

TERMS AND CONDITIONS OF USE OF WWW.NAVFDRIVE.COM

TERMS AND CONDITIONS OF USE

General

The following describes the terms on which Asia GIS Pte Ltd (“**AGIS**”) offers you the services and access to, inter alia, the location-based services, map images, online postal code / building / address search, retrieval and cross referencing services, information, communications, compilations, images, software, text, graphics, messages and other materials (the “**Services**”) offered, supplied, produced, provided and/or delivered on www.navfdrive.com (including any sub-pages thereto) (the “**Site**”), from time to time for your use but only for the lawful purposes described herein.

By accessing or using the Site, you agree to be bound by these terms and conditions, and any other policies, rules and regulations as may be imposed and/or required by AGIS from time to time which are incorporated herein by reference (collectively referred to as this “**Agreement**”).

For the purposes of these terms and conditions, the term “Site” shall include all the Services supplied by AGIS to you, whether posted on the Site or otherwise offered, supplied, produced, provided and/or delivered to you whether by way of electronic communications in the form of electronic mails, short-message-send text messages, or any other such method or technology whether now known or hereafter developed.

AGIS reserves the right to revise, withdraw or make changes to these terms and conditions and the Site, in whole or in part, at any time. All revisions, withdrawal and/or changes will be posted on the Site and all such revisions, withdrawals and/or changes shall automatically be effective once they are posted on the Site.

Use of Site

Some of the Services offered on the Site are only available to parties who have registered as registered users of the Site with AGIS and using the application forms available and posted on the Site, in accordance with the provisions of this Agreement.

In consideration of you (i) accessing the Site and/or using the Services and/or (ii) continuing to access the Site and/or using the Services:

- a. You represent and warrant that all information provided by you, including all information provided in the application form(s) is true, correct and complete and you have the capacity and power to enter into this Agreement and use the services provided on the Site.
- b. You acknowledge and consent to AGIS collecting and using certain personally identifiable information provided by you for various purposes, including without limitation, verification and record of your personal particulars (including comparing it with information from other sources), to communicate with you and/or to send you information, promotions and updates including marketing and advertising materials in relation to our goods and services and those of third party organisations selected by us.
- c. You are taken to have agreed to any and all amendments to this Agreement as updated and posted on the Site. By this clause, you are deemed to have notice of any and all amendments to this Agreement and you agree that it is incumbent upon you to ascertain the existence, nature and meaning of the terms and conditions (and any and/or all amendments thereto) to this Agreement.

All content (including without limitation, all text, photographs, maps, graphics, video and audio content) located on the Site is the exclusive property of AGIS or its content suppliers and protected by Singapore and international copyright and trademark laws.

In particular, the location-based services, map images, online postal code / building / address search,

retrieval and cross referencing services found on the Site are supplied by Asia GIS Pte Ltd, who are the copyright owners in respect of the same.

You may not download, copy or modify any of the maps found on the Site. For non-commercial purposes, you may add links to the maps found on the Site provided the total number of links does not exceed Five (5) per domain unless written permission is granted by AGIS. Non-commercial uses of the map are limited to the following:

- a. Use by charities registered with the National Council of Social Services for charitable purposes only;
- b. Use by registered religious institutions (such as mosques, churches, temples in their ordinary day to day operations);
- c. Forum and Personal Blog sites with no commercial/profit generating element.

Save as specifically permitted hereunder, and except for any materials that you have posted on the Site, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, repost or in any way exploit any part of this Site for any purpose.

Without limiting the generality of the foregoing, you may not distribute any part of this Site over any other website or any network, including a local area network, nor sell or offer it for sale. In addition, these files may not be used to construct any kind of database.

The Site has been specially designed and compiled for presentation of content in a unique format and appearance to AGIS's users. The compilation (meaning the collection, arrangement and assembly) of all content on the Site is the exclusive property of AGIS and protected by Singapore and international copyright laws. All software used on the Site is the property of AGIS or its software suppliers and protected by Singapore and international copyright laws. AGIS is concerned about the integrity of the Site when it is viewed in a setting created by a third party that includes advertising or other materials that AGIS has not authorized to be displayed with the Site. Without limiting the foregoing provisions, neither you nor any third party shall make use of the contents of the Site in any manner that constitutes an infringement of AGIS's rights, including copyright.

