

Member Terms & Conditions

By clicking on the "I Accept", "Submit", "Login", "Register", "Sign Up" or similar button or checking the "I Accept" or similar box at the end of the Account 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. In the event of any conflict, inconsistency or ambiguity between these Member Conditions and the Website Conditions, these Member Conditions shall govern and take precedence over the Website Conditions:

1. Definitions

1.1. All defined terms in the Website Conditions, apply to these Member Conditions unless specifically defined in these Member Conditions.

2. User Name, Password, Account Information

2.1. 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:

(a) share with or permit others to use your Account or Password (defined in Clause 2.3); or

(b) 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 CONA Pte Ltd. and constitutes an offence under Section 8 of the Computer Misuse Act (Cap. 50A).

2.2. You shall provide CONA Pte Ltd. 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.

2.3. As part of the registration process for the Account, you will select a password ("Password") and user name ("User Name"). You may not:

(a) select or use a User Name of another person with the intent to impersonate that person;

(b) use a name subject to the rights of any other person without authorisation; or

or offensive.

CONA Pte Ltd. may from time to time implement additional verification measures to confirm or verify your identity or require further information from you before permitting access to your Account.

2.4. You shall promptly notify CONA Pte Ltd. 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. CONA Pte Ltd may also prescribe other security procedures applicable to the Services, which you must comply with.

2.5. You shall be bound by and responsible for, and CONA Pte Ltd. 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.

2.6. 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.

2.7. CONA Pte Ltd. 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.

2.8. You agree that CONA Pte Ltd. reserves the right to change or re-assign User Names and/or Password(s) at its sole discretion by giving you notice. CONA Pte Ltd. shall not be liable for any loss, damage, cost or expense incurred by you as a result of such change or re-assignment.

2.9. Unless prior written notice of no less than thirty (30) days (or such other period specified by CONA Pte Ltd.) is given to CONA Pte Ltd., you agree that CONA Pte Ltd. may automatically renew your membership or subscription account upon expiration.

3. Use of Account Information

3.1. In addition to and without limiting the terms of our Privacy Policy, by providing the information requested for your Account, you hereby consent to CONA Pte Ltd.'s collection, use and disclosure of all such information and information relating to your use of the Site or Services for the following purposes:

- (a) to respond to your requests and queries;
- (b) to provide the Services to you;

of the Services;

(d) to communicate information and updates to you in relation to the Services;

(e) to enforce these Member Conditions and the Website Conditions and our legal rights and remedies;

(f) for marketing research, user profile and statistical analysis for the improvement of the Services;

(g) 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);

(h) 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

(i) for any other purpose reasonably related to the purposes listed above, provided that CONA Pte Ltd. shall not disclose credit card account information except for the purposes set out in Clauses 3.1(b) and 3.1(c) above.

4. Suspension and Termination of Account

4.1. You agree that CONA Pte Ltd. has the right in its sole and absolute discretion and without notice to:

(a) restrict, suspend, or terminate your access to all or any part of the Services; and/or

(b) 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, CONA Pte Ltd. reserves the right to deactivate your Account if it has been inactive for a period of three (3) months or more, or if you are in breach of any of our Website Conditions or these Member Conditions or if CONA Pte Ltd. believes that you have been using the Account for unlawful and/or undesirable activities.

4.2. You agree not to hold CONA Pte Ltd. 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.

5.

Member Obligations

5.1. You represent and warrant that you have read and agree to be bound by our Website Conditions and these Member Conditions

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

(a) to treat all users with respect and civility;

(b) 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;

(c) 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;

(d) not to harvest or otherwise collect information about users, including email addresses, without CONA Pte Ltd.'s prior written consent.

5.3. You agree that when using the Services:

(a) you will only submit, upload or publish User Content in strict compliance with Clause 6 below;

(b) you will use the Services for lawful purposes only and in accordance with the Website Conditions or these Member Conditions and all applicable laws, rules, codes, directives, guidelines, policies and regulations;

(c) you will not offer for sale items and/or services which are illegal, banned, unlicensed, controlled, or socially or morally reprehensible items;

(d) 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
(e) you will not alter, delete, manipulate, undermine or interfere with the listings or postings of any other Member.

5.4. Any infringing, fraudulent, abusive, or otherwise illegal activity, or any breach of the Website Conditions or these Member Conditions, shall be grounds for termination of your use of the Site and Services and/or your Account, at CONA Pte Ltd.'s sole and absolute discretion, and you may be reported to appropriate law enforcement agencies.

5.5. Without prejudice to CONA Pte Ltd.'s rights of restriction, suspension and termination under Clause 4 above, CONA Pte Ltd. 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 Member Conditions or the Website Conditions or if CONA Pte Ltd. believes that you have been using the Site or any of the Services for unlawful and/or undesirable activities.

5.6. You agree to indemnify and hold CONA Pte. Ltd., 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:

- (a) any advertisements, listings, postings or User Content placed by you;
- (b) any products and services offered, sold, provided, or advertised by you;
- (c) your use of any Services;
- (d) your breach of warranty, or breach of any terms and conditions of these Member Conditions; or
- (e) your misrepresentation, fraudulent acts, tortious acts, breach of contract, or violation of any rights of another person or entity.

