WEBSITE TERMS OF USE

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1. Introduction

These Website Terms of Use ("**Terms**") govern your access to and use of the website located at https://www.mintellectglobal.com and any subdomain, page or service made available through it (collectively, the "**Website**"), which is owned and operated by Mintellect Global Pte Ltd (Company Registration No. 202642103D), a company incorporated in Singapore ("**Mintellect**").

Mintellect is a brand and marketing agency based in Singapore. Our services include brand strategy and identity, digital marketing, creative and content services, web design and development, and global market growth support. The Website is intended to provide general information about Mintellect and our services to existing and prospective clients and other interested parties.

2. Acceptance of these Terms

By accessing or using the Website, you confirm that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Website.

By accessing or using the Website, you also represent and warrant that: (a) you have the legal capacity and authority to agree to these Terms; and (b) where you access or use the Website on behalf of an organisation, you have authority to bind that organisation to these Terms, and references to "you" will include that organisation.

3. Definitions

In these Terms, unless the context otherwise requires:

Content means all information, text, graphics, images, photographs, illustrations, videos, audio, data, code, design elements, layouts, logos, marks and other materials made available on or through the Website.

Engagement means a separate written proposal, statement of work or services agreement between Mintellect and a client under which Mintellect agrees to provide services.

Intellectual Property Rights means all intellectual property rights (whether registered or unregistered) anywhere in the world.

4. No professional advice; no engagement

Nothing on the Website constitutes legal, financial, tax, investment or other professional advice. The Content is general in nature and may not address the specific facts and circumstances of your business. You should obtain appropriate advice before taking or refraining from taking any action in reliance on the Content. Examples of campaigns, projects or results on the Website do not guarantee a particular outcome.

Your access to or use of the Website, submission of an enquiry or completion of a contact form, and any preliminary correspondence with us do not in themselves create a client relationship or an Engagement. A client relationship will arise only if we agree in writing to provide services under a separate proposal, statement of work or services agreement.

Mintellect provides brand, marketing, creative and digital services. Nothing on the Website should be construed as an offer by Mintellect to provide services reserved by law to a licensed or regulated professional.

5. Intellectual property rights

All Intellectual Property Rights in and to the Website and the Content are owned by Mintellect or its licensors. All such rights are reserved. The names, logos, trademarks and service marks displayed on the Website are the property of Mintellect or its respective owners; you are not granted any right or licence to use them as trademarks, service marks or brand identifiers, or in any manner that suggests endorsement, sponsorship or affiliation that does not in fact exist.

Subject to your compliance with these Terms (including the prohibitions in section 6 below), we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access the Website and to view, download and print the Content solely for your personal or internal business reference. No other right or licence in any Intellectual Property Right is granted to you by these Terms or by your access to or use of the Website.

6. Prohibited conduct

You agree not to (and not to permit or facilitate any third party to):

- use the Website in any way that breaches any applicable law or regulation, or that is fraudulent or has any fraudulent purpose or effect;
- use the Website to send, knowingly receive, upload, download, use or re-use any material that is unlawful, defamatory, obscene, offensive, threatening, harassing, abusive, discriminatory, infringing of any Intellectual Property Rights, or otherwise objectionable;
- use the Website to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material, "spam" or any other similar form of solicitation;
- use the Website to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, logic bombs, time bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- attack the Website by means of a denial-of-service attack, a distributed denial-of-service attack, or otherwise interfere with, damage or disrupt the Website, any underlying systems or any other person's use of the Website;
- use any robot, spider, scraper, crawler or other automated means or interface to access the Website or to extract, harvest or collect Content or any other data from the Website, or to monitor any portion of the Website, other than search engines and similar services accessing the Website in accordance with any robots.txt or similar instructions we publish;
- impersonate any person or entity, misrepresent your affiliation with any person or entity, or use a false identity, false credentials or contact details when interacting with the Website; and

- use the Website or any Content for the purpose of developing, training, fine-tuning, evaluating, benchmarking or testing any artificial intelligence or machine learning model, system or service, or to create any dataset or derivative work for any of those purposes, in each case without our prior written consent.

