 You acknowledge that it is not nEbO's policy to exercise editorial control over, and to review, edit or amend any data, information, materials or contents of any User Content, posting, email or any information that may be inserted or made available on the Site by other users of the Services and that nEbO does not endorse and shall not be responsible for any such content.

7.4 You acknowledge and agree that nEbO does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over Third Party Products, and nEbO hereby expressly disclaims all liabilities and responsibilities arising in relation to any Third Party Products whether available or advertised via the Site or on Linked Sites.

7.5 You agree that all statements, offers, information, opinions, materials, User Content, and Third Party Products, from other users and from advertisers and other third parties on this Site should be used, accepted and relied upon only with care and discretion and at your own risk, and nEbO shall not be responsible for any loss, damage or liability incurred by you arising from such use or reliance.

7.6 You also acknowledge and agree that some Services may enable other users to upload User Content to the Site, and that some of these may be offensive, annoying, unlawful, in breach of these Website Conditions, contain viruses or cause you damage. While we may remove any such User Content brought to our notice at our sole and absolute discretion, you acknowledge and agree that we cannot be responsible or liable for any User Content, and you agree to exercise access and use User Content only at your own risk and with care and discretion.

7.7 You agree that:

7.7.1 nEbO shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Site or Services without assigning any reason; and

7.7.2 access to or the operation of the Site, Servers and/or the Services may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors, and in any such event, nEbO shall not be liable for any loss, liability or damage which may be incurred as a result.

7.8 In no event shall nEbO be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the nEbO Content, User Content, Services, Third Party Products, any Computers, the Site, or any other website. In the event that nEbO is liable for damages despite the foregoing provision, you agree that nEbO aggregate liability to you for any and all causes of action in relation to the nEbO Content, Services, Site, and the Agreement, shall not exceed the total amount of fees and charges paid by you for the Services to nEbO for the one (1) month period immediately preceding the time such liability arose.

7.9 Under no circumstances, including, but not limited to, negligence, shall nEbO be liable for any indirect, special, consequential, or incidental damages that result from the use of, or the inability to use, the nEbO Content, Services, Site, or any other website, even if nEbO or a nEbO authorised representative has been advised of, or should have foreseen, the possibility of such damages.

7.10 To the maximum extent permitted by applicable law, nEbO disclaims all liability for any direct, incidental or consequential damage or loss suffered by you that may result from the collection, use or disclosure of your Personal Data, including but not limited to any loss of, or any inability to retrieve, any Personal Data, howsoever caused, or any inaccuracy in the Personal Data presented, used or transmitted.

7.11 You agree that the above exclusions and limitations of liability enable the Services and the nEbO Content to be provided by nEbO at either reasonable costs or no costs to you.

## **8. Linked Sites**

8.1 nEbO may provide links to other sites ("Linked Sites") that may be of relevance and interest to users. nEbO has no control over, and is not responsible for the content on the Linked Sites or for any damage you may incur from the Linked Sites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Sites) or the availability of any content on the Linked Sites, and you hereby irrevocably waive any claim against us with respect to the Linked Sites.

## **9. Data Use & Privacy**

9.1 Please do not submit any personal information or data without first reading our Privacy Policy which explains our data use and privacy practices in detail.

## **10. Termination**

10.1 You agree that nEbO has the right in its sole and absolute discretion and without notice to restrict, suspend, or terminate your Account and/or your access to all or any part of the Site or Services, without assigning any reason.

## **11. Notification of Infringement**

11.1 nEbO reserves the right to investigate notices of copyright, trademark and other intellectual property infringement ("Infringement") in respect of nEbO Content, User Content and other material on the Site ("Infringing Material") and take appropriate action. If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on this Site, please notify nEbO in writing immediately in the form and containing the information prescribed by the Singapore Copyright Act (Cap. 63) ("Infringement Notice").

11.2 All Infringement Notices shall be sent to nEbO addressed as follows:

NTUC Club , 1 Pasir Ris Close , Singapore 519599, nEbO

11.3 nEbO will duly consider all Infringement Notices submitted in the above manner. In return, you agree that you shall not take any legal action or exercise any legal remedy you may have against nEbO in respect of any Infringing Material, unless you have first given nEbO the Infringement Notice and sufficient opportunity to remove the Infringing Material, and thereafter nEbO refuses or fails to remove the Infringing Material within a reasonable time. Where nEbO removes the Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against nEbO under applicable

law which you may have in respect of any Infringing Material appearing on the Site prior to such removal by nEbO.

11.4 You acknowledge and agree that nEbO has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on Linked Sites or other third party sites.

## **12. Jurisdictional Issues**

12.1 This Site is owned and operated by nEbO in Singapore. nEbO makes no representation that the Contents of the Site are appropriate or available for use in your location. Those who choose to access this Site from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **13. Indemnity**

13.1 You agree to indemnify and hold nEbO, and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

13.1.1 any use of the Site or any Service;

13.1.2 your connection to the Site;

13.1.3 your breach of any terms and conditions of these Website Conditions;

13.1.4 your violation of any rights of another person or entity; or

13.1.5 your breach of any statutory requirement, duty or law.

## **14. Severability**

14.1 If any provision of these Website Conditions is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Website Conditions shall continue in force save that such provision shall be deemed to be deleted.

## **15. Relationship of Parties**

15.1 Nothing in these Website Conditions shall constitute or be deemed to constitute an agency, partnership or joint venture between nEbO and you and neither party shall have any authority to bind the other in any way.

## 16. **Waiver**

16.1 No waiver of any rights or remedies by nEbO shall be effective unless made in writing and signed by an authorised representative of nEbO.

16.2 A failure by nEbO to exercise or enforce any rights conferred upon it by these Website Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

## 17. **Rights of Third Parties**

17.1 Except as provided for in Clause 13, a person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

## 18. **Force Majeure**

18.1 No party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.

18.2 For purposes of this Agreement, a “Force Majeure Event” is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party’s country or in the territory, and which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

## 19. **Governing Law & Jurisdiction**

19.1 These Website Conditions and all matters relating to your access to, or use of, this Site and the Services shall be governed by and construed in accordance with the laws of Singapore

including without limitation the provisions of the Singapore Evidence Act (Chapter 97) and the Electronic Transactions Act (Cap. 88), without giving effect to any principles of conflicts of law.

19.2 You hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts