

Member Conditions

By clicking on the “I Accept”, “Submit”, “Login” or similar button or checking the “I Accept” or similar box at the end of the member registration process or when logging in to your Account, you hereby agree to be bound by these Member Terms and Conditions (“**Member Conditions**”): as well as the Website Terms And Conditions (“**Website Conditions**”) which are hereby incorporated by reference into these Member Conditions, including without limitation, the representations set out in Clause 1.1 of the Website Conditions.

1. User Name, Password, Account Information

- 1.1 You agree that your Account is for your sole, personal use (or that of the entity on whose behalf you are entering into these Member Conditions). You hereby agree not to:
 - 1.1.1 share with or permit others to use your Account or Password (defined in Clause 2.3); or
 - 1.1.2 assign or otherwise transfer your Account to any other person or entity.

You acknowledge and agree that any unauthorised sharing or disclosure of your Password by you will cause wrongful loss to Tian Xue Consultancy (“TX”) and constitutes an offence under Section 8 of the Computer Misuse Act (Cap. 50A). You further acknowledge and agree that such unauthorised sharing may result in your Account being an inauthentic online account as defined in the Protection from Online Falsehoods and Manipulation Act 2019 (“POFMA”) and that misuse of such an account will cause wrongful loss to TX and may constitute an offence under the POFMA.
- 1.2 You shall provide TX with accurate, complete, and up-to-date Account information and further ensure that the information is kept updated and remains current, accurate and complete. Failure to do so shall constitute a breach of these Member Conditions, which may result in the restriction, suspension or immediate termination of your Account.
- 1.3 As part of the registration process for the Account, you will select a password (“Password”) and user name (“User Name”). You are reminded to have a strong Password and to regularly change your Password to prevent any unauthorised access of your Account. In addition, you may not:
 - 1.3.1 select or use a User Name of another person with the intent to impersonate that person;
 - 1.3.2 select or use a User Name with the intent to misrepresent your identity or to mislead any person as to your identity (e.g. to suggest an affiliation to / association with an organisation when no such affiliation / association exists);
 - 1.3.3 use a name subject to the rights of any other person without authorisation; or
 - 1.3.4 use a User Name that TX, in its sole discretion, deems inappropriate or offensive.
- 1.4 You shall promptly notify TX of any known or suspected unauthorised use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure

of your Password. You shall be solely responsible for safeguarding and maintaining the confidentiality of your User Name and Password.

- 1.5 You shall be bound by and responsible for, and TX shall be entitled to rely on, all communications transmitted through the use of your User Name and Password, and all such communications shall be deemed to be communications made and issued by you.
- 1.6 You shall be responsible for all User Content, messages, and all online activity at the Site transmitted or conducted through the use of your User Name and Password.
- 1.7 TX shall have no responsibility or liability for any loss, damage, cost, expenses, or liabilities arising as a result of or in connection with the wrongful or fraudulent use of your User Name and Password.
- 1.8 You agree that TX reserves the right to change or re-assign User Names and/or Password(s) at its sole discretion by giving you notice. TX shall not be liable for any loss, damage, cost or expense incurred by you as a result of such change or re-assignment.
- 1.9 Unless prior written notice of no less than thirty (30) days (or such other period specified by TX) is given to TX, you agree that TX may automatically renew your membership or subscription account upon expiration.

2. Use of Account Information

- 2.1 In addition to and without limiting the terms of our Privacy Policy, by providing the information requested for your Account, you hereby consent to TX's use and disclosure of all such information and information relating to your use of the Site or Services for the following purposes:
 - 2.1.1 to respond to your requests and queries;
 - 2.1.2 to provide the Services to you;
 - 2.1.3 to verify and process your personal particulars and payments in relation to the provision of the Services;
 - 2.1.4 to communicate information and updates to you in relation to the Services;
 - 2.1.5 to enforce these conditions and our legal rights and remedies;
 - 2.1.6 for marketing research, user profile and statistical analysis for the improvement of the Services;
 - 2.1.7 for complying with law, the requests of law enforcement and regulatory officials, or orders of court; and consulting our professional advisers (including but not limited to accountants, lawyers and financial advisers);
 - 2.1.8 for any other purpose for which we have obtained your consent, including the disclosure of such information to third parties including companies and organisations who provide a service to us or are acting as our agents (including their sub-contractors), or which assist us in processing transactions you make (including but not limited to payment processing service providers) and in providing value added services that you have requested; and

