

## Emjay Enterprises (1984) Pte Ltd TERMS AND CONDITIONS OF USE STATEMENT

IMPORTANT- Please read the following sections carefully before using this Site.

Note on definitions: Throughout this Statement, "you" and "your" refers to the visitor of this Site. "We", "us" and "our" refers to the entity Emjay Enterprises (1984) Pte Ltd and the two terms are used interchangeably.

### 1. General Terms and Conditions

1.1 Usage and viewing of the Emjay Enterprises (1984) Pte Ltd Website constitutes your agreement to all the terms and conditions stated in this statement as well as any other terms and conditions stated in any part of this Site (attachments such as document files, flyers etc. are included). Should for any reason you disagree with any of these terms and conditions stated here, please do NOT continue usage of the Site.

1.2 Please take note that we may revise the terms and conditions from time to time and usage and viewing of the Site constitutes your agreement to any such revisions.

1.3 Failure or Delay of Emjay Enterprises (1984) Pte Ltd to enforce any of the terms and conditions listed in this statement will NOT be interpreted as a waiver of these terms and conditions.

1.4 Emjay Enterprises (1984) Pte Ltd may without prior notice or explanation exercise its rights to enforce any of these terms and conditions listed in this statement at any time Emjay Enterprises (1984) Pte Ltd deems fitting.

1.5 Should you be aware that anyone is violating the terms and conditions listed in this statement, or should you have any related queries, please email us at the following address: [enquiries@eepl.biz](mailto:enquiries@eepl.biz)

1.6 Emjay Enterprises (1984) Pte Ltd Reserves the right to amend, change or delete any of the clauses listed under " Emjay Enterprises (1984) Pte Ltd TERMS AND CONDITIONS OF USE STATEMENT" and "Emjay Enterprises (1984) Pte Ltd PRIVACY POLICY".

### 2. Conditions of Use of Intellectual Property

2.1 Unless stated otherwise, all rights in the Contents of Site (including but not limited to the following: data, text, pictures, logos etc.) on this Site, Contents of Attachments (including but not limited to the following: Course flyers etc.) found on this Site and Contents of Services (including but not limited to the following: Email correspondences, promotional emails, online flyers etc.) related to this Site are a property of Emjay Enterprises (1984) Pte Ltd, it's third party licensors, third party vendors or affiliates.

2.2 The materials stated in clause 2.1 may not be used at all without the written consent of Emjay Enterprises (1984) Pte Ltd. The restriction on usage of materials includes but is not limited to the following: reproduction, distribution, transmission, broadcasting, alteration etc.

2.3 You may not under any circumstances create a hyperlink pointing to this Site without our written consent.

### 3. Disclaimers

3.1 All contents of site, contents of attachments and contents of services (refer to Clause 2.1 for examples on each item) provided in this Site is on an "as is" and "as available" basis. These contents may include mistakes including but not limited to the following: typographical errors, data inaccuracies, factual errors etc.

3.2 Emjay Enterprises (1984) Pte Ltd disclaim all warranties (including but not limited to the following: warranties or satisfactory quality, merchantability, non-infringement etc.), express or implied, to the fullest extent allowed by the law.

3.3 Without prejudice to the foregoing, we make no warranty as to the correctness and quality of any content obtained through this Site, that any amendments to contents are to be made or that contents will be provided at all times.

### 4. Ordering

4.1 Upon ordering, you are required to provide us with accurate information. Complete Information must also be given in accordance to the rules stated within the forms or other data collecting implements within this Site.

4.2 Your information will be used to provide you with the product you requested, along with any related service (including but not limited to the following: follow up information on registration sent to you via e-mail, related promotional materials we feel you may be interested in). You may request for termination of any materials you are receiving from us via the feedback function found in the Contact Us Page.

### 5. Privacy

5.1 The privacy policy is stated under the Emjay Enterprises (1984) Pte Ltd Privacy Statement. Please also read that statement before commencing use of this site.

