

Terms of Use

Overview

1. The following Terms of Use ("Terms") govern your access to www.whizmeal.com (the "Website"), and use of the services offered on the Website (the "Service"), both on your desktop (web version) as well as mobile device (mobile version). The Website is owned and operated by Whizmeal Pte. Ltd. ("Whizmeal").
2. By creating an account or by accessing, browsing, or otherwise using the Website and the Service, you agree to be bound by these Terms and any of the related policies or guidelines, including any subsequent changes or modifications to them. If you do not agree to these Terms or any changes, do not access or otherwise continue to use the Website and/or the Service.
3. We reserve the right at any time to change all or any of the Service, including by eliminating or discontinuing any content on or feature of the Service; and change any fees or charges for use of the Service. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Service or by electronic mail. Your continued use of the Service after such notice will be deemed acceptance of such changes. You agree that we shall not be liable to you or to any third party for any elimination or discontinuation of any content on or feature of the Service; or any change in any fees or charges for use of the Service.

Other Applicable Terms

4. **Registration.** When and if you set up your Website account and register to use the Service, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address), and (b) maintain and update your information to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of the Service.
5. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.
6. **Privacy.** Our use and disclosure of any information that you provide is governed by our [Privacy Policy](#). The Privacy Policy forms part of these Terms. The Service is not directed to, and not intended for the use of, children under the age of 18. If you are under the age of 18, please do not register or submit any personal information to the Website.

7. **Conduct Policy.** You agree to the terms of our Conduct Policy related to your use of the Service, including your submission of any data, text, photographs, graphics, messages, ratings, forum postings, comments or other materials (collectively, "User Content"). The Conduct Policy is located below and forms part of these Terms.

Copyright and License

8. All copyrighted and copyrightable materials on the Service, including but not limited to the text, design, product information, graphics, images, pictures, sound and other files, and the selection, compilation and arrangement thereof (collectively, the "Materials") are ALL RIGHTS RESERVED Copyright © 2013-2015 Whizmeal and/or its licensors. You may not copy, modify, or reverse engineer any part of the Service owned by Whizmeal.
9. Whizmeal grants you a limited license to make personal use of the Service to access and review the Materials for your information purposes only. This license does not include the right to: (a) use the Service or Materials for any marketing, selling, or other commercial purposes nor the right to use the Service or Materials for purposes other than for its intended purpose; (b) use framing techniques to enclose any portion of the Website, including any images found on the Website or any text or the layout or design of any page or form contained on a page; (c) publish, publicly perform or display, or distribute to any third party any Materials, including reproduction or hosting the Materials on any computer network or broadcast or publications media; (d) make derivative uses of the Website, Service or the Materials; (e) any systematic collection or extraction of data through the use of any data mining, robots or similar data gathering or extraction methods; (f) use the Service on any device that you do not legally own or control; (h) rent, sub-license, sell or transfer the Website or the Service; or (j) translate, reverse engineer, disassemble, modify or create derivative works based on the Service or Website.
10. You are not conveyed any other right or license, by implication, estoppel or otherwise, in or under any patent, trademark, or proprietary right of Whizmeal or any third party. Any unauthorized use of the Service will terminate the permission or license granted by Whizmeal to you under these Terms and may violate applicable law, including but not limited to copyright laws, trademark laws, and communications regulations and statutes.

Your Liability

11. You are solely responsible for your activities on our Service, including all content that you submit or a third party submits on your behalf or using your account.
12. You agree to indemnify Whizmeal and its shareholders, directors, officers,

employees, agents, successors and assigns against any and all third party claims, actions, demands, suits and all related losses, liabilities, damages, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by an indemnified party arising out of or related to: (a) any violation of law or regulation from your use of the Service, (b) any actual or alleged breach by you of any obligations, representations, warranties under these Terms, including violations of our Conduct Policy; and (c) any actual or alleged infringement or misappropriation of the intellectual property rights of any third party by all User Content that you submit or a third party submits on your behalf or using your account.

