

EVSE's Terms and Conditions

1. This Terms and Conditions set out the terms and conditions that are binding on both you and EVSE. You are encouraged to review this Terms and Conditions before accessing EVSE's digital content.
2. **By continuing to access and/or use EVSE's digital content and/or webpage and any other such service as may be provided by EVSE from time to time, you are deemed to have read, understood and agreed to be bound by such terms and conditions set out herein and EVSE's Privacy Policy.**
3. In the event of any conflict between this Terms and Conditions and EVSE's Privacy Policy, this Terms and Conditions shall prevail.

(A) Product description

4. EVSE endeavour to display the images, description of the products and other content on EVSE's digital content and/or webpage as accurately as possible.
5. However, EVSE do not guarantee that the images displayed, description of the products and other content on EVSE's digital content and/or webpage are complete, reliable, accurate and up-to-date.
6. EVSE reserve the right to amend the images, description of the products, and other content on EVSE's digital content and/or webpage (and such other digital content that EVSE may create) from time to time without any prior notice.

(B) Third-party websites

7. EVSE's digital content and/or webpage may contain hyperlinks to third-party websites, services and/or advertisements.
8. EVSE do not have control of such webpages, services and/or advertisements owned by third-party and are accordingly not responsible for the contents therein.
9. By clicking on the hyperlinks to third party webpages, services and/or advertisements, you acknowledge and agree that you are doing so at your own risk and EVSE shall not be liable to you for any damage or loss that you may suffer as a consequence.
10. EVSE shall in no way be deemed to be associated or affiliated with any trademarks, logo or otherwise that may appear on third party webpages.

(C) Limitation of liability

11. This Terms and Conditions set out the full extent of EVSE's obligations and liabilities. Unless expressly set out in this Terms and Conditions, there are no other warranties, conditions or terms that are binding on EVSE.
12. Any warranty, condition or terms relating to EVSE's products and/or services which might otherwise be incorporated in this Terms and Conditions and Privacy Policy through statute, common law or otherwise is hereby expressly excluded.

13. Save as otherwise provided for under the Unfair Contracts Terms Act, nothing in this Terms and Conditions and Privacy Policy shall:
- (a) In respect of negligence liability, allow EVSE to:
 - (i) exclude or restrict any liability for death or personal injury caused by EVSE's negligence;
 - (ii) exclude or restrict any liability for other loss or damage caused by EVSE's negligence insofar as the term is reasonable; and
 - (iii) perceive your agreement to or awareness of an exclusion clause as indicating your voluntary acceptance of any risk.
 - (b) In respect of liability arising in this Terms and Condition, allow EVSE and you to:
 - (i) rely on any term to exclude or restrict our respective liability for the breach that EVSE may have committed; and
 - (ii) rely on any term to render a contractual performance that is substantially different from what was reasonably expected of EVSE or to render no performance at all,

unless the term is reasonable.
 - (c) In respect of unreasonable indemnity clauses, allow you to provide indemnity to EVSE based on any term for the liability incurred by EVSE for negligence or breach of the Terms and Conditions, unless the term is reasonable.
14. Save as set out above in this section, EVSE's shall not be liable to you for the loss of any consequential, indirect or special damage or loss of any kind (such as loss of profits, data or otherwise) howsoever arising and whether resulting from tort or otherwise.

(D) Disclaimer

15. By accessing EVSE's digital content and/or webpage, you acknowledge and accept that you are doing so at your own risk. EVSE's digital content and/or webpage are provided on an "as is" and "as available basis".
16. EVSE, its contractors or such other party associated with EVSE do not make any warranty (whether express, implied or statutory) on the following (non-exhaustive):
- (a) that your use of EVSE's digital content and/or webpage will not be interrupted or be free from error(s);
 - (b) that the content of EVSE's digital content and/or webpage and the details of EVSE's products or services will be completely accurate, sufficient, reliable and up-to-date;
 - (c) the merchantability, title, satisfactory quality, non-infringement of third-party intellectual property rights or fitness for a particular purpose (save for warranties which are implied by and incapable of exclusion under law); and

- (d) that EVSE's digital content and/or webpage are and will be free from computers malwares, viruses or otherwise that may contaminate, disrupt, damage, interfere, expropriate or otherwise any system, data or personal information.
17. EVSE, its contractors or such other party associated with EVSE shall not be responsible for any damages that may be direct, indirect, incidental, consequential or special which arises from your use of or inability to use EVSE's digital content and/or webpage. This would include, but are not limited to your reliance on any information obtained from EVSE's digital content and/or webpage that may lead to omissions, mistakes, interruptions, deletion or corruption of files, computer malwares and viruses, delays in transmission, failure of performance or otherwise.
 18. You accept that this section is applicable to all content, products and services that may be available on EVSE's digital content and/or webpage.
 19. You are encouraged to seek independent professional advice in relation to the evaluation of any information, opinion or other content, where appropriate.

(E) Indemnity

20. In so far as is permitted by law, you agree to defend, indemnify and hold harmless EVSE, its contractors or such other party associated with EVSE from and against all claims, damages, expenses and costs (including legal costs on a solicitor-client basis) that may arise from the following:
 - (a) your breach of this Terms and Conditions and EVSE's Privacy Policy;
 - (b) your use of EVSE's digital content and/or webpage;
 - (c) communications and disputes that may happen between you and third party(ies) such as your service provider;
 - (d) third party's use and access of EVSE's digital content and/or webpage using your personal information; and
 - (e) breach of this Terms and Conditions by such third party who may use and access EVSE's digital content and/or webpage using your personal information.

