

THINLA Group Website Terms of Use

Updated April 2024

THINLA SG PTE. LTD. (“we” or “Thinla Affiliate”) maintains a website currently located at thinlaaffiliate.com (the “Site”). The Site is provided to you subject to your compliance with the following Terms of Use (“TOU”).

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Acceptance of terms of use

By using the Site, you agree to be bound by all terms and conditions contained in the TOU.

If you do not agree with the terms and conditions of the TOU at any time, please do not access or discontinue your use of the Site.

We reserve the right to update or revise the TOU at our discretion and without notice. You are responsible for checking the TOU periodically for changes. If you continue to use the Site following the posting of any changes to the TOU, you agree to be bound by these changes.

The material that appears on the Site is for informational purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. We are not responsible nor do we make any warranty or endorsement regarding any third party products or services listed on the Site.

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Privacy Policy

Registration data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy.

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Authority

Minors under the age of eighteen are not eligible to access the Site. You are fully responsible for your child's online conduct and the consequences of any misuse of the Site by your child. If you are entering into the TOU on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this agreement, in which case the terms "you" or "your" shall refer to such corporate entity. You further agree to be bound by the terms of this TOU for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the services, whether or not authorized by you.

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Viruses

The downloading of content is done at your own risk. We cannot and do not guarantee or warrant that the Site or the content are compatible with your computer systems or that the Site or the content will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system and you are responsible for the entire cost of any service, repairs or connections of and to your computer system which may be necessary as a result of your use of the Site.

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User account

You may receive an account designation, along with its associated User ID and Password, upon registration. You are responsible for maintaining the confidentiality of your User ID and Password, and you are fully responsible for all activities that occur under your account.

You agree to immediately notify us of any unauthorized use of your account or any other breach of security and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

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Indemnity

You agree to indemnify and hold us, and our parent corporation, subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of content you submit, your use of the Site, your violation of the TOU, or your violation of any rights of another.

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Proprietary rights

You acknowledge and agree that the Site and any necessary software used in connection with the Site ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in or information presented to you through the Site which are either ours or licensed to us by third parties is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Software, in whole or in part.

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Trade-mark information

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Copyright information

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Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS THAT: (i) THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE CONTENT, INFORMATION, PRODUCTS OR SERVICES OBTAINED BY YOU THROUGH THE SITE WILL BE ACCURATE, RELIABLE, UP-TO-DATE, COMPLETE, UNTAMPERED OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND (iv) ANY DEFECTS OR ERRORS WILL BE CORRECTED.

ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

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Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE.

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Exclusions and limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 10 AND 11 MAY NOT APPLY TO YOU.

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International use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Singapore or the country in which you reside.

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General information

The TOU constitutes the entire agreement between you and us and governs your use of the Site, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

The Site is not to be construed as any form of recommendation, promotion, endorsement, or an offer to sell any product or service, by or to enter any transaction with us.

This TOU shall be governed by, construed and enforced in accordance with the laws of the People's Republic of China and the legal provisions of the Republic of Singapore. You agree to submit to the personal and exclusive jurisdiction of the courts located within the People's Republic of China and the legal provisions of the Republic of Singapore. Our failure to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU shall remain in full force and effect.