

## Terms of Use

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In these Terms of Use, "Content" generally refers to data, text, files, information, screen names, profiles, images, graphics, photographs videos, video clips, audio, sounds, musical works, works of authorship, applications, links and hyperlinks.

In these Terms of Use, "we", "us", "our" or "Pages.SG" or "NextGen" refers to NextGen Ventures Pte Ltd, and "you", "your", "user" or "users" refers to you as the user, individual or business, as the user of our websites, products or services.

### Basic Terms

1. You must be 18 years or older, or a registered business to use Our Solutions.
2. You are responsible for obtaining the data network access necessary to use Our Solutions. Your network's data and rates and fees may apply if you access or use Our Solutions from a wireless-enabled device and you shall be responsible for such rates and fees
3. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use Our Solutions and any updates thereto. In addition, Our Solutions may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications
4. You may not upload any images, graphics, photographs, videos or content that is deemed unlawful, offensive, malicious, threatening, libellous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property.
5. You are responsible for any activity that occurs under your name, your account, or your business name in Our Solutions.
6. You are responsible for keeping your password secure.
7. You must not abuse, harass, threaten, impersonate or intimidate other users.
8. You may not use Our Solutions for any illegal or unauthorized purpose.
9. You are solely responsible for your conduct and any Content that you submit, post, and display on Our Solutions.
10. You must not modify, adapt or hack Our Solutions or modify another website so as to falsely imply that it is associated with Our Solutions.
11. You must not crawl, scrape, or otherwise cache any content from Our Solutions including but not limited to user profiles, images, graphics and photographs You

agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on Our Solutions.

12. You must not create or submit unwanted comments or content to any users of Our Solutions.
13. You must not use web URLs in your name.
14. You must not transmit any malware, worms or viruses or any code of a destructive nature.
15. You must not, in the use of Our Solutions, violate any laws in your jurisdiction (including but not limited to copyright laws).
16. You must not use Our Solutions or any of its contents to advertise or solicit, for any other commercial, social, political or religious purpose, or to compete, directly or indirectly with NextGen.
17. Violation of any of these agreements will result in the termination of your account in Our Solutions. While we prohibit such conduct and content on Our Solutions, you understand and agree that NextGen cannot be responsible for the Content posted on Our Solutions and you nonetheless may be exposed to such materials and that you use Our Solutions at your own risk.

**Representations and warranties:**

You represent and warrant that

1. You have the authority and legal capacity to enter into and perform legally binding contracts under applicable law.
2. If you are a corporate entity:
  - a. you are a corporation duly incorporated and/or registered and validly existing under the laws of its incorporation, with full power and authority to own its assets and properties, and to conduct its business, either directly or through its subsidiaries or associates, as currently conducted (if applicable); and
  - b. your use of our website and services shall not result in a breach of your constitutional documents (if applicable), result in an infringement, or constitute a default under, any directive, instrument, contract, document or agreement to which you are a party or by which you are bound, or result in a breach of any law, rule, regulation, ordinance, order, judgment or decree of or undertaking to any court, government body, statutory authority or regulatory, administrative or supervisory body.
3. Your use of Our Solutions will comply with all applicable laws and regulations. International users agree to comply with all local laws regarding online conduct and acceptable content.
4. All information provided by you to NextGen is true and accurate; and

5. Any content or pictures uploaded by you to Our Solutions, do not violate or infringe another party's rights of publicity, privacy, copyright, trademark or any other intellectual property rights.

#### General Conditions

1. We reserve the right to modify or terminate the user account of Our Solutions for any reason, without notice at any time.
2. We reserve the right to alter these Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, we will notify you via internet mail according to the preference expressed on your account. What constitutes a "material change" will be determined at our sole discretion, in good faith and using common sense and reasonable judgement.
3. We reserve the right to refuse registration or access to Our Solutions to anyone for any reason at any time.
4. We reserve the right to force forfeiture of any username that becomes inactive, violates trademark, or may mislead other users.
5. We may, but have no obligation to, remove Content and accounts containing Content that we determine in our sole discretion are unlawful, offensive, malicious, threatening, libellous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.
6. We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames.

