

FRASERS HOSPITALITY WEBSITE TERMS OF USE

A. *Scope and Applicability*

1. Welcome to Frasers Hospitality Pte. Ltd. ("**Frasers Hospitality**", or "we", "our" and "us"). We operate this website (this "**Site**") to provide online access to information about us, and the products, services and opportunities we provide (collectively, the "**Services**"). By accessing and using this Site, you acknowledge that you have read, understood, and agreed, without limitation or qualification, to be legally bound by each of the terms and conditions set forth herein (the "**Terms of Use**") and by our Privacy Policy, both of which shall take effect immediately on your first use of this Site. Please review our Privacy Policy, which also governs your use of this Site, so that you may understand our privacy practices. If you do not agree to be legally bound by any of these Terms of Use or by our Privacy Policy, please do not access and/or use this Site.

2. Additional terms and conditions applicable to specific areas or sections of this Site or to particular content or transactions may also be posted in such other areas or sections of this Site, and together with these Terms of Use, govern your access and usage of the Site and Services provided. These Terms of Use, together with such applicable additional terms and conditions, are referred to as this "Agreement".

3. We reserve the right in our sole and absolute discretion to modify, amend or change without prior warning or notice, this Agreement at any time as we deem appropriate by posting the changes on this Site. Any modifications, amendments or variations shall be effective immediately upon posting to this Site. Your access and usage of this Site following any such modification, amendment or change constitutes your agreement to abide and be legally bound by the Agreement as so modified or changed. We may, with or without prior notice, terminate any of the rights granted by these Terms of Use. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of this Site. You are therefore advised to review these Terms of Use regularly to ensure you are aware of any changes.

B. *Use of this Site*

4. You may use (and, in specified instances where applicable, download) the Services, this Site, and the information, writings, images, software and/or other works that you see, hear or otherwise experience on this Site (singly or collectively, the "**Content**") solely for your non-commercial and personal purposes and/or to learn about us, and our products and services.

5. You may not appropriate, alter, broadcast, copy, derive another work from, disseminate, distribute, download, make available to the public, modify, post, reformat, reproduce, republish, transmit or otherwise use the Content in any other way except as expressly permitted by these Terms of Use and/or with our express prior written consent. We shall have the right (but not to obligation) in our sole discretion to monitor, refuse or remove any Content that is available through this Site including without limitation, any Content that violates these Terms of Use or which in our sole opinion is otherwise objectionable.

C. *Registration, Password, Security and Cookies*

6. If any portion of this Site requires you to register or open an account, you must provide us with accurate, complete and updated registration information. You may also be asked to choose a login name and a password. Please select a password that would not be obvious to someone trying to guess your password.
7. You agree that you will not disclose to any person your password and that you will not permit or authorise any person to use your login name or password for any purpose whatsoever.
8. We may treat any access to or use of this Site at any time by the use of your login name and password as access to or use of this Site by you, notwithstanding that it may have been used by any other person without your knowledge or authority.
9. You agree that upon your learning that any person has acquired knowledge of your password or has used your password to access or use this Site or effect any transaction (whether with or without your knowledge and consent), you will:
 - (a) immediately notify us thereof;
 - (b) at our request, make a police report thereof;
 - (c) provide us with any other information relating thereto as we may require; and
 - (d) immediately change the password.
10. During your use of this Site, we may issue to and request from your computer blocks of data known as “cookies” to enable more convenient browsing when you revisit this Site. A cookie is a type of data which is sent from this Site to your Internet browser software, and is stored on your computer. Storing cookies does not have any adverse effect on your computer. You must not alter any cookies sent to your computer from this Site and you must ensure that your computer sends correct and accurate cookies in response to any relevant request from this Site.

D. *Linking to this Site*

11. You are granted a limited, revocable and non-exclusive right to create a hyperlink to our home page so long as you do not portray this Site or us in a false, defamatory, derogatory or offensive manner. However, unless you are specifically permitted by us in writing to do so, you are not to mirror, frame or utilise framing techniques on this Site, the Services or the Content, or connect “deep links” to this Site (i.e. create links to this Site that bypass the home page or other parts of this Site).