We reserve the right to investigate any suspected breach of this clause, to suspend or terminate your access to the Website, and to report any conduct to law enforcement or regulatory authorities and to cooperate with them in any investigation.

7. User submissions and information

You are solely responsible for any information, content, message, file, query or other material that you submit, transmit or upload to the Website (a "**Submission**"). You represent and warrant that each Submission: (a) is accurate and not misleading; (b) does not infringe any third party's rights, including any Intellectual Property Rights, rights of privacy or rights of confidentiality; (c) does not breach any applicable law or regulation; and (d) does not contain any virus, malware or other harmful code.

Please do not send us confidential or sensitive information through an initial Website enquiry unless necessary for your enquiry and you are authorised to share it. We will use your Submission to assess and respond to your enquiry and, if relevant, discuss a possible Engagement. Any confidentiality commitments agreed separately in writing will apply according to their terms. You grant us a non-exclusive, royalty-free licence to use, copy and store your Submission for these purposes. We may already be developing, or may independently develop, ideas or materials similar to those contained in a Submission. Subject to our obligations under our Privacy Policy and applicable law, no obligation (including any obligation of confidentiality, attribution or payment) arises from any idea, proposal or material you submit through the Website, except as agreed separately in writing.

To the extent that any Submission contains personal data, our collection, use and disclosure of that personal data will be governed by our Privacy Policy and the Personal Data Protection Act 2012 of Singapore.

8. Links to and from third-party websites

The Website may contain links to websites, applications, content or resources operated by third parties ("**Third-Party Sites**"). Such links are provided for your convenience and information only. We do not control, endorse or assume any responsibility for any Third-Party Site, or for any content, products or services made available through any Third-Party Site. Your access to and use of any Third-Party Site is at your own risk and is subject to the terms and policies of that Third-Party Site. You may link to the Website, provided that you do so in a way that is fair and lawful and does not suggest any association, approval or endorsement on our part that does not exist. We may withdraw this permission at any time.

9. Privacy and cookies

Our collection, use and disclosure of personal data through the Website is described in our Privacy Policy, available on the Website. Please read the Privacy Policy before providing personal data. Information about cookies and any available choices is set out in the Privacy Policy and, where available, the Website's cookie controls.

10. Availability of the Website

We do not guarantee that the Website, or any Content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the

Website at our sole discretion, with or without notice, and we will not be liable for any unavailability.

We are not liable for any failure or delay in performance, or for any unavailability of the Website, arising from circumstances beyond our reasonable control, including power failures, technical malfunctions, cyberattacks, natural disasters or government actions.

11. Disclaimers

To the maximum extent permitted by law, the Website and the Content are provided on an "as is" and "as available" basis, without representations, warranties, conditions or guarantees of any kind, whether express or implied, including any implied representations, warranties, conditions or guarantees as to merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, accuracy, completeness, timeliness, security, reliability or freedom from viruses or other harmful components.

Any reliance you place on the Content is strictly at your own risk. We disclaim all liability arising from any action taken or not taken in reliance on the Content.

12. Limitation of liability

To the maximum extent permitted by law, in no event shall Mintellect, its affiliates, or any of their respective officers, directors, employees, agents, contractors or licensors be liable to you, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, for:

- any loss of profits, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of anticipated savings, loss or corruption of data, or loss of use; or

- any indirect, special, incidental, consequential, punitive or exemplary loss or damage,

in each case, arising out of or in connection with your access to or use of, or inability to access or use, the Website or the Content, even if we have been advised of the possibility of such loss or damage.

Subject to the paragraphs below, the total aggregate liability of Mintellect and the other persons referred to above to you, arising out of or in connection with your access to or use of, or inability to access or use, the Website or the Content, shall not exceed S$100.

