# **Terms & Conditions**

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## 1. ACCEPTANCE OF TERMS

1.1 We are **MOSHE** and we own and operate this website ("Site") at **HTTPS://WWW.MOSHE.COM.SG** 

1.2 Your use of this Site is subject to these Terms of Use. By using the Site, you are deemed to have accepted and agree to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Site. Your use of the Site following changes to these Terms of Use will constitute your acceptance of those changes.

# 2. ABILITY TO ACCEPT TERMS OF USE

You affirm that you are either more than 18 years of age, or possess legal, parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

## 3. SITE ACCESS

3.1 You are responsible for all access to the Site using your Internet connection, even if the access is by another person.

3.2 We will use reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function or feature of the Site will always be available and/or error free. The Site may be unavailable during periods when we are implementing upgrades or carrying our essential maintenance on the Site.

# 4. ACCESS TO SITE OUTSIDE OF SINGAPORE

4.1 We make no promise that the materials on the Site are appropriate or available for use in locations outside Singapore. Accessing the Site from

territories where its contents are illegal or unlawful is prohibited. If you choose to access the Site from elsewhere, you do so on your own initiative and are responsible for compliance with local laws.

## 5. YOUR USE OF THE SITE

5.1 Your permission to use the Site is personal to you and non-transferable. Your use of the Site is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:

5.1.1 Use the Site for any fraudulent or unlawful purpose;

5.1.2 Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;

5.1.3 Impersonate any person or entity, false state or otherwise misrepresent your affiliation with any person or entity in connection with the Site or express or imply that we endorse any statement you make;

5.1.4 Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available or violate any requirements, procedures, policies or regulations of such networks;

5.1.5 Transmit or otherwise make available in connection with the Site any virus, worm or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;

5.1.6 Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;

5.1.7 Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site. If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;

5.1.8 Remove any copyright, trade mark or other proprietary rights notice from the Site or materials originating from the Site;

5.1.9 Frame or mirror any part of the Site without our express prior written consent;

5.1.10 Create a database by systematically downloading and storing Site content;

5.1.11 Use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available

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5.2 You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service.

## 6. THIRD PARTY WEBSITE

6.1 The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.

6.2 You may create a link to this Site, provided that:

6.2.1 The link is fair and legal and is not presented in a way that is:

(a) Misleading or could suggest any type of association, approval or endorsement by us that does not exist, or

(b) Harmful to our reputation or the reputation of any of our affiliates;

6.2.2 You retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so.

6.2.3 We reserve the right to require you to immediately remove any link to the Site at any time and you shall immediately comply with any request by us to remove any such link.

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#### 9. COLLECTION OF PERSONAL INFORMATION

We may collect and use information about you in accordance with our privacy policy. You can view a copy of this policy by clicking here **https://www.moshe.com.sg** 

#### 10. DURATION OF TERMS

These Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of the Site. If we terminate your access to the Site you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Site.

#### 11. GOVERNING LAW

11.1 These Terms of Use will be governed by and construed in accordance with the laws of Singapore, and the courts of Singapore will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these Terms of Use.

#### **CONTACT US**

If you have any questions about these Terms, please contact us at sales@moshe.sg or: MOSHE, -