2.1.9 for any other purpose reasonably related to the purposes listed above. provided that TX shall not disclose credit card account information except for the purposes set out in Clauses 3.1.2 and 3.1.3 above.

3. Suspension and Termination of Account

3.1 You agree that TX has the right in its sole and absolute discretion and without notice to:

- 3.1.1 restrict, suspend, or terminate your access to all or any part of the Services; and/or
- 3.1.2 terminate, deactivate or suspend your Account, delete your Account and all related information and files in your Account,

without assigning any reason. Without prejudice to the generality of the above, TX reserves the right to deactivate your Account if it has been inactive for a period of six (6) months or more, or if you are in breach of any of our conditions or if TX believes that you have been using the Account for unlawful and/or undesirable activities.

3.2 You agree not to hold TX liable or responsible for any loss or damage incurred by you arising out of or in connection with the suspension and/or termination of your Account.

4. Member Obligations

4.1 You represent and warrant that you have read and agree to be bound by our conditions.

4.2 You acknowledge that the Site and Services are used by a community of users, and you hereby agree and undertake:

- 4.2.1 to treat all users with respect and civility;
- 4.2.2 not to annoy, pester, solicit, harass, threaten, offend, insult, abuse, defame, or injure any other users, or commit any unlawful or tortious acts against other users;
- 4.2.3 not to spam, mail bomb, send viruses, spyware, malware, worms or other damaging material to other users, or act in any manner that adversely affects the use of the Services by other users;
- 4.2.4 not to harvest or otherwise collect information about users, including email addresses, without TX's prior written consent.

4.3 You agree that when using the Services:

- 4.3.1 you will only submit, upload or publish User Content in strict compliance with Clause 5 below;
- 4.3.2 you will not offer for sale items and/or services which are illegal, banned, unlicensed, controlled, or socially or morally reprehensible items;
- 4.3.3 you will not offer for sale items and/or services, or submit, upload or publish User Content, in an incorrect or inappropriate category or area on the Site, including without limitation posting unauthorised advertisements in any forum, discussion or message boards that is open and accessible to users of the Services; and

4.3.4 you will not alter, delete, manipulate, undermine or interfere with the listings or postings of any other Member.

4.4 Any infringing, fraudulent, abusive, or otherwise illegal activity, or any breach of the conditions, shall be grounds for termination of your use of the Site and Services and/or your Account, at TX's sole and absolute discretion, and you may be reported to appropriate law-enforcement agencies.

4.5 You agree that you will not permit or cause your Account to be controlled by a bot (as defined in the POFMA) without the prior written authorisation of TX. Should you receive prior written authorisation of TX, you agree that (in addition to any conditions that may be attached by TX in approving the use of a bot):

- 4.5.1 you will ensure and procure that no false statement of fact is communicated in Singapore through the Account;
- 4.5.2 you will ensure and procure that the Account is not involved in any coordinated inauthentic behaviour;
- 4.5.3 you will ensure and procure that the use of the bot to control the Account in order to communicate and/or interact with end-users of any internet intermediary service offered by TX is effectively disclosed to such end-users; and
- 4.5.4 you shall be bound by and be responsible for any act carried out by the bot as if the same were carried out by you.

For the purposes of this clause 4.5, "coordinated inauthentic behaviour" means any coordinated activity carried out using two or more online accounts (whether or not such accounts are created with TX) in order to mislead end-users of any internet intermediary service offered by TX as to any matter. Examples of coordinated inauthentic behaviour include manipulating trending topics or artificially boosting the popularity of content or of any online account.

