

## Wanderjoy Website Terms of Use

### 1. Introduction

- 1.1 This website (the "Website") is operated by Global Rewards Platform Pte. Ltd. ("we", "us" or "our").
- 1.2 We are the programme manager of a telco regional rewards strategic programme amongst certain programme members ("Telco Programme") including without limitation Advanced Wireless Network Company Limited, Globe Telecom, Inc., Hong Kong Telecommunications (HKT) Limited., Optus Mobile Pty Ltd, PT Telekomunikasi Selular, Singtel Mobile Singapore Pte. Ltd., Taiwan Mobile Co., Ltd. and KDDI Corporation ("Telco Programme Members").
- 1.3 These terms and conditions ("Terms") govern your access to and use of the Website. By accessing and using the Website, you confirm that you accept these Terms and agree to be bound by and comply with them. If you do not agree to these Terms, you must not use the Website.
- 1.4 We may update and modify these Terms from time to time without notice. It is your responsibility to review these Terms regularly. Your continued access and use of the Website after any changes constitutes your acceptance of the modified Terms.

# 2. Purpose of the Website

- 2.1 The Website is an informational platform that displays promotions, discount codes, vouchers and offers ("Offers") provided by third-party merchants ("Merchants") introduced by our Telco Programme Members across their respective jurisdictions including but not limited to Singapore, Indonesia, Australia, Thailand, the Philippines, Hong Kong, Taiwan and Japan.
- 2.2 We are not a seller, distributor, agent, or reseller of the products or services featured in any Offer. We do not verify the accuracy, availability, legality, or effectiveness of any Offer and we shall not be liable to you in any way whatsoever for any matter arising from, relating to and/or attributable to the Merchant's products and/or services featured in any Offer.
- 2.3 Any transaction or decision based on any Offer is solely between you and the Merchant and is subject to the Merchant's own terms and conditions. You shall comply with terms and conditions of the Merchants as may be notified by such Merchants or us from time to time.
- 2.4 We shall not be liable for any losses, damages, injuries, liabilities, expenses, costs, claims or other consequences of whatsoever nature (including without limitation any special, indirect or consequential loss, or any loss of revenue, profits, pure economic loss, or any loss arising from claims by any third party against you) that you may suffer in connection with any wrongful or failed redemption of Offers.

## 3. Use of the Website

- 3.1 You may use the Website only for lawful purposes. You must not:
  - Violate any applicable law or regulation;
  - Infringe any intellectual property, proprietary, privacy or publicity right;
  - Cause, nor knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to
    us or any of other users of the Website by any means;
  - Post, transmit, distribute, link to or solicit content that contains any obscene, offensive, defamatory or
    otherwise actionable material or any material in any form that would otherwise render us liable or
    expose us to any proceedings whatsoever;
  - Transmit or introduce any virus, Trojan horse, worm or other malicious or harmful code;
  - Interfere with or disrupt the Website, its servers, or networks;
  - Use any automated system (e.g. bots, spiders) to access the Website without our prior written consent.



- 3.2 We reserve the right (but not the obligation) to monitor, restrict, remove or block your access or any content you submit if we believe you are in breach of these Terms.
- 3.3 You agree that caching, hyperlinking to, and framing of the Website or any of the contents are strictly prohibited. We reserve all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.

## 4. Intellectual Property

- 4.1 All content on the Website, including but not limited to text, graphics, logos, icons, images, sounds, layout, data, and software ("Content") is owned by or licensed to us and is protected by copyright, trademark and other intellectual property laws.
- 4.2 You may not copy, reproduce, distribute, republish, display, perform, transmit, download, store, modify, or otherwise use any Content for commercial or public purposes without our prior written consent.
- 4.3 Nothing on the Website should be interpreted as granting any licence or right to use any trademark, service mark, or logo without our express written permission.
- 4.4 You may not modify, translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operate the Website or create derivative works based on the Website. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of the Website to determine the source code, structure, organization, internal design, algorithms or encryption devices of the Website's underlying technology.

# 5. Third-Party Content and Links

- 5.1 The Website may contain content, promotions, links or references to third-party websites or services (including Offers and Merchant websites) which are neither maintained nor controlled by us. These are provided for your convenience only.
- 5.2 We are not responsible for the availability, content, accuracy, legality, errors, omissions or performance