5.2 The entire Emjay Enterprises (1984) Pte Ltd Privacy Statement is inclusive as part of this statement and all binding agreements in the former applies in this statement as well.

### 6. Governing Law

6.1 Your usage of this Site, the Emjay Enterprises (1984) Pte Ltd Privacy Policy Statement as well as this statement is governed by, and construed in accordance with the Republic of Singapore laws and legislation.

6.2 By your usage of this Site, you have agreed to submit to the exclusive jurisdiction of the Republic of Singapore courts.

## 7. Representation and Undertakings

7.1 You represent that you have the capacity to agree to these terms and conditions and that you are at least 18 years of age.

7.2 You undertake that:

- a) you would comply fully with the terms and conditions stated in this statement
- b) you would NOT manipulate this Site in any ways, including but not limited to the following: copy and reproduction of source code, recompile codes, decompile codes etc.
- c) you would NOT infringe the copyright and intellectual property and other rights of Emjay Enterprises (1984) Pte Ltd, it's third party licensors, third party vendors or affiliates.
- d) you are responsible for purchase and maintenance of all infrastructure and services needed to access this Site, including but not limited to the followings: PC, laptop, phone lines services, internet access services etc.
- e) you are solely responsible for whatever information is transmitted or made available via functions (including but not limited to the following: online registration forms etc.) in this Site or via emails to Emjay Enterprises (1984) Pte Ltd (note: the domain for Emjay Enterprises (1984) Pte Ltd is [www.emjay1984.biz](http://www.emjay1984.biz). An example of a valid Emjay Enterprises (1984) Pte Ltd email address is [enquiries@eepl.biz](mailto:enquiries@eepl.biz))
- f) Emjay Enterprises (1984) Pte Ltd is not liable and does not control any third party content you come across in this Site. By using this Site, you may be exposed to third party content that could potentially be offensive, indecent, objectionable or illegal. We do not support any such activities by any third party and should you come across such contents, please email us at [enquiries@eepl.biz](mailto:enquiries@eepl.biz) to inform us and we will take the necessary actions.
- g) Emjay Enterprises (1984) Pte Ltd may at its discretion remove any content transmitted or made available by you via this Site should it be found to be offensive, indecent, objectionable or illegal. We reserve the right to determine what contents should or should not be removed.
- h) Emjay Enterprises (1984) Pte Ltd may at its discretion remove any content transmitted or made available by any third party via this Site should it be found to be offensive, indecent, objectionable or illegal. We reserve the right to determine what contents should or should not be removed.
- i) Emjay Enterprises (1984) Pte Ltd may at its discretion remove any content transmitted or made available by any third party via this Site and which you can access - should it be found to be offensive, indecent, objectionable or illegal. We reserve the right to determine what contents should or should not be removed.
- j) Emjay Enterprises (1984) Pte Ltd may provide links to third party Sites. These third party sites are not a responsibility of Emjay Enterprises (1984) Pte Ltd and the presence of these links do not constitute endorsement by Emjay Enterprises (1984) Pte Ltd. All terms and conditions, representations, undertakings and warranties are between you and these third parties should you choose to access these links.

## 8. Indemnity

8.1 You hereby agree to fully indemnify us on demand against

- a) all liabilities, including but not limited to the following: costs, claims, losses, damages, expenses, professional fees etc. which Emjay Enterprises (1984) Pte Ltd might suffer as a result of you breaching any of the terms and conditions stated in this statement
- b) all consequences, including but not limited to the following: direct liabilities, indirect liabilities, incidental liabilities, damages, costs, claims, losses, expenses, professional fees etc. which you may encounter as a result of accessing this Site.

8.2 You hereby agree to fully indemnify us against all warranties, representations and undertakings stated under sections 3 and 7.