E. *Ownership and Intellectual Property*

12. For the avoidance of doubt, no right, title or interest in any Content is transferred to you, whether as a result of your downloading such Content or otherwise. Please be aware that all Content is our property and/or the property of our content providers and/or any other third party licensors and is protected by applicable copyright laws. All rights are hereby reserved.

13. This Site contains a number of names, images, logos and/or taglines identifying us and our range of products and services, and third parties and their products and services. These are our proprietary intellectual property or the proprietary intellectual property of third parties who have authorised their use on this Site. Nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise, any licence or right to use any of our intellectual property or that of any third party. 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 the Site or create derivative works based on this Site. For purposes of these Terms of Use, "reverse engineering" shall include the examination or analysis of this Site to determine the source code, structure, organization, internal design, algorithms or encryption devices of this Site's underlying technology.

F. Software Downloads

14. Any software available for download via this Site is our copyrighted work and/or that of our licensors. Use of such software is governed by the terms of the end-user licence agreement that accompanies or is included with the software. Downloading, installing, and/or using any such software indicates your acceptance of and agreement to be legally bound by the terms of the end-user licence agreement.

G. Disclaimer of Warranties

15. Please be aware that this Site, the Services and the Content (including for this purpose, any information on, about or from third parties or relating to third party products and services) and any software made available on this Site are provided on "as is" and on an "as available" basis, in respect of which we make no express or implied representations, warranties or endorsements whatsoever. You assume total responsibility and risk for your use of this Site. We also expressly disclaim all and any representations and warranties (whether express or implied by law) to the extent permitted by law, including implied warranties of accuracy, compatibility, completeness, fitness for any particular purpose, merchantability, non-infringement, satisfactory quality, security and title, with regard to this Site, the Services, the Content, and any product or service furnished or to be furnished via this Site. Any content downloaded, uploaded or otherwise obtained through the use of this Site is done at your own discretion and risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through this Site or on the internet generally.
16. We do not warrant that (a) the functions performed by this Site or the Services will be uninterrupted, timely, secure or error-free, or (b) that errors or defects in this Site or the Services, if any, will be corrected, or (c) this Site or our server that makes it available will be free of viruses or bugs, or (d) the results that may be obtained from the use of this Site will be accurate or reliable, or (e) the quality of any products, services, information, or other material purchased or obtained by you through this Site will meet your expectations. Neither can we guarantee or warrant that any files or software available for downloading through this Site will be free of infection by software viruses or other harmful or invasive computer codes, files or programmes.

H. Limitation of Liability

17. Under no circumstances will we be liable for nor will we assume any legal liability or responsibility for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise, and regardless of the form or cause of action):

- (a) loss of data;
- (b) loss of revenue or anticipated profits;
- (c) loss of business;
- (d) loss of opportunity;
- (e) loss of goodwill or injury to reputation;
- (f) losses suffered by third parties;
- (g) any indirect, consequential, special or exemplary damages,

arising from (and irrespective of whether we have been advised of such possibility or occurrence):

- (i) the use of or inability to use this Site, the Services, or the Content;
- (ii) any transaction conducted through or facilitated by this Site;
- (iii) any claim attributable to errors, omissions, or other inaccuracies in this Site, the Services or the Content;
- (iv) unauthorised access to or alteration of your transmissions or data; or
- (v) any other matter relating to this Site, the Services or the Content.

18. If you are dissatisfied with this Site, the Services, the Content or, with these Terms of Use, your sole and exclusive remedy is to discontinue your use of this Site.

