

TERMS OF USE

LAST UPDATED: 18 November 2023

Welcome to www.helowatch.io. We are Helowatch Sdn. Bhd. and we own and operate this website which is the Helowatch online marketplace for quality watches ("Site"). These Terms of Use govern your use of the Site, mobile applications and services provided by us, our subsidiaries and affiliates (collectively the "Services").

1. General

- 1.1 These Terms of Use applies to all users of the Services, including without limitation users who are sellers, buyers, distributors, merchants, or contributors of content, information and other materials.
- 1.2 These Terms of Use are between you and Helowatch Sdn. Bhd. [Company No. 202201014088 (1459785-X)] including our subsidiaries and affiliates. For ease of reference, each of Helowatch Sdn. Bhd., its subsidiaries and affiliates (where applicable) are referred to in these Terms of Use as "Helowatch" and the terms "we", "our" and "us" in these Terms of Use shall mean Helowatch including its subsidiaries and affiliates.
- 1.3 By using the Services in any manner, including but not limited to accessing, visiting, or browsing the Services, you will be deemed to have accepted and agreed to be bound by these Terms of Use and any additional terms, conditions and policies referenced herein and / or made available by hyperlink.
- 1.4 We may make changes or modifications to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Services. We may amend these Terms of Use and other rules and policies relevant to the use of the Services without prior notice. You can determine when we last changed these Terms of Use by referring to the "LAST UPDATED" statement above. Your use of the Services following changes to these Terms of Use will constitute your acceptance of those changes.
- 1.5 If you are using and accessing the Services for and on behalf of a business entity, the term "you" in these Terms of Use shall mean the business entity in which you are representing in using the Services, unless the context does not permit.

2. Right to Use

- 2.1 You are responsible for all access to the Site and use of the Services using your Internet connection, even if the access is by another person.
- 2.2 You are accessing and using the Services at your own risk. We shall not be liable for any damage to, or viruses or other codes that may affect any hardware or device, software, data or other property as a result of your access to and use of the Services.
- 2.3 You may only access the Services using authorised means. It is your responsibility to check and ensure that you have downloaded and / or updated the correct software for the hardware and device for your access to and use of the Services. We do not guarantee that the Services, or any part thereof, will function as intended on any particular hardware or device.

3. Restriction of Access

We reserve the right to restrict your access to the Services or part of it. Your access to restricted areas of the Services may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of these Terms of Use).

4. No Guarantee

We will use reasonable efforts to ensure that the Services are available at all times. However, we cannot guarantee that the Services or any individual function or feature of the Services will always be available and / or error free. In particular, the Services may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the Services.

5. Description of the Services

5.1 Vendor listings on the Services do not constitute a legally binding sales offer for concluding a sales contract. Instead, they are a non-binding invitation to treat or invitation to request a sales offer from the vendor.

5.2 Any contractual relationship will be formed exclusively between the seller or vendor and the user. The fulfilment of contracts initiated on the Services shall also take place exclusively between the seller and the user.

5.3 The Services provide a venue for users whether watch buyers or watch sellers to interact with each other, and to buy and sell watches or related items. Helowatch does not pre-screen users or the photos, videos, comments, data, text, links and other information (collectively the "Content") provided by a user, nor is Helowatch directly involved in transactions between users. Consequently, Helowatch has no control over, and you agree that Helowatch is not responsible or liable for, any of the following:

5.3.1 the quality, safety, morality or legality of any aspect of the watches or items listed;

5.3.2 the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items;

5.3.3 the true identity, age, nationality of a user;

5.3.4 any Content posted by users.

5.4 You are encouraged to use the features and functions available on the Services to communicate with other users and / or to find out more about an item which a user has put up for sale. However, please exercise common sense and good judgment in your interactions with other users. While Helowatch endeavours to keep the Services safe for everyone, your use of the Services and your interactions with other users are entirely at your own risk.

6. Account

6.1 You would need to have an account with Helowatch ("Account") in order to use some parts of the Services. When you create an Account, you represent and warrant that:

6.1.1 if you are an individual, you are at least 18 years of age;

6.1.2 if you are representing a company, organisation or any other legal entity ("Entity"), you have authority to bind the Entity to these Terms of Use;

6.1.3 you are capable of entering into and performing legally binding contracts under the applicable law; and

6.1.4 all information which you provide is accurate, up to date, truthful and complete.