6. User Content

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

6.2. 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, spam, malware, illegal, political, racist, religious, blasphemous, 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), Protection from Online Falsehoods and Manipulation Act 2019 (No. 18 of 2019) and the Protection from Harassment Act (Cap. 256A)) 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.

6.3. If, at any time you contribute, submit, upload or post User Content to CONA Pte Ltd. or the Site or using the Services, you automatically:

(a) and irrevocably grant and assign to CONA Pte Ltd. 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 CONA Pte Ltd. to account to you for any proceeds thereof, and you also agree and undertake to execute at the request of CONA Pte Ltd., such other instruments, assurances or documents, as may be required to vest in CONA Pte Ltd., or required for CONA Pte Ltd. 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, CONA Pte Ltd. 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-licence the User Content whether or not in connection with the provision of the Services and/or on or via the Site, other websites, and other printed and online publications and newspapers;

(b) 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 CONA Pte Ltd. to any civil or criminal proceedings in any part of the world; and

(iv) the use by CONA Pte Ltd. 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 CONA Pte Ltd. will not require any further licences or rights from, or infringe any intellectual property or other

rights of, any third party; and

(c) if the User Content constitutes or is likely to constitute "election advertising" as defined in the Parliamentary Elections Act (Cap.218) and is contributed, submitted, uploaded or posted during the period beginning with the day the writ of election is issued for an election and ending with the start of polling day at that election (and without prejudice to Clause 6.2 and the rest of this Clause 6.3), represent and warrant that:

(i) if you are a candidate or an election agent, you have complied with all relevant laws and regulations in relation to such election advertising, including the

Parliamentary Elections Act and the Parliamentary Elections (Election Advertising) Regulations, as amended from time to time; and

(ii) if you are not a candidate or an election agent, you are a citizen of Singapore, you are not contributing, submitting, uploading or posting the said User Content at some other person's direction or on some other person's behalf and you will not receive and have not agreed to receive, and have not contracted for, any money, gift, loan, property, valuable consideration, office, place or employment, for yourself or for any other person, for or in connection with the contribution, submission, uploading or posting of the said User Content.

6.4. All User Content are not monitored by us. We do not pre-screen nor do we exercise editorial control over User Content, and are not responsible for the same. However, CONA Pte Ltd. at all times retains the sole and absolute discretion to:

(a) remove or decline to accept any User Content from the Site without assigning any reason whatsoever; and/or

(b) screen, delete and/or remove any Content made available on the Sites or Services, including where CONA Pte Ltd. receives a complaint from another user or a notice of intellectual property infringement or other direction for removal, or where in CONA Pte Ltd.'s sole and absolute opinion such Content is in breach of the Website Conditions or these Member Conditions, or is illegal or otherwise objectionable, or for any other reason as CONA Pte Ltd. may see fit.

Without limiting the foregoing right, CONA Pte Ltd. may monitor the Site for Improper Works (but is not obliged to do so) and reserves the right to remove any Content, including User Content which CONA Pte Ltd. believes are Improper Works, or which is the subject of any dispute. CONA Pte Ltd. may delete, archive, block or remove communications by you (including but not limited to feedback, postings, messages and/or chats).

6.5. CONA Pte Ltd. may in its sole and absolute discretion lift the restriction or suspension of your access to the Site, Services or Account, if CONA Pte Ltd. is satisfied that the User Content no longer constitutes Improper Works or is the subject of any dispute. If full payment was received by CONA Pte Ltd. for the display of such removed User Content, CONA Pte Ltd. 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, CONA Pte Ltd. 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 CONA Pte Ltd. fails to restore the paid User Content for whatsoever reason, you agree that CONA Pte Ltd. 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

6.6. You agree to indemnify and hold CONA Pte Ltd., 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.

7. Use of Services

7.1. General

You acknowledge and agree that:

- (a) Some Services are subject to further terms and conditions or the execution of a separate contract between CONA Pte Ltd. and yourself.
- (b) CONA Pte Ltd. shall be entitled at any time, at its sole discretion and without prior notice, to: (i) add to, vary, terminate, withdraw or suspend the whole or any part or feature of any Service; and/or (ii) add new Services.
- (c) Where new Services are added, these Member Conditions and the Website Conditions will also apply to such new Services, in addition to any further terms and conditions notified to you.

7.2. Print Content Services by Subscription

- (a) The terms and conditions governing the subscription on or via the Site to print Content of CONA Pte Ltd. including any print newspapers or magazines ("CONA Pte Ltd. Print Content"), can be found here, and are hereby incorporated by reference into these Member Conditions.

7.3. App Services by Subscription

- (a) The terms and conditions governing the subscription on or via the Site to an App or the content or services of an App ("App Services"), can be found here, and are hereby incorporated by reference into these Member Conditions.

7.4. Online Content Services by Subscription

- (a) The terms and conditions governing the subscription on or via the Site to CONA Pte Ltd. Content, can be found here and are hereby incorporated by reference into these Member Conditions.