4.6 Without prejudice to TX's rights of restriction, suspension and termination under Clause 4 above, TX reserves the right to terminate your Account and/or your access to all or any part of the Site or Services if you are in breach of any of these conditions or if TX believes that you have been using the Site or any of the Services for unlawful and/or undesirable activities.

4.7 You agree to indemnify and hold TX, 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:

- 4.7.1 any advertisements, listings, postings or User Content placed by you;
- 4.7.2 any products and services offered, sold, provided, or advertised by you;
- 4.7.3 your use of any Services;
- 4.7.4 your breach of warranty, or breach of any terms and conditions of these conditions; or
- 4.7.5 your misrepresentation, fraudulent acts, tortious acts, breach of contract, or violation of any rights of another person or entity.

5. User Content

5.1 Please exercise respect when participating in any community feature on the Site or the Services which permits you to upload or submit User Content.

5.2 You may not submit, upload or publish through the Site or the Services any User Content that is inaccurate, misleading, libellous, defamatory, threatening, pornographic, obscene, indecent, lewd, abusive, illegal, political, racist, religious, false, an infringement of any intellectual property rights of a third party, or would otherwise violate or encourage the violation of any law (including the Official Secrets Act (Cap.213)) or the proprietary or other rights of any third party (individually and collectively “Improper Works”). Furthermore, you may not submit or publish User Content that solicits funds, or includes programs that contain viruses, Trojan horses, worms, time bombs or any other programs designed to impair the operation and functionality of the Site, Services, Servers, or any computer.

5.3 If, at any time you contribute, submit, upload or post User Content to TX or the Site or using the Services, you automatically:

5.3.1 and irrevocably grant and assign to TX an equal share of all intellectual property rights, title and interests (including copyright) in the User Content, in all forms and media, and in all countries of the world, to be co-owned as tenants-in-common, with full rights to use, license, exploit and enforce the said intellectual property rights and to assign the above share of co-ownership, and without any obligation for TX to account to you for any proceeds thereof, and you also agree and undertake to execute at the request of TX, such other instruments, assurances or documents, as may be required to vest in TX, or required for TX to register in any jurisdiction, all the title or rights as referred to herein. For the avoidance of doubt, and without derogation from the above, TX and its affiliates, subsidiaries and subcontractors (including its Internet content hosting servers and delivery networks) shall have a non-exclusive, royalty-free, irrevocable, perpetual and worldwide right to use (including without limitation, to store, reproduce, modify, distribute, publish, display, communicate, transmit, broadcast, podcast, webcast, or broadcast) and to sub-license the User Content whether or not in connection with the provision of the Services and/or on or via the Site and other websites;

5.3.2 represent and warrant that:

- (i) all such User Content are your own original works and creations and do not and will not infringe the copyright or any other intellectual property or other rights of any third party;
- (ii) none of the User Content are proprietary or confidential;
- (iii) none of the User Content are Improper Works, nor will they expose TX to any civil or criminal proceedings in any part of the world; and
- (iv) the use by TX and other users for the purposes and in the manner set out in this Clause 6.3, and the hosting of such User Content on the Servers by TX will not require any further licences or rights from, or infringe any intellectual property or other rights of, any third party; and

5.4 TX at all times retains the sole discretion to remove or decline to accept any User Content from the Site without assigning any reason whatsoever. Without limiting the foregoing right,

TX may monitor the Site for Improper Works (but is not obliged to do so) and reserves the right to remove any User Content which TX believes are Improper Works, or which is the subject of any dispute.