- 6.2 If you are under 18 years of age, you may only use the Services with the consent of and under the supervision of your parent or legal guardian who shall be responsible for all your activities.
- 6.3 You are solely responsible for all activities and transactions under your Account. We shall not be responsible in any way if your password and / or Account are misappropriated or used by a third party. You, therefore agree to:
 - 6.3.1 keep your password secure;
 - 6.3.2 keep your account information up to date at all times; and
 - 6.3.3 comply with all applicable laws with respect to your activities and the Content which you upload to the Services.
- 6.4 Unless expressly permitted by Helowatch and subject to these Terms of Use and any other additional terms and conditions as we shall determine, you shall not set up multiple Accounts. You shall not lend, transfer or sell your Account or user ID to another party and must not use another user's Account without our permission.
- 7. Use of the Services
 - 7.1 Subject to your compliance with these Terms of Use, Helowatch grants you a limited, non-exclusive, revocable (with or without cause), non-transferable right and license to use the Services. Our permission for you to use the Services is personal to you and you may not use the Services for commercial purposes.
 - 7.2 Your use of the Services is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you shall not:
 - 7.2.1 use the Services for any fraudulent or unlawful purpose;
 - 7.2.2 violate any applicable laws, rules or regulations in connection with your access or use of the Services;
 - 7.2.3 upload any Content that violates or infringes another party's rights of publicity, privacy, copyright, trade mark or any other intellectual property right;
 - 7.2.4 use the Services to send, post or otherwise communicate any Content which is offensive, indecent, threatening, abusive, insulting, harassing, defamatory, libellous, deceptive, fraudulent, tortious, obscene, profane, invasive of another person's rights including without limitation other's privacy rights or rights of publicity, or racially, ethnically or otherwise objectionable;
 - 7.2.5 use the Services to send automated, unsolicited or unauthorised messages, advertising or promotional material or any junk mail, spam or chain letters;
 - 7.2.6 use the Services in violation of or to circumvent any sanctions or embargo;
 - 7.2.7 impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Services; or express or imply that we endorse any statement you make;
 - 7.2.8 attempt to derive the source code of, decrypt, interfere with or disrupt the operation, performance or integrity of the Services or the servers or networks used to make the Services available; or violate any requirements, procedures, policies or regulations of such networks;
 - 7.2.9 upload to, transmit or otherwise make available in connection with the Services any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
 - 7.2.10 use any scraper, robot, bot, spider, crawler or any other automated device or means of access, acquire, copy or monitor any portion of the Services, or any data or content found or accessed through the Services;
 - 7.2.11 reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services;

- 7.2.12 modify, copy, adapt, translate, enhance, reverse engineer, decompile or disassemble any portion of the Services;
- 7.2.13 remove, alter or obscure any copyright, trade mark or other proprietary rights notice from the Services or materials originating from the Services;
- 7.2.14 frame or mirror any part of the Services without our express prior written consent;
- 7.2.15 create a database by systematically downloading and storing the Services content;
- 7.2.16 use any manual or automatic device in any way to gather Services content or reproduce or circumvent the navigational structure or presentation of the Services without our express prior written consent.
- 7.2.17 use the Services to create or promote a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Services or any services, product or software offered by us;
- 7.2.18 authorise or encourage anyone to do any of the foregoing.

Notwithstanding the foregoing, Helowatch grants the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service. We reserve the right to revoke these exceptions either generally or in specific instances.

- 7.3 Helowatch reserves the right to claw back any prizes and / or amounts paid to you under any event, promotion, offers, campaign and any other activities and / or terminate, suspend or block your account, if you are subsequently found or suspected to be engaged in any activity or act that is in breach of these Terms of Use, our guidelines, any additional terms, conditions and policies.