(F) Copyright

21. Unless expressly set out in this Terms and Conditions, all materials, including but not limited to text, graphics, drawings, hyperlinks and audios that are found or displayed on EVSE's digital content and/or webpage belong exclusively to EVSE and/or its associated entity.
22. You shall not, without the express consent of EVSE, copy, reproduce, modify, publish, distribute or otherwise any materials belonging to EVSE.
23. Save as where the use of the materials belonging to EVSE is for non-commercial and personal purposes, you may use the materials belonging to EVSE for your personal information, understanding, knowledge and education.

24. Unauthorised use of any materials belonging to EVSE is a violation of EVSE's copyrights and EVSE will not hesitate to take legal action against you under the Copyright Act.
25. Please do not hesitate to contact EVSE if any material found on EVSE's digital content and/or webpage is alleged to have infringed the copyright of a third party, so that EVSE can take the appropriate action to remedy its mistake and fault, if any.

(G) Trademark

26. All trademarks, service marks and logos found on EVSE's digital content and/or webpage belong to EVSE and/or its associated entity. This is regardless of whether the trademarks, service marks and logos are registered or not under the Registered Designs Act.
27. Save with the prior written consent of EVSE, nothing in EVSE's digital content and/or webpage shall be construed, interpreted or read as granting any license or right for you to use any trademarks, service marks and logos found therein.
28. You agree that you shall not remove, amend or alter any trademarks, service marks and logos found in EVSE's digital content and/or webpage as well as EVSE's product(s).
29. EVSE will not hesitate to take legal action for any unauthorised use of its trademarks, service marks and logos.

(H) Privacy

30. Please read EVSE's Privacy Policy for information relating to EVSE's privacy practices and the manner in which EVSE deal with your personal information in compliance with the Personal Data Protection Act.

(I) Variation

31. EVSE reserves the right to amend this Terms and Conditions from time to time without notifying you. You are therefore encouraged to check EVSE's digital content and/or webpage for any changes that may be made to this Terms and Conditions and EVSE's Privacy Policy.
32. If you do not agree with what is set out in this Terms and Conditions and EVSE's Privacy Policy, you should not proceed to access EVSE's digital content and/or webpage.
33. By continuing to access EVSE's digital content and/or webpage, you are deemed to have accepted the Terms and Conditions and EVSE's Privacy Policy that are in force.

(J) Notices

34. All notice, demand, consent or other communication authorised or required to be made hereunder shall be made in the English language and in writing and may be given, and deemed to have been properly given, by facsimile, registered post, email or hand to either party at the contact information set out below:

Customer	Based on the contact information (e.g. name, contact number, email address, address) provided by customer.
EVSE Singapore Pte Ltd	Address: 8 Tuas View Loop Singapore 637674 Email Address: enquiries@evse.com.sg Facsimile: 6896 6621

35. EVSE shall bear no liability in the event that the notice to you via email or delivered by hand or registered post does not reach you or is rejected in situations where the contact information provided by you is erroneous or due to technical constraints that is not within EVSE's control.

(K) Rights of third parties

36. A person who is not a party to this Terms and Conditions and EVSE's Privacy Policy shall have no right under the Contracts (Rights of Third Parties) Act to enforce this Terms and Conditions and EVSE's Privacy Policy.
37. Nothing in this section shall affect the rights, if any, of a party to enforce this Terms and Conditions and EVSE's Privacy Policy.

(L) Waiver

38. No waiver by EVSE of any default in the strict and literal performance of or any compliance with any section, condition or requirement set out in this Terms and Conditions or EVSE's Privacy Policy shall be deemed to be a waiver of strict and literal performance of or compliance with any other sections, condition or requirement therein.
39. Such act shall not in any way constitute a waiver of or in any manner release you from strict compliance with any provision, condition or requirement set out in this Terms and Conditions and EVSE's Privacy Policy in the future nor shall any delay or omission by EVSE to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter or of any other right.

(M) Severability

40. If any section or part of this Terms and Conditions or EVSE's Privacy Policy is held to be invalid, illegal or unenforceable in whole or in part by a Singapore Court, this Terms and Conditions and EVSE's Privacy Policy shall continue to be valid as to its other section and part and the remainder of the affected section or part; and the legality, validity and enforceability of such section or part in Singapore shall be unaffected.

(N) Entire Agreement

41. This Terms and Conditions embodies all the terms and conditions agreed between EVSE and you as to this subject matter and supersedes and cancels in all respects all previous agreements and understandings of EVSE and you with respect to the subject matter hereof whether such be written or oral.

(O) Governing law and jurisdiction

42. This Terms and Conditions and EVSE's Policy Privacy shall be governed by and be construed in accordance with the laws of the Republic of Singapore.
43. You agree that all disputes, controversies or differences arising out of or in connection with this Terms and Conditions and/or EVSE's Privacy Policy, including any questions relating to its existence, validity or termination, shall first be submitted to the Singapore Mediation Centre for resolution in accordance with the relevant Mediation Rules and/or Procedures for the time being in force. In this regard, you agree to conduct such mediation on a private and confidential basis and that you will participate in such mediation in good faith and undertake to abide by the terms of any settlement reached.
44. Where mediation fails, both EVSE and you irrevocably submit to the exclusive jurisdiction of the Singapore Courts in respect of any legal action or proceedings relating to and arising out of this Terms and Conditions or EVSE's Privacy Policy.

(P) General

45. Please do not hesitate to contact EVSE if you require any clarification on this Terms and Conditions. You may contact EVSE via the online form found in EVSE's digital content and/or webpage, call EVSE at 6896 6620 or email EVSE at enquiries@evse.com.sg.
46. EVSE will endeavour to provide you with a reply as soon as it can.