Intellectual Property (Trademarks & Copyrights)

13. All trademarks and service marks on the Website not owned by us are the property of their respective owners. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.
14. Whizmeal undertakes to comply with all relevant copyright laws. We will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide us with the following by sending an email to hi[at]whizmeal.com:
 - A signature of the copyright owner or the person authorized to act on its behalf;
 - A description of the copyrighted work claimed to have been infringed;
 - A description of the infringing material and information reasonably sufficient to permit Whizmeal to locate the material;
 - Your contact information, including your address, telephone number, and email;
 - Inclusion of the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

Third-Party Websites, Software and Services

15. Whizmeal or third parties may provide links on the Website to other sites or content. Whizmeal has no control over such sites or content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the quality, content, nature or reliability of sites or content linked to by the Website. The inclusion of any link on the Website does not imply

our affiliation, endorsement, or adoption of the linked site or any information therein. You should review applicable terms and policies, including the privacy and data gathering practices, of any third-party sites.

No Warranties

16. WHIZMEAL PROVIDES THE SERVICE "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WHIZMEAL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, INFORMATION ACCURACY, INTEGRATION, INTEROPERABILITY OR QUIET ENJOYMENT.
17. You expressly agree that use of the Service, including all content or data distributed by or downloaded or accessed from or through the Website, is at your sole risk. Whizmeal does not represent or warrant that materials in the site are accurate, complete, current, reliable or error-free.
18. You acknowledge that the use of the Website and/or the Service shall be entirely at your own risk. To the extent permitted by law, Whizmeal:
 - (i) makes no warranty that the contents of Website are without error or that your use of the Service will be uninterrupted at all times, and you acknowledge and agree that the existence of such errors and occurrence of such interruptions shall not constitute a breach of the Terms; and
 - (ii) does not give any warranty of any kind with respect to any third party services or products that may be made accessible to you through or from the use of the Website or the Service.
19. Whizmeal is not responsible for typographical errors or omissions relating to pricing, text or photography. We cannot and do not represent or warrant that the site or its server(s) are free of viruses or other harmful components, including content that is posted by third parties. You should use industry-recognized software to detect and disinfect viruses from any download.

Limited Liability

20. In no event shall we be liable for any indirect, special, incidental, consequential or punitive damages nor for any loss of use, loss of profits, or loss of data (whether or not these losses are direct or indirect) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with the use of or inability to use the Service and/or Website or the materials therein or resulting from unauthorized access to or alteration of data.

21. You agree that Whizmeal's aggregate liability for any actual and direct damages hereunder shall not exceed the amounts paid by you to Whizmeal under this agreement. You acknowledge that this is a reasonable allocation of risk for your use of the Website and/or Service.

Applicable Law and Venue

22. These Terms are governed by the laws of Singapore without reference to conflict of laws principles. If any provision of the Terms is adjudged to be illegal or unenforceable, the continuation in full force of the remainder of the Terms will not be prejudiced, and the illegal or unenforceable provision of the Terms shall be severed accordingly.

Conduct Policy

23. Please read this Conduct Policy carefully. It governs your conduct while using the Website operated by Whizmeal. By using our Website, you agree to be bound the terms of this Conduct Policy.

24. Any violation of this policy may result in the suspension or termination of your access to the Website or use of our Service and such action as we deem appropriate. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on your behalf, shall be considered violations of the policy by you.

Prohibited Conduct

25. The following non-exhaustive list describes the kinds of illegal or harmful conduct that are prohibited on our Website.