8. Fees and Payments

- 8.1 As a user of the Services, you agree and acknowledge that in consideration of providing the Services, Helowatch shall charge a transaction fee on all sales completed via the Services ("Transaction Fee"). A sale is considered completed via the Services if the initial contact occurs via the Services, you become aware of the item via the Services, or if your use of the Services has contributed to the completion of the sales contract.
- 8.2 If you complete a sale with a seller via the Services, you must immediately report the sale to Helowatch and disclose the purchase price and seller's name. This reporting requirement shall not apply if the sale was conducted via Trusted Checkout.
- 8.3 If you violate this reporting requirement, you are liable to pay Helowatch a transaction fee amounting to 5% of the total purchase price as the agreed liquidated damages. You acknowledge and agree that this would represent a genuine and fair estimation of our loss and damage arising from your violation or breach of such requirement.
- 8.4 Depending on the type and / or number of listings you choose to post and any additional services you may request in relation to your Account or listing, you may be charged subscription fees, listing fees and / or fees or charges otherwise in relation to your Account or listing (collectively the "Helowatch Fees").
- 8.5 You may pay your Transaction Fee or Helowatch Fees using a credit card, debit card, cheque or by way of telegraphic or other electronic means of transfer. You may also pay through any of the methods as may be made available on the Services or as may be notified to you from time to time.

8.6 You acknowledge and agree that:

8.6.1 if you have applied to Helowatch as an authorised dealer or seller or you have applied to Helowatch for using the Services including but not limited to listing or putting up a watch or any related item(s) for sale at the Site and you have paid your Helowatch Fees during such application to Helowatch or at any time prior to Helowatch's approval and acceptance of such application by you, then in the event that such application by you is rejected, not approved or not accepted by Helowatch for any reason whatsoever (of which Helowatch shall have the absolute discretion to decide upon such application), then Helowatch will use its best endeavours to refund your Helowatch Fees free of interest within seven (7) working days after you have been notified of the rejection or non-approval of your said application. In such event, the refund shall be made via online transfer only including but not limited to by way of FPX to your bank account number last known to Helowatch. Upon such refund, you shall have no claim whatsoever against Helowatch whether arising from, in relation to or in consequence of such application by you or otherwise.

8.6.2 in the event of a subscription or recurring payment, you shall ensure that all payments are made and cleared by your bank before each monthly and / or annual recurring payment is due. For payments by credit card, your credit card account must be in good standing and remain valid for the monthly / annual charge(s) to be debited successfully. In the event of an unsuccessful payment, the relevant Account will automatically be suspended and / or terminated if payments are not received within ten (10) days from the due date;

8.6.3 if your credit card has expired, or if you wish to use a different credit card, please notify us promptly by sending an email to support@helowatch.io at least 14 days before your next subscription fee payment is due. Please indicate "Expiry / Change of CC details" at the subject header;

8.6.4 save as set out in these Terms of Use or mutually agreed upon between the parties, all subscription fees, listing fees and / or other fees and charges paid by you to us with respect to your Account or otherwise for your access to and use of the Services including any Helowatch Fees, are non-refundable;

8.6.5 you shall make prompt payment of all Transaction Fee and Helowatch Fees, in full before the due date stipulated by Helowatch for such payment (where applicable) and in accordance with our payment instructions. In the event of late payment or non-payment of amounts due to Helowatch, without prejudice to any other rights or remedies available to us, Helowatch shall be entitled to:

8.6.5.1 terminate, block and / or suspend your Account and / or your access to the Services;

8.6.5.2 charge you a late payment fee on the overdue amount at the rate of 1.5% per month, or, if lower, the maximum rate allowed by the applicable law.

You shall pay such fees together with the overdue Transaction Fee or Helowatch Fees (as the case may be) any legal fees and costs on a solicitor-client basis incurred by Helowatch in collecting any past due amounts. This fee will be applied on the day after the payment due date and will be applied each month until the overdue amount is paid;

