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All intellectual property or other proprietary rights in our Website and all materials found on our Website ("the Content") (including our company name, logos, all related products, service names, designs, marks and slogans) are owned by Portnet.com Pte Ltd, our related companies, and/or any third party owner of such rights as the case may be.

2 Use of Website

2.1 You may only view, copy, distribute or otherwise use the Content if:

2.1.1 all such use is for internal, non-commercial and informational purposes only, and if you intend to use the Content for any other purposes, you will first apply to us at csc@portnet.com for permission to do so (which permission shall be subject to our sole discretion and may be withdrawn without explanation or notice if we, in our sole discretion, decide that such use is excessive or inappropriate); and

2.1.2 all copies that you make of the Content will bear the relevant copyright, trademark or other proprietary notice located on our Website.

2.1.3 save as provided herein, your access to the Website shall in no way constitute any licence or right of use granted by us, of the Content.

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You may set up hypertext links from other websites to any part of our Website, if:

2.2.1 you first obtain our written approval from Portnet.com at csc@portnet.com (which approval shall be subject to our sole discretion and may be withdrawn without explanation or notice if we, in our sole discretion, decide that such set up is excessive or inappropriate);

2.2.2 you ensure that our Website must be accessed with its domain name displayed and nothing on your own website suggests or could be understood to imply that any part of our Website is part of your website;

2.3 Information

You will not send to us any confidential or proprietary information. All information and materials sent to the website by you will therefore be treated by us as non-confidential and non-proprietary, and you hereby grant us the right to use all such information and materials in any way without need for notification to you or for your prior approval.

2.4 Access

We reserve the right to suspend or terminate your access to our Website at any time without notice, at our discretion, for any reason.

3 Disclaimer

3.1 Content

We obtain our Content from a wide range of sources and it includes facts, views and information likely to be of interest to you. While all reasonable care is taken, we do not guarantee the accuracy, completeness, timeliness, performance or fitness for any particular purpose of our Content or Website, nor do we accept any liability for any contract or arrangement made or proposed to be made between you and any third party named on our website.

3.2 Warranty

Your access to, and use of, the Website, the Content, and the internet, are at your own risk. Our Website and Content are provided by us "as is" and "as available" without warranty of any kind, either expressed or implied, (including, but not limited to warranties of title, non-infringement, or the implied warranties of merchantability or, fitness for a particular purpose), save if, and to the extent that they may not lawfully be excluded.

3.3 Limitation of Liability

In no event shall we be liable for any losses or damages whatsoever, (including special, indirect, consequential or incidental damages or damages for loss of profits, revenue, use, or data) whether brought in contract or tort, arising out of or connected with your use of connection and access to the Website and Content or the use, reliance upon or performance of any material contained in or accessed from our Website.

3.4 Indemnity

You agree to indemnify, defend, and hold harmless us, our directors, officers, employees, agents and licensors, from and against all losses, damages, claims, costs, expenses, demands and actions arising out of the wrongful or negligent use by you of the Website and its Content, and/or any breach by you of these Terms.

3.5 Endorsements

This Website contains references to other parties (including their products and/or services) and hypertext links that allow you to access or refer to websites operated by other parties. Such references and links are provided for your convenience and information only and do not constitute or imply our approval, endorsement, sponsorship or recommendation of the other parties, their information, products, services, (unless expressly stated otherwise) nor of the content, operation or availability of their websites. You acknowledge and agree that any access to and use of such websites or third party information, products and/or services is at your own risk and that we do not control or contribute to such websites or third party

information, products and/ services or their contents. You are solely responsible for reviewing, understanding and accepting the terms and conditions associated with the use of such websites or third party information, products and/or services.

4 Governing Law and Jurisdiction

4.1 Governing law

These Terms are governed by and construed in accordance with the Singapore law and you irrevocably submit to the non-exclusive jurisdiction of the Singapore Courts for all purposes connected with it.

4.2 Arbitration

Any dispute or difference arising out of or in connection with these Terms, our Website or Content, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre, for the time being in force which rules are deemed to be incorporated by reference to this clause.

5 No Waiver

No failure or delay on our part to exercise any rights or remedies available to us under these terms, shall be construed as or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy as the case may be.

6 Severance

If any provision of these Terms is held by a court of competent jurisdiction to be void, voidable, illegal or otherwise unenforceable, the unenforceable portion shall be given effect to the greatest extent possible and the remainder shall remain in full force and effect.