7.5. Package Subscription

- (a) CONA Pte Ltd. may offer a package deal for subscribing to a combination of certain CONA Pte Ltd. Print Content, App Services and/or CONA Pte Ltd. Content on or via the Site ("Package Subscription"). The terms and conditions governing each component of the Package Subscription are hereby incorporated by reference pursuant to Clauses 7.2(a), 7.3(a) and 7.4(a), unless and except to the extent that there is any conflict or inconsistency with this Clause 7.5, in which case this Clause 7.5 shall prevail and govern.

- (b) You agree to pay any subscription fees and other charges for the Package Subscription at the rates in effect when the fees and charges are incurred ("Package Fees"). No cancellation or early termination of the Package Subscription by you is allowed, and subject to Clause 8.3 and Clause 8.4, all Package Fees paid for the Package Subscription are non-refundable. In the event of any cancellation or early termination of the Package Subscription by you, CONA Pte Ltd. shall be entitled to recover the unpaid balance of the Package Fees from you. If a Package Subscription was subscribed to during any promotion where a discount or special consideration

was given in return for a commitment to a minimum service period, an administrative fee of \$100 (or such other amount reasonably related to the extent of the discount or special consideration and the duration of the subscription period, as determined in the sole discretion of CONA Pte Ltd.) may be imposed by CONA Pte Ltd. for any cancellation or early termination of a Package Subscription by you.

(c) Unless otherwise indicated, the Package Subscription will automatically renew for further period(s), each equivalent to the duration of the contracted subscription period, (each a "Renewal Term") and you agree to be charged the Package Fees for the Renewal Term using the payment method currently associated with your Account, if any. You may cancel the automatic renewal at least three (3) days but no more than thirty (30) days (or such other period specified by CONA Pte. Ltd.) before the expiry of the current subscription period, by notifying CONA Pte Ltd.

8. Fees

I-LINKHR Pte. Ltd. reserves the right to make such deductions from your payout in accordance with the terms of this Agreement, as may be authorised by you and/or as may be notified to you by CONA Pte Ltd. Where applicable, you agree and understand that the role of CONA Pte Ltd. as collection agent is merely for administrative purposes and CONA Pte Ltd. does not owe you a duty of care or any fiduciary duty.

(i) To redeem a payout, you must maintain an active account and provide us with the minimum relevant information (such as a valid bank account number and documentation to allow us to validate the bank account) we require to process the redemption. CONA Pte Ltd. shall have no duty to inquire or investigate any communication or instruction, including without limitation any redemption request, furnished by you to us and we are entitled to rely on any such communication or instruction and shall not be liable for acting or refraining from acting upon any such communication or instruction we reasonably believe to be genuine.

(j) You shall be solely liable and responsible for any taxes and statutory contributions due in respect of any fees or sums paid or payable to you under or in connection with any Service and this Agreement. You agree that CONA Pte Ltd. shall be entitled to withhold any amount from the payments due to you in accordance with the prevailing tax rate.

(k) Without prejudice to any other remedies that CONA Pte Ltd may pursue, in the event that there are any errors resulting in an excess payment to you, CONA Pte Ltd may:

(i) suspend, delay, redirect, reverse or cancel any payment transaction, or instruct its payment services providers to do so; and/or

(ii) set-off against or deduct the excess sum paid against/from any future fees due to you, or any other sums owed to you.

8.1. CONA Pte Ltd. may offer the use of any Service, subject to payment of a fee or other charges to CONA Pte Ltd.. If you wish to use such Service, you shall make full

and prompt payment to CONA Pte Ltd. of the applicable fees in accordance with the payment terms specified by CONA Pte Ltd. at the point of transaction. Unless otherwise stated, all fees are quoted in Singapore dollars.

8.2. You acknowledge and agree that CONA Pte Ltd. 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.

8.3. In the event that any fee for any Service is stated erroneously on the Site or otherwise, as determined in the sole discretion of CONA Pte Ltd., CONA Pte Ltd.:

(a) is not obliged to provide the Service to you at the erroneous fee; and

(b) shall be entitled to rectify such error by giving you written notice of the error and of the correct fee.

8.4. In the event that CONA Pte Ltd. terminates or withdraws the operation of any Service, CONA Pte Ltd. may (but is not obliged to) refund any fees paid by you to CONA Pte Ltd., on a pro-rated basis for the remaining and unexpired portion of the term for such specific and relevant Service.

8.5. If your Account is terminated at any time by CONA Pte Ltd. 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 CONA Pte Ltd. and shall be liable to pay CONA Pte Ltd. the unpaid balance of the full amount of the agreed fees for the Service.

8.6. Your use or access of certain Services or CONA Pte Ltd. 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 CONA Pte Ltd. 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 CONA Pte Ltd. Content.

9. CONA Pte Ltd.'s Legal & Regulatory Compliance Obligations

9.1. You acknowledge that CONA Pte Ltd. 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 CONA Pte Ltd. liable or responsible for any such breach of the Agreement.

10. Evidence 10.1.

You hereby agree that:

(a) All records of CONA Pte Ltd. 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

(b) 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.