- 8.6.6 in the event your Account is suspended, blocked or terminated for any reason any amounts due on your Account will immediately become due and payable. Helowatch reserves the right to immediately charge any amounts you have not previously disputed to the billing method that you are using and shall be entitled to terminate your Account, without prejudice to any other rights or remedies available to us; and
- you are responsible for collecting and paying any taxes associated with using, making or concluding transactions or sales through the Services. Depending on the tax legislation of your country of residence, goods and services tax or similar consumption tax might apply in addition to your fees.
- 8.7 You may be charged a listing fee in accordance with Helowatch's prevailing listing fees' rules and charges, of which you can view a copy by clicking [here](https://helowatch.io/dealer) (<https://helowatch.io/dealer>) and forms a part of these Terms of Use.
- 8.8 You acknowledge and agree that:
- 8.8.1 Helowatch does not represent or warrant that any Transaction Fee or Helowatch Fees paid or payable will lead to a like, offer, chat and by extension, sale;
- 8.8.2 there will be no refunds in the event that:
- 8.8.2.1 your Account is suspended, blocked or terminated due to a breach of these Terms of Use;
- 8.8.2.2 any Content has been removed in accordance with these Terms of Use; and
- 8.8.3 each listing, free or paid expires after 30 days.
9. Content
- 9.1 You retain ownership rights in the Content which you upload or share on the Services but you grant Helowatch a worldwide, fully-paid, royalty-free, sub-licensable, and transferable licence to host, store, use, display, reproduce, modify, adapt, edit, publish and distribute such Content (subject to our privacy policy) for the purposes of operating, developing, providing, promoting, and improving the Services and to research and develop new products and services.
- 9.2 You understand and agree that you are solely responsible for the Content which you post or share on or through the Services and any loss or damage which you sustain as a result of such Content is solely your responsibility.
- 9.3 You acknowledge that Helowatch does not pre-screen Content uploaded by users. Helowatch shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available on the Services. Without limiting to the foregoing, Helowatch shall have the right to remove Content, without liability or the obligation to offer a refund, in any of the following events:
- 9.3.1 if the Content is in breach of these Terms of Use;
- 9.3.2 if Helowatch has received a complaint or notice of infringement in respect of the Content;
- 9.3.3 if the Content is otherwise objectionable.
- 9.4 Helowatch may also block Content and the delivery of a communication (including without limitation, feedback, postings, messages and / or chats) to or from the Services as part of efforts to protect the Services or users, or to otherwise enforce these Terms of Use.

10. Personal Use

All products sold via the Services are for personal use only. Material and information posted on the Services are for personal use only. No re-sale or other commercial use is allowed.

11. Intellectual Property

11.1 The intellectual property rights in the Services and all of the text, pictures, videos and other content made available on it are owned by Helowatch. You may not print or otherwise make copies of any such content without our express prior permission.

11.2 You acknowledge and agree that the Services and all copyright, patents, trade marks, trade secrets and other intellectual property rights associated therewith are, and shall remain our property. Furthermore, you acknowledge and agree that the source and object code of the Services and the format, directories, queries, algorithms, structure and organisation of the Services are the intellectual property and proprietary and confidential information belonging to us. You are not granted any intellectual property rights in and to the Services not expressly granted in these Terms of Use and such rights are hereby reserved and retained by us. Your use of the Services does not entitle you to claim ownership of any intellectual property rights in the Services.

11.3 You are not authorised by us to use our trade marks in any advertising, publicity or in any other commercial manner without our prior written consent, which may be withheld for any or no reason.

12. No Warranty

12.1 You acknowledge and agree that the Services are provided on an “as is” and “as available” basis, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion.

12.2 We do not represent or warrant that:

12.2.1 the use the Services will be secure, timely, uninterrupted or error free or that they will be compatible or operate in combination with any other hardware, software, system or data;

12.2.2 the Services will meet your requirements or expectations;

12.2.3 errors or defects in the Services will be corrected; or

12.2.4 the Services and our servers are free of viruses or other harmful components.

12.3 We further make no representations as to the quality, completeness or accuracy of any context made available on the Services. To the maximum extent permitted by law, we expressly exclude:

12.3.1 all conditions, representations, warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and other terms that might otherwise be implied by law into these Terms of Use; and

12.3.2 any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Services. This includes, without limitation, direct, indirect, special, incidental, or consequential loss or damage, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised Helowatch of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