AGIS provides the facilities on the Site to permit you to submit, amongst others, materials, information, articles, photographs, text, graphics, video and/or audio content ("**Your Information**") to AGIS or to the Site directly. You are solely responsible for Your Information, and AGIS acts as a passive conduit for your online distribution and publication of Your Information.

With respect to Your Information:

- a. Your Information (or any materials contained therein): (1) shall not be false, fraudulent, inaccurate, incorrect, misleading or untrue; (2) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (3) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (4) shall not be defamatory, libellous, offensive, unlawfully threatening or unlawfully harassing; (5) shall not be obscene or contain child pornography or anything adult in nature or harmful to minors; (6) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (7) shall not create liability for AGIS or cause AGIS to lose (in whole or in part) the services of AGIS's internet service providers or other suppliers. Furthermore, you may not submit any of Your Information on the Site that could cause AGIS to violate any applicable law, statute, ordinance or regulation.
- b. You hereby grant AGIS a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to use and to exercise the copyright and publicity rights

you have in Your Information, in any media now known or not currently known, with respect to Your Information.

Certain data transmissions between your computer and the Site are conducted through secure servers and protected by Secure Socket Layer (SSL) technology. Certain services further require you to register, use passwords and/or digital signatures. While AGIS will use reasonable endeavours to provide reasonable precautions to protect any information or material that is confidential in nature, AGIS does not guarantee that information transmitted through the internet is secure or that such transmissions will be free from delay, interruption, interception or error.

The trade marks, service marks and logo (the "**Trade Marks**") used and displayed on the Site are the registered and/or unregistered Trade Marks of AGIS, its affiliates or its licensors. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trade Marks displayed on the Site, without the written permission of AGIS.

AGIS, its affiliates and licensors uncompromisingly enforces its intellectual property rights to the fullest extent of the law. The name of AGIS or the Trade Marks may not be used in any way, including in advertising or publicity pertaining to the distribution of Your Information on the Site, without prior written permission of AGIS. AGIS prohibits use of the Trade Marks as a "hot" link or inlink to any AGIS site or any other site unless establishment of such a link is approved in advance by AGIS in writing.

AGIS shall have the right, but not the obligation, to monitor the content on the Site, including chat rooms and forums, and AGIS shall have the right to remove or delete any material (including Your Information) that AGIS, in its sole discretion, finds to be in violation of any applicable laws, codes, rules or regulations. AGIS shall have the right to remove any material (including Your Information) submitted to or posted on the Site. Without limitation to the foregoing, AGIS shall have the right to remove any material (including Your Information) that AGIS, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable or inappropriate without having to assign any reason therefore.

AGIS reserves the right to terminate your use of the Site if it believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions, violated the rights of AGIS or any third party, or for any other reason whatsoever with or without notice to you. You agree that AGIS may modify or discontinue this website, with or without notice to you, and that AGIS will not be liable to you or any third party as a result of such modification or discontinuation.

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without AGIS's prior express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on AGIS's infrastructure. Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to AGIS by AGIS's users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from the Site without the prior expressed written permission of AGIS or the appropriate third party.

Disclaimers

AGIS shall not be responsible for any connection or access to the Site by you or the quality of the transmission of any information passing between you and the Site. You will be responsible for providing your own communications equipment to access the Site via the Internet, and the Internet access charges thereon.

The Site is available on an "as is where is" basis. AGIS does not warrant that the Site will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available through the Site. AGIS shall not be responsible for the availability or content of other services that may be linked to the Site. AGIS does not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, with

respect to the Site or any information or goods that are available or advertised or sold through the Site. AGIS does not make any representations, nor does AGIS endorse the accuracy, completeness, timeliness or reliability of any advice, opinion, statement or other material or database displayed, uploaded or distributed in the Site or available through links in the Site. AGIS reserves the right to correct any errors or omissions in the Site. Although AGIS intends to take reasonable steps to prevent the introduction of viruses, worms, "Trojan horses" or other destructive materials to the Site, AGIS does not guarantee or warrant that the Site or materials that may be downloaded from the Site do not contain such destructive features. AGIS is not liable for any damages or harm attributable to such features. If you rely on the Site and any materials available through the Site, you do so solely at your own risk.

