# **Website Terms Of Use**

# Terms and Conditions for the use of this Website

These terms and conditions govern the use of http://www.mediklean.com/ ("this website") and, in conjunction with our Terms and Conditions for the Sale of Goods (above], the purchase of any goods from it.

# **Acknowledgment and Acceptance**

By accessing, using or browsing this website, you agree that your access to, and use of, this site is subject to these terms and all applicable laws, and is at your own risk. We may amend or update these terms and conditions at any time by posting any changes at this website, without providing notice to you.

# **Copyright and Trade Marks**

Copyright in this website and its content is owned or licensed by Mediklean Pte Ltd (Singapore). You may view this site and its contents using your web browser and electronically copy and print hard copies of parts of this site solely for personal, non-commercial use. Except as permitted by the Copyright Act or other applicable laws, any other use, including any commercial use of the content of this site, is strictly prohibited.

This website also contains registered trademarks and trademarks which are otherwise protected by law. Except as expressly authorised, the use or misuse of any of these trademarks is strictly prohibited.

#### **Disclaimer**

The information contained on this website is provided by Mediklean in good faith. To the best of Mediklean's knowledge, the information is accurate and current. However, this site and its contents are provided to you on "as is" basis. The site may contain errors, faults and inaccuracies and may not be complete and current.

Mediklean and its related bodies corporate, and their directors, officers, employees, or agents and distributors ("Mediklean Associates") make no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials or products included on this site, except as otherwise provided, and then only to the minimum extent required, under any applicable laws.

# **Limitation of Liability**

Subject to any non-excludable liability implied by legislation, any liability of Mediklean or Mediklean's Associates in connection with goods or services supplied to you will, at the election of Mediklean, be limited to:

- In relation to goods, the replacement or repair of the goods, the supply of
  equivalent goods, the payment of the cost of replacing or repairing the goods or
  the payment of the cost of obtaining equivalent goods; and
- In relation to services, the supply of the services again or the payment of the cost of having the services supplied again.
- Subject to non-excludable liability (including under consumer laws), in all other
  respects, Mediklean will not be liable to you or any other person for any direct,
  indirect, incidental, special, consequential, punitive or exemplary damages,
  including but not limited to damages for loss of profits, business interruption or
  the loss of data or information, or damages for product liability, personal injury or
  negligence resulting from use of goods or services supplied to you, or on behalf
  of you, through this website.

# **Virus Warning**

All care is taken to ensure that this website and data transmissions are free from viruses. However Mediklean cannot guarantee that any file or program available for download and/or execution from or via this site is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. it is your responsibility to scan any such data for viruses. You assume all risk of use of all programs and files on this site, and you release Mediklean entirely of all responsibility for any consequences of its use.

#### **Use of Cookies**

Cookies are small pieces of information that your browser stores on your computer hard drive.

We use cookies to provide you site usage information as well as to assist us to improve and develop the products and services we offer. Our cookies do not contain any personal identifiable information.

If you disable cookies on your web browser, you may not be able to fully experience all features of this website.

# **Third Party Sites**

This site may contain links to third party sites. Mediklean are not responsible for the condition or content of those sites as they are not under Mediklean s control. You access those sites and/or use the site's products and services solely at your own risk.

The links are provided solely for your convenience and do not indicate, expressly or impliedly, an endorsement by Mediklean of the sites or the products or services provided on the site.

Mediklean do not permit any linkages to this site without prior permission.

# **Applicable Law**

These Terms and Conditions are governed by the laws of Singapore, and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Singapore and any Courts which may hear appeals from those Courts.

This site may be accessed from Singapore or overseas. Mediklean make no representations that the content of this site complies with the laws (including intellectual property laws) of any country outside Singapore. If you access this site from outside Singapore, you do so at your own risk and are responsible for complying with the laws in the place where you access the site.

#### **User Submissions**

By accessing, browsing, using, registering or contributing to the Mediklean's website and any other area of our website where you can post submissions or reviews or ask questions you confirm that you have read, understood and agree to the following terms. If you do not agree to these terms in their entirety, you must not use this website.

# **Ownership of Submissions**

Other than personal data which is subject to our Privacy Policy all comments, blogs, feedback, suggestions, questions, ideas, artwork, images, product or marketing ideas and any other submissions disclosed, submitted or offered to Mediklean on or through the website or otherwise disclosed, submitted or offered by you (collectively, "Submissions") shall become and remain the property of Mediklean once submitted. You must comply with the content standards set out in these terms. You warrant that you own or have the right to use any Submissions and that your Submissions will comply with these standards and guidelines.

# **Social Networking Sites**

These terms also govern any submissions you make on any Mediklean related third party website or page such as our Facebook page, Twitter, YouTube or other social networking site. All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect the opinions or ideas of Mediklean or its employees and Mediklean is not responsible for any such content. In any event, all material posted on any third party social networking site must comply with these terms and the third party social networking sites terms of use, as applicable.

# **Intellectual Property Rights**

A disclosure, submission or offer of any submissions and your agreement to these terms and conditions shall constitute an assignment to Mediklean of any intellectual property rights. Whenever you make use of a feature that allows you to upload material to our site, including questions, or to make contact with other users of our site or to make submissions on any Mediklean related third party website or page, you must comply with the content standards set out below and these terms. Any third-party advertising on Mediklean pages of third party social networking sites are not the responsibility of, or endorsed by, Mediklean. All rights, including copyright on Mediklean pages are owned by or licensed to Mediklean. Any use of any Mediklean social networking pages or their contents, including copying or storing them in whole or in part, other than for your own personal, non-commercial use is prohibited without the permission of Mediklean. All worldwide rights reserved.

# Confidentiality

Any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any material in the Submissions for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site or any Mediklean related third party social networking site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any Submissions you make on our website if, in our opinion, such Submission does not comply with the content standards set out below.

#### **Rules for Submissions**

- 1. Please be polite and only write in English.
- 2. You confirm that the Submission is your own and that the content does not infringe the material, trade marks or intellectual property of others.
- 3. If you require an immediate response from us or have a comment about our service please contact us directly for a quicker response.
- Submissions should not include:
  - a. profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others.
  - comments about other reviewers or bloggers.
  - c. remarks that repeat criminal accusations, false, defamatory or misleading statements.
  - d. material which impersonates others.
  - e. spam or advertising, third party brand names or trade marks.

- f. personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers.
- g. HTML code, computer script or website URLs.
- h. availability, price or alternative ordering or delivery information.
- i. information about Mediklean's suppliers or manufacturers.
- 5. Mediklean, in its absolute discretion, reserve the right to:
  - a. not publish the Submission or remove it.
  - b. take any appropriate action if deemed necessary.
  - c. remove reviews which relate to seasonal products which are no longer in season.

Please let us know if you see any Submissions which do not comply with our rules.