- 12.4 The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications (including problems inherent to the computer or electronic device you use). We are not responsible for any delays, delivery failures, damages, or losses resulting from such problems.
- 12.5 No advice or information, whether oral or written, obtained by you from us or from the Services shall create any representation, warranty or guarantee. Furthermore, you acknowledge that we have no obligation to support or maintain the Services.
- 12.6 We disclaim any and all liability or responsibility in relation to the content made available through the Services, including but not limited to any Content uploaded by users or the third-party content and services. We are not responsible or liable in any manner for the third-party Content and services associated with or utilised in connection with the Services, including the failure of such third-party Content and services. For the avoidance of doubt, neither the Site owner nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this Site.
- 12.7 The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded.
13. Log Files, Cookies and Links
- 13.1 We may obtain information about your computer, including, where applicable, your IP address, operating system and browser type, for administration of the system and statistical analysis. This is used to obtain statistical data on how you use, browse or access the Services.
- 13.2 Like most interactive web sites the Services uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our Site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies. The cookies contain information that is transferred to your computer's hard drive.
- 13.3 You may decline cookies by changing your browser's settings. However, if you do this, you may not be able to access certain parts of the Services or avail of some of our Services. Our system will produce cookies when you connect to the Services unless you have adjusted your browser's settings to decline them.
- 13.3 The Services may provide links to other websites and online resources. We do not monitor or review the content of other party's websites which are linked to from the Services. We are not responsible for and do not endorse such external sites or resources. Your use of third-party websites and resources is at your own risk. We shall not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.
- 13.4 You may not create a link to any page of the Services without our prior written consent. If you do create a link to a page of the Services you do so at your own risk. We may block any links to or from the Services. Additionally, we may provide tools to

allow you to link to the Services directly from a third-party site; if you do link to the Services whether using such tools or otherwise, you agree that you will disable and remove any such link promptly upon our request.

14. Privacy Policy

Your privacy is very important to us and we have provided a privacy policy to explain our privacy practices. We may collect and use information about you in accordance with our privacy policy. You can view a copy of this policy by clicking [here](https://helowatch.io/_file/privacy-policy.pdf) (https://helowatch.io/_file/privacy-policy.pdf).

15. Disputes with Users

If you are in dispute with a user of our Services, you are encouraged to contact that user to resolve the situation amicably. If the dispute is notified to us, we will attempt in good faith to facilitate resolution of the dispute but we are under no obligation to resolve the same. You release us from any claims, demands and damages arising out of your disputes with users of our Services.

16. Suspension, Blocking and Termination

16.1 You may deactivate your Account at any time through the “Settings” section of your Account.

16.2 We reserve the right to, at our sole discretion, and without liability:

16.2.1 block your Account and / or your access to the Services if you have not used your login details for a period of at least one year;

16.2.2 suspend or terminate your Account and / or your access to the Services at any time, for any breach of these Terms of Use, our guidelines, any additional terms and conditions and policies;

16.2.3 suspend or terminate your Account and / or your access to the Services at any time, for any reason, and without advance notice;

16.2.4 change, modify, suspend or discontinue, whether temporarily or permanently, the whole or any part of the Services at any time, for any reason, and without advance notice; or

16.2.5 suspend or terminate your Account and / or your access to the Services at any time, in the event of any act, threat of, verbal and / or written abuse against any other user of the Services, our employees, representatives and / or officer.

16.3 You acknowledge and agree that if you deactivate your Account or if we suspend or terminate your Account, you will lose any information associated with your Account, including the Content. It is your responsibility to back up the Content which you upload to the Services.

16.4 Upon termination, all licenses and rights granted to you in these Terms will immediately cease. You will not have the right to bring claims against us or our affiliates with respect to the termination of your Account and / or access to the Services. We and our affiliates shall not be liable for any termination of your Account and / or access to the Services. Any accrued rights to us as at the date of termination shall remain enforceable after termination.

17. Limitation of Liability

17.1 YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND / OR DISCONTINUE ANY USE OF THE SERVICES.

17.2 IN NO EVENT SHALL WE OR OUR SUBSIDIARIES, AFFILIATES, PARTNERS, SUPPLIERS, DISTRIBUTORS, AGENTS, LICENSORS OR OFFICERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR ANY THIRD PARTY CONTENT AND SERVICES, OR ARISING OUT OF OR IN CONNECTION WITH YOUR CONDUCT OR THE CONDUCT OF OTHER USERS IN CONNECTION WITH THE USE OF THE SERVICES INCLUDING WITHOUT LIMITATION DEATH, BODILY INJURY, EMOTIONAL DISTRESS AND / OR OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OR PERSONS YOU MEET THROUGH THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OUR AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY US IN RESPECT OF THE SERVICES GIVING RISE TO SUCH CLAIMS OR, WHERE RELEVANT, SHALL NOT EXCEED THE AMOUNT OF RINGGIT MALAYSIA THEN STANDING TO THE CREDIT IN YOUR ACCOUNT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. Indemnity