- You agree not to submit fake, non-genuine, fictitious information (including feedback responses, fake email accounts, fake Facebook accounts) which do not represent the truth;
- You agree not to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation their privacy rights or rights of publicity;
- You agree not to upload, post or otherwise transmit any data that you do not have a right to transmit under any law or under any contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under applicable non-disclosure law, codes or obligations).
- You agree not to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use any fraudulent, misleading or inaccurate email address or other contact information;
- You agree not to violate any applicable laws or regulations;

- You agree not to upload, post or otherwise transmit any data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- You agree not to upload, post or otherwise transmit any data that potentially infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity; or
- You agree not to upload, post or otherwise transmit any data that is unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- You agree not to use an account name, file or other identifier that infringes or misappropriates any trademark, service mark or other indicia of origin or that is otherwise likely to cause confusion as to the source, affiliation, sponsorship or endorsement of a third party's products or services;
- You agree not to express or imply that any statements you make are endorsed by Whizmeal, without our prior written consent from Whizmeal;
- You agree not to attempt to disguise the origin of any User Content transmitted to the Website;
- You agree not to act in any manner that negatively affects other users' ability to use the Service and/or Website;
- You agree not to interfere with the Website, or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- You agree not to use the Website to harm minors in any way;
- You agree not to intentionally create and/or log in with multiple accounts;
- You agree not to use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website;
- You agree not to harvest or collect information about or from users of the Website without their express consent and, if such consent is provided, only pursuant to applicable law.

System and Network Security

26. You are prohibited from violating the security of any system or network comprising the Website. Such violations may result in criminal and civil liability. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of the Website or to breach security or authentication measures.
- Unauthorized monitoring of data or traffic on the Website.
- Interference with the Website including, without limitation, any type of flooding technique or deliberate attempt to overload a system such as denial

- of service attacks.
- Forging of any packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.
- Using manual or electronic means to avoid any use or access limitations placed on this Website.

Enforcement

27. Notwithstanding anything to the contrary in this Conduct Policy, Whizmeal reserves the right, but does not assume the obligation, to investigate any violation of this Conduct Policy or any other misuse of the Website or its systems, equipment or network. Whizmeal further reserves the right (each in its sole discretion) to screen, edit, modify, remove or disable access to any content that violates these provisions or that Whizmeal deems objectionable. Without limitation of the foregoing, and notwithstanding anything contrary in our Privacy Policy, Whizmeal reserves the right to report any activity, data or persons (including the disclosure of relevant user information) to appropriate law enforcement officials, regulators, or other appropriate third parties if Whizmeal suspects you have violated this Conduct Policy or any law or regulation. Whizmeal also may cooperate with appropriate law enforcement agencies to assist in the investigation and prosecution of any illegal conduct. If you want to report any violations of this Conduct Policy, please contact us at: hi[at]whizmeal.com.

Term and Termination

28. These Terms shall remain effective until terminated as set forth herein. Whizmeal may, in its sole discretion, immediately terminate these Terms, and/or your access to and use of the Service or any portion thereof, at any time and for any reason, including Whizmeal's belief that you have violated or acted inconsistently with the letter or spirit of these Terms.
29. Upon termination of these Terms, your right to access and/or use the Website and/or the Service will immediately cease. You agree that any termination of your access to or use of the Website and/or Service may be effected without prior notice, and that Whizmeal may immediately deactivate or delete your account, and all related information and files associated with it (including all submissions), and/or bar any further access to such information or files.
30. You agree that Whizmeal shall not be liable to you or any third party for any termination of your access to the Website and/or Service or to any such information or files, and shall not be required to make such information or files available to you after any such termination. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Changes to This Policy

31. We reserve the right to change our [Privacy Policy](#) and our [Terms of Use](#) at any time. We expect most such changes will be minor. We will post any changes on this page and, if the changes are significant, we will provide a more prominent notice. We encourage you to refer to the Terms and the Privacy Policy on an ongoing basis so that you understand the relevant provisions applicable to your use and enjoyment of the Website and the Service. Unless stated otherwise, our Terms and the Privacy Policy apply to all information that we have about you and your account.

32. If you have any additional questions or concerns about the Terms, please contact us at [hi\[at\]whizmeal.com](mailto:hi@whizmeal.com).