- 5.5 TX may in its sole and absolute discretion lift the restriction or suspension of your access to the Site, Services or Account, if TX is satisfied that the User Content no longer constitutes Improper Works or is the subject of any dispute. If full payment was received by TX for the display of such removed User Content, TX will restore such paid User Content (provided always that such User Content is no longer deemed as Improper Works or is the subject of any dispute) on to the Site until the remaining term for its display expires. For the avoidance of doubt, TX shall not be obliged to extend the term for the display of paid User Content, for the time period that such User Content was removed from the Site. In the event that TX fails to restore the paid User Content for whatsoever reason, you agree that TX shall only be liable to refund the amounts paid for the display and publication of such User Content, on a pro-rated basis for the remaining and unexpired term for its display.
- 5.6 You agree to indemnify and hold TX, and its subsidiaries, affiliates, officers, agents, co-branders or other 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 User Content you submit, post to or transmit through the Site or Services.

6. Services

6.1 General

You acknowledge and agree that:

6.1.1 Some Services are subject to further terms and conditions or the execution of a separate contract between TX and yourself.

6.1.2 TX shall be entitled at any time, at its sole discretion and without prior notice, to:

6.1.2.1 add to, vary, terminate, withdraw or suspend the whole or any part or feature of any Service; and/or

6.1.2.2 add new Services.

6.1.3 Where new Services are added, these conditions will also apply to such new Services, in addition to any further terms and conditions notified to you.

6.2 Online Content Services by Subscription

The terms and conditions governing the subscription on or via the Site to TX Content, can be found on our website and are hereby incorporated by reference into these conditions.

7. Fees

- 7.1 TX may offer the use of any Service, subject to payment of a fee or other charges to TX. If you wish to use such Service, you shall make full and prompt payment to TX of the applicable fees

in accordance with the payment terms specified by TX at the point of transaction. Unless otherwise stated, all fees are quoted in Singapore dollars.

- 7.2 You acknowledge and agree that TX in its sole and absolute discretion, may now or in the future impose a fee or vary any fee for any Service by notifying you.
- 7.3 In the event that any fee for any Service is stated erroneously on the Site or otherwise, as determined in the sole discretion of TX, TX:
 - 7.3.1 is not obliged to provide the Service to you at the erroneous fee; and
 - 7.3.2 shall be entitled to rectify such error by giving you written notice of the error and of the correct fee.If you do not agree to make payment of the correct fee after being notified, you may terminate the Service and TX shall refund any fees paid by you to TX on a pro-rated basis for the remaining and unexpired portion of the term for such Service, as your sole remedy.
- 7.4 In the event that TX terminates or withdraws the operation of any Service, TX may refund any fees paid by you to TX, on a pro-rated basis for the remaining and unexpired portion of the term for such specific and relevant Service.
- 7.5 If your Account is terminated at any time by TX for breach of the Agreement, or if you cancel any payable Service, you shall not be entitled to any refund of any fees that have been paid to TX and shall be liable to pay TX the unpaid balance of the full amount of the agreed fees for the Service.
- 7.6 Your use or access of certain Services or TX Content may require payment of additional charges to other third party service providers, including your telecommunications service provider or mobile service provider. You shall be solely responsible for the payment of any applicable telecommunications charges, data charges or other charges incurred in connection with your use or access of the Services or TX Content. You should check with your relevant third party service provider(s) if any such additional charges are applicable, prior to using, accessing or purchasing any Service or TX Content.

8. TX's Legal & Regulatory Compliance Obligations

- 8.1 You acknowledge that TX may be required under applicable law or upon the receipt of legitimate instructions from government authorities, to carry out acts in breach of the terms of this Agreement, and you hereby agree not to hold TX liable or responsible for any such breach of the Agreement.

9. Evidence

- 9.1 You hereby agree that:

- 9.1.1 All records of TX relating to the Services, your use or access of the Services or the Site, your Account, your particulars, any Content, or this Agreement (collectively "Records"), though in electronic form, are written documents, and you shall not dispute or challenge the validity or enforceability of any Record on

the grounds that it is not a written document, is in electronic form, or was produced by or is the output of a computer system, and you hereby waive any such right you may have at law; and

9.1.2 the Records, though in electronic form, are original documents, and you will not challenge the admissibility of any Record on the grounds that it is made in electronic form.

(Last updated: 25 June 2020)