I. Links to Third Party Websites

19. Links on this Site to any third party websites or information relating thereto are provided solely for your convenience. Such links or third party websites are neither maintained nor controlled by us and may contain content posted on or via this Site by third parties. If you use these links or access such websites, you will leave this Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by us of the third party, the third party web site, or the information contained therein. We are not responsible for the availability of any such websites, nor are we responsible or liable for any such website or the content therein or for any errors or omissions in any content posted in this Site, or the product or services of any hyperlinked website or any hyperlink contained in any hyperlinked website, nor for the privacy and security practices employed by these other hyperlinked websites, and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in emails or otherwise transmitted or displayed via the Site, or arising from access to these hyperlinked websites. If you use the links to the websites of our affiliates or service providers, you will leave this Site, and will be subject to the terms of use and privacy policy, if any, applicable to those websites. You shall use this Site and such hyperlinked websites entirely at your own risk. You agree that caching, hyperlinking to, and framing of this Site or any of the Content are strictly prohibited. We reserve all rights to disable any links to, or frames of any site 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, proprietary, privacy or publicity rights.

J. Indemnity

20. You understand and agree that you are personally responsible for your behaviour on this Site. You agree to indemnify, defend and hold harmless us, our parent companies, subsidiaries, affiliated companies, joint venture partners, business partners, licensors, employees, agents, and any third-party information or content providers and any third party licensors to the Services, from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and legal costs on an indemnity basis, resulting from or arising out of your use, misuse, or inability to use this Site, the Services, or the Content, or any breach or non-compliance by you of this Agreement, or from your use of software robots, spiders, crawlers or similar data gathering and extraction tools or any other action you take that imposes an unreasonable burden or load on our infrastructure.

K. Your Conduct

21. You agree to use this Site only for lawful purposes and in a manner consistent with all applicable laws and regulations. You agree not to take any action that might compromise the security of this Site, render this Site inaccessible to others or otherwise cause damage to this Site, the Services or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use this Site in any manner that might interfere with the rights of third parties. You agree not to cause, nor allow others to cause, any nuisance, annoyance, or inconvenience, whether to us or any of our customers or other users of this Site by any means.

L. Unsolicited Ideas and Submissions

22. We do not accept or consider unsolicited ideas and information. This includes ideas and information in respect of advertising campaigns, marketing strategies, products, technologies, services, processes, materials, or product names. This policy is necessary to avoid misunderstandings should our business activities bear coincidental similarities with one or more of the thousands of unsolicited ideas offered to us.

Notwithstanding our policy with regard to unsolicited ideas and information, if you send us any inquiries, feedback, suggestions, ideas, material, information or data (collectively, "**Submissions**"):

- (a) you warrant, represent and undertake that you have the unencumbered legal right to post the Submission and that it will not infringe or violate any applicable laws or the rights of any person or entity;
- (b) you warrant, represent and undertake that your Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings or any form of "spam";
- (c) your Submissions will automatically become our property, without any payment or compensation to you;
- (d) we will have no obligation to return your Submission to you or respond to you in any way;
- (e) we will have no obligation to keep your Submission confidential;

- (f) you grant us a royalty-free, irrevocable, perpetual, transferable, fully sub-licensable, worldwide right to use, reproduce, modify, adapt, publish, sell, assign, translate, distribute, create derivative works, and distribute and display any Submission in any form, media or technology, whether now known or hereafter developed, alone or as part of other works, without any restriction whatsoever or any responsibilities to you; and
- (g) you agree to indemnify us for all claims arising from or in connection with any claims to any rights in any Submission.

M. *Entire Agreement / No Waiver*

23. Save as expressly provided hereunder, these Terms of Use and our Privacy Policy constitute the entire agreement with respect to the subject matter hereof and supersede and govern all prior proposals, agreements or other communications. No waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by us of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

N. *Severance*

24. If any provision of these Terms of Use shall be held to be illegal or unenforceable, in whole or in part, under any applicable law, enactment or regulation, such provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of these Terms of Use shall not be affected.

O. *Benefit of this Agreement*

25. These Terms of Use are for our benefit and for the benefit of our parent companies, subsidiaries, affiliated companies, joint venture partners, business partners, licensors, directors, officers, employees, suppliers, licensors, agents, and any third party content providers or third party licensors to this Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

P. *Choice of Law and Jurisdiction*

26. These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Singapore, and you hereby agree to irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore as regards any claim, dispute or matter arising hereunder.