#### Proprietary Rights in Content on Our Solutions

1. NextGen does NOT claim ANY ownership rights to the Content that you post or upload on or through Our Solutions. By displaying, uploading or publishing ("posting") any Content on or through Our Solutions, you hereby grant to NextGen a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such Content, including without limitation distributing part or all of the materials in Our Solutions in any media formats through any media channels.
2. Some of Our Solutions are supported by advertising revenue and may display advertisements and promotions, and you hereby agree that NextGen may place such advertising and promotions on Our Solutions or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
3. You represent and warrant that: (i) you own the Content uploaded or posted by you on or through Our Solutions or otherwise have the right to grant the license set forth in this section, (ii) the uploading or posting and use of your Content on or through Our Solutions does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or business, and (iii) the posting of your Content on Our Solutions does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of Content you uploaded or posted on or through Our Solutions.

4. Our Solutions contain Content of NextGen ("NextGen Content") which may include, but is not limited to computer or software code, scripts, design elements, graphics, interactive features, artwork, text communication. NextGen Content is protected by copyright, trademark, patent, trade secret and other laws, and NextGen owns and retains all rights in the NextGen Content and Our Solutions. NextGen hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the NextGen Content (excluding any software code) solely for your personal and non-commercial use in connection with viewing and using of Our Solutions.
5. Our Solutions contain Content of Users and other NextGen licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through Our Solutions.
6. NextGen performs technical functions necessary to offer Our Solutions, including but not limited to transcoding and/or reformatting Content to allow its use throughout Our Solutions.
7. Although Our Solutions are normally available, there will be occasions when Our Solutions will be interrupted for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond the control of NextGen. Also, although NextGen will normally only delete Content that violates this Agreement, NextGen reserves the right to delete any Content for any reason, without prior notice. Deleted content may be stored by NextGen in order to comply with certain legal obligations and is not retrievable without a valid court order. Consequently, NextGen encourages you to maintain your own backup of your Content. In other words, NextGen is not a backup service. NextGen will not be liable to you for any modification, suspension, or discontinuation of Our Solutions, or the loss of any Content.
8. NextGen does not grant you any other rights whatsoever in relation to Our Solutions or the material on Our Solutions. All other rights are expressly reserved by NextGen.

#### Enforcement of Proprietary Rights

If NextGen discovers that you have used its copyrighted or other protected materials in contravention of the terms of the license granted above, NextGen may bring legal proceedings against you, seeking monetary damages and an injunction against you. You could also be ordered to pay legal fees and costs. If you become aware of any use of NextGen's copyright or protected materials that contravenes or may contravene the terms of the license granted above, immediately report this to NextGen at [admin@nextgen.com](mailto:admin@nextgen.com).

#### Links

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#### No Warranty

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NextGen does not warrant that Our Solutions will be constantly available, or available at all; or that Our Solutions are free of defects or errors.

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#### Availability

Our Solutions is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. By offering Our Solutions, that includes information, materials, products or services, no distribution or solicitation is made by NextGen to any person to use Our Solutions or the information, materials, products or services, in jurisdictions where the provision of Our Solutions, the information, materials, products or services, is prohibited by law.

You may use Our Solutions only for your own personal, non-commercial use. You are strictly prohibited from, and agree that you will not, adapt, edit, change, modify, transform, publish, republish, distribute, or redistribute Our Solutions or the material in Our Solutions (in any form or media) without NextGen's prior written consent, save for Content produced by you.

#### Additional Terms

Certain sections, pages or parts of Our Solutions may contain separate terms and conditions, which are in addition to these Terms of Use. In the event of a conflict, the additional terms and conditions will govern for those sections, pages or parts.

#### Governing Law

These Terms of Use are governed by and construed in accordance with the laws of the Republic of Singapore. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

#### Severability

In the event that any one or more of the provisions contained in this Terms of Use shall be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions of this Terms of Use shall not in any way be affected or impaired.

#### Entire Agreement

These Terms of User and other materials referenced herein are the entire agreement between you and NextGen in connection with its subject matter and supersede all previous agreements or understanding between you and NextGen.

Except as provided in these Terms of User, if any provision herein is held to be invalid, void, or for any reason unenforceable, such provision shall be struck out and shall not affect the validity or enforceability of the remaining provisions.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Terms of Use.

#### Assignment

You may not assign or transfer your rights or obligations set out in these Terms of Use without prior written approval from NextGen. NextGen may assign or transfer its rights and obligations in these Terms of Use in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of NextGen's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, NextGen or any third-party provider in relation to the use of Our Services.

#### Disputes

[Any dispute arising out of or in connection with this Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.]

#### Contact Information

If there are any queries, complaints or feedback about this Terms of Use, NextGen may be contacted at [admin@nextgen.com](mailto:admin@nextgen.com).