Nothing in these Terms shall exclude or limit any liability that cannot be excluded or limited under applicable law, including any liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability the exclusion or limitation of which is prohibited by law.

These Terms govern your access to and use of the Website only. The limitations and exclusions in this clause do not affect any liability that Mintellect may owe under a separate Engagement, which is governed by the terms of that Engagement.

13. Indemnity

You agree to indemnify, defend and hold harmless Mintellect, its affiliates and their respective officers, directors, employees, agents, contractors and licensors from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable legal fees on an indemnity basis) arising out of or in connection with: (a) your breach of these Terms; (b) your access to or use of the Website in breach of these Terms or any applicable law; (c) any

Submission you make through the Website; or (d) your infringement of any rights of any third party in connection with your access to or use of the Website.

14. General provisions

14.1 Suspension and termination

Without prejudice to our other rights and remedies, we may, in our sole discretion and without notice, suspend, restrict or terminate your access to all or any part of the Website at any time and for any reason, including where we reasonably believe that you have breached these Terms. The provisions of these Terms which by their nature are intended to survive termination (including those relating to Intellectual Property Rights, Submissions, disclaimers, limitation of liability, indemnity and governing law) will continue in full force and effect after termination.

14.2 Variations to these Terms

We may revise these Terms from time to time by posting an updated version on the Website. Revised Terms take effect on posting (or such later date as specified). Your continued access to or use of the Website following the posting of revised Terms constitutes your acceptance of those revised Terms.

14.3 Severability

If any provision (or part of a provision) of these Terms is held to be invalid, unlawful or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable, or if not capable of modification, severed; the remaining provisions will continue in full force and effect.

14.4 No waiver

No failure or delay by us to exercise any right or remedy under these Terms or by law operates as a waiver of that right or remedy, nor precludes the further exercise of any right or remedy. A waiver is effective only if given in writing.

14.5 Assignment

You may not assign, sub-license or otherwise transfer any of your rights or obligations under these Terms without our prior written consent. We may, at any time and without your consent, assign, sub-license, novate or otherwise transfer any of our rights or obligations under these Terms to any of our affiliates or to any successor of all or part of our business.

14.6 Entire agreement

These Terms constitute the entire agreement between you and us in relation to your access to and use of the Website, and supersede all prior agreements, understandings, representations and arrangements (whether oral or written) in relation to that subject matter. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation. These Terms do not affect or vary the terms of any separate Engagement between you and us.

14.7 No agency, partnership or joint venture

Nothing in these Terms creates any agency, partnership, joint venture, employment or fiduciary relationship between you and Mintellect.

14.8 Third-party rights

Save that the persons (other than Mintellect) referred to in sections 12 and 13 may enforce those sections, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of these Terms, regardless of whether such person has been identified by name, as a member of a class or as answering a particular description. The rights of the parties to rescind or vary these Terms are not subject to the consent of any other person.

15. Governing law and jurisdiction

The Website is operated by Mintellect, a company incorporated in Singapore. We make no representation that the Website or the Content is appropriate or available for use in other jurisdictions; users accessing the Website from outside Singapore are responsible for ensuring compliance with applicable local laws. Our handling of personal data is described in our Privacy Policy and is subject to applicable data protection laws, including the Personal Data Protection Act 2012 of Singapore.

These Terms, and any dispute, claim or matter arising out of or in connection with these Terms or your access to or use of the Website, shall be governed by and construed in accordance with the laws of Singapore.

You and we irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to settle any such dispute, claim or matter, save that we reserve the right to bring proceedings against you in any other court of competent jurisdiction in order to protect our rights, including our Intellectual Property Rights.

16. Contact us

If you have any questions about these Terms, or wish to report any misuse of the Website or any infringement of rights, please contact us at:

Mintellect Global Pte Ltd

138 Cecil Street, #13-02, Cecil Court, Singapore 069538

Email: info@mintellectglobal.com

For questions about personal data, please refer to our Privacy Policy.