8.3 This indemnity extends to any losses Emjay Enterprises (1984) Pte Ltd may incur as a result of inappropriate or illegal use of your information by third parties

## >>Emjay Enterprises (1984) Pte Ltd PRIVACY POLICY

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### General Notes

Emjay Enterprises (1984) Pte Ltd respects the privacy of all who visit our page and purchase our products and services. Please read the following to understand further our privacy commitments and other related information.

This Privacy Statement applies to the Emjay Enterprises (1984) Pte Ltd Website (this "Site"). By using this Site, you are deemed to consent to the privacy practices listed in this statement. If you do not consent to these practices, please do NOT use this website or download any materials from it. Emjay Enterprises (1984) Pte Ltd reserves the rights to all the images and content in this site and authorized downloading and use of any material may be subject to prosecution.

Emjay Enterprises (1984) Pte Ltd will from time to time revise our privacy policy and the materials of this privacy statement. We reserve the right to do so without prior notice to you. Please note that all the latest privacy

practices are binding to you. As such, to ensure you have the latest updates to our privacy practices, do visit this page and read its contents once every four weeks or less.

### **Use of Cookies**

Please note that the Emjay Enterprises (1984) Pte Ltd Site uses temporary cookies.

A cookie is essentially a text file that is placed on your hard drive by the web page server. It does not have capabilities to execute or run programs or infect your computer with viruses. Emjay Enterprises (1984) Pte Ltd uses temporary cookies as a means to maintain efficient navigation between pages during your visit.

Cookies are assigned to you exclusively and can be read only by a Web server in the domain that issued the cookie. Cookies are stored in your browser's active memory and will be terminated at the end of the Site visit.

### **Information Collection and Use**

In general, Emjay Enterprises (1984) Pte Ltd collects certain information to aid us in providing you a higher quality of service and products, as well as to ensure the Site runs smoothly during your visit.

Types of information Emjay Enterprises (1984) Pte Ltd may collect:

- Personally Identifiable information. Examples of such information includes but is not limited to the following: Name, Job Title, Company Name, Telephone Number, E-mail address etc.
- Demographic information. Examples of such information includes but is not limited to the following: Sex, home address etc.
- Comments and other information. Examples of such information includes but is not limited to the following: Comments you post to us, Feedbacks you post to us etc.
- A combination of any or all of the three types of information mentioned above.

Emjay Enterprises (1984) Pte Ltd may use the information for the following purposes:

- Administration. Some of the information we collect are used to provide you with the services or products. For example, we will use the information collected in our order forms to cater to your product preferences and delivery products to you.
- Marketing. For your convenience, we use certain information we collect to provide you with additional services. For example, we may send promotions and flyers we think you may be interested in to you via e-mail. Note: You may request to stop receiving marketing communications or other materials from us by sending us a feedback via email. You may access this feedback function under the Contact Us Page.
- Legal Obligations. In certain cases, Emjay Enterprises (1984) Pte Ltd may be required to disclose information collected to the Singapore Government, Statutory Boards, Public Ministries, Governmental agencies or otherwise.
- Business Planning.

Emjay Enterprises (1984) Pte Ltd will NOT use the information for the following purposes:

- Information Resale. We will NOT sell, rent or disclose any information to any other companies, persons or entity.
- Unrelated Advertising. We will NOT use your personal information to send you unrelated advertisements from either our company or other companies, persons or entity. Note: Should you receive any materials you do not require from Emjay Enterprises (1984) Pte Ltd, you may feedback to us via email. You may find the feedback function under the Contact Us Page.

Personal data privacy is currently still a relatively new area. Constant legal, technical and other changes are happening regularly. As such, mistakes and miscommunication may occur. Emjay Enterprises (1984) Pte Ltd is committed to accurately maintaining all of your personal information.

### **Third Party Sites**

Please note that the Site may contain links to external sites and which may or may not contain advertisements from third parties. This privacy statement does not extend or apply to the activities of such third parties. To ensure your privacy and the privacy practices for these third parties, you should consult these third party Sites' privacy policies.