18.1 You will fully indemnify, defend and hold us, our subsidiaries, affiliates, partners, suppliers, distributors, licensors, shareholders, officers, directors, employees, independent contractors, appointees and agents and all successors and / or assigns harmless from and against any and all actions, claims, proceedings, damages, liabilities, losses, costs and expenses, of any type and nature including but not limited to indirect, special, incidental and / or consequential losses and damages and legal costs including on a solicitor-client basis, arising from or in connection or resulting from:

18.1.1 your use of the Services;

18.1.2 your Content;

18.1.3 any use of your Account;

18.1.4 your breach of these Terms of Use;

18.1.5 your breach of any statutory requirement, duty or law;

18.1.6 your purported or actual legal infringements and / or infringement of third-party rights in connection with your use of the Services; or

18.1.7 your violation of any rights of another person or entity.

19. Compatibility

We do not warrant that the Services will be compatible or interoperable with your device or any other piece of hardware, software, equipment or device installed on or used in connection with your device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your device to diminish or fail completely, and may result in permanent damage to your device, loss of data located on your device, and corruption of the software and files located on your device. You acknowledge and agree that we and our subsidiaries, affiliates, partners, suppliers, distributors, licensors, officers and agents shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

20. Sub-contracting

We reserve the right to delegate, sub-contract or otherwise arrange for any related corporations, service providers, partners, subcontractors and / or agents to perform any part of the Services as we deem fit or appropriate.

21. No Agency

Our business partners and affiliates are contractors who act independently and as such do not act as our agents, employees, representatives or their equivalent.

22. Communication from You

22.1 Any communication or material you transmit to the Services by e-mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as non-confidential and non-proprietary.

22.2 Anything you transmit or post to the Services becomes our property and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. We assume the right to use any ideas, concepts, know-how or techniques contained in any communication you send to the Services for any purpose including, but not limited to, developing, manufacturing and marketing watches or items listed on the Services using the aforesaid information.

23. Force Majeure

23.1 We shall not be liable to you for any breach, hindrance or delay in the performance of our provision of Services attributable to any cause beyond our reasonable control, including without limitation:

23.1.1 strikes, lock-outs or other industrial action, shipping, postal or other relevant transport strike, failure or accidents;

23.1.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

23.1.3 fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;

23.1.4 epidemic or infectious disease or the like or the lockdown to rein in a surge of such epidemic or infectious disease;

23.1.5 impossibility or severe disruption of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

23.1.6 impossibility or severe disruption of the use of public or private telecommunications networks;

23.1.7 the acts, decrees, legislation, regulations or restrictions of any government including any movement control orders or lockdowns; or

23.1.8 failures of the internet or any public telecommunications network, failures of our hosting provider, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections or power failures or failures of your computer systems or networks.

23.2 We reserve absolute discretion on the solution we adopt in fully meeting our obligations in providing the Services despite the Force Majeure event.

24. Governing Law and Jurisdiction

These Terms of Use will be governed by and construed in accordance with the laws of Malaysia, and the courts of Malaysia will have non-exclusive jurisdiction over any claim or dispute under or in connection with these Terms of Use.

25. Miscellaneous

25.1 You and Helowatch are independent contractors, and no agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by these Terms of Use.

25.2 If any provision of these Terms of Use is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms of Use shall remain in full force and effect.

- 25.3 Except as provided herein, any failure by Helowatch to exercise a right or require performance of an obligation in these Terms of Use shall not affect Helowatch's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach of these Terms of Use constitute a waiver of any subsequent breach.
- 25.4 You shall not assign any rights or delegate any obligations herein without our prior written consent and any attempted assignment or delegation in contravention of this provision shall be null and void and of no force or effect.
- 25.5 These Terms of Use constitute the entire agreement between you and Helowatch and supersede all prior or contemporaneous understandings and / or agreements between you and Helowatch.
- 25.6 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa; references to natural persons shall include bodies corporate and vice versa; and words denoting any gender shall include all genders.

26. Proprietary Rights

The Site owner is the proprietor of the Helowatch trade and brand name, trade mark and get-up in Singapore. All other trade marks, brand names, product names and titles, copyrights and intellectual property rights used in the Site are trade and brand names, trade marks, product names, copyrights or other intellectual property rights of their respective holders. No permission is given by the Site owner in respect of the use of any of them and such use may constitute an infringement of the holder's rights.