AGIS, ITS EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSOCIATES AND RELATED CORPORATIONS MAKE NO WARRANTY AND HEREBY DISCLAIM ALL AND ANY WARRANTY, EXPRESS OR IMPLIED (TO THE EXTENT PERMITTED BY LAW): (1) IN RESPECT OF THE USE, SECURITY, ACCURACY, RELIABILITY, TIMELINESS, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE CONTENT OR OF THE USE OF THE SITE; (2) IN RESPECT OF HARM ARISING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SITE, INCLUDING WITHOUT LIMITATION, HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES, WHETHER OR NOT KNOWN; AND (3) THAT THE CONTENT AND ANY FUNCTIONS ASSOCIATED THEREWITH WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SITE AND ITS SERVER WILL BE FREE OF ALL VIRUSES AND/OR OTHER HARMFUL ELEMENTS.

IN NO EVENT SHALL AGIS, ITS EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSOCIATES AND RELATED CORPORATIONS BE LIABLE TO YOU AND/OR TO ANY PARTY FOR ANY DAMAGES, EXPENSES, CLAIMS, COSTS OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA, (OTHER THAN FOR DEATH OR PERSONAL INJURY RESULTING DIRECTLY FROM YOUR USE OF THE SITE CAUSED IN WHOLE BY AGIS'S NEGLIGENCE) ARISING OUT OF ANY LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE), YOUR USE OF OR INABILITY TO USE THE SITE, THE CONTENT OF THE HYPERLINKS, INCLUDING BUT WITHOUT LIMITATIONS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. ANY CLAIM AGAINST AGIS SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR USE OF THE SITE.

Indemnification

You agree to indemnify and hold harmless AGIS, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents, and licensors, from and against all losses, expenses, damages and costs, including legal fees on a full indemnity basis, resulting from any violation by you of these terms and conditions and/or any other regulations or requirements of AGIS. AGIS reserves the right to take over the exclusive defense of any claim for which AGIS is entitled to indemnification under this section. In such event, you shall provide AGIS with such cooperation as is reasonably requested by AGIS.

Governing Law

These Terms and Conditions shall be governed by the laws of the Republic of Singapore and any dispute arising out of the use of the Site shall be deemed to have taken place in Singapore and shall be referred by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into these terms and conditions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arises or will forever be barred.

Waiver / Severability

If any provision of these terms and conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced. Any failure to act by AGIS with respect to any breach by you or others of any of the provisions of these terms and conditions does not waive AGIS's right to act with respect to subsequent or similar breaches.

User Conduct

You hereby expressly agree and acknowledge:

- a. that all electronic communications made pursuant to this Agreement and/or use of the Site shall be given legal effect, validity and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document;
- b. not to contest the legally binding nature, validity or enforceability of any transaction on the Site on the ground that it was entered into electronically;
- c. to expressly waive any and all rights it may have to assert any such claims and shall comply with all relevant laws concerning electronic communications; and
- d. not to assume a false identity or the identity of some other member when using the Site or transmit libellous, harassing, vulgar or otherwise objectionable messages through the Site; or post materials subject to copyright or other intellectual property rights claimed by any third party; or use the Site for any unlawful or illegal activities (including spamming the other users by sending unsolicited e-mails).

Notices

AGIS may provide you with notices, including those regarding changes to these terms and conditions, by e-mail, regular mail or postings on the Site. You agree that such notices by e-mail, regular mail, and such display of notices or links to notices to you on the Site, will constitute sufficient and adequate notice to you of the matters contained therein.

Violations

If you believe that there are any violations of these terms and conditions, including without limitation, infringement of intellectual property rights and/or the posting of unsuitable or objectionable content, please report the same to support-sg@asiagis.com.

Reservation of Rights

All rights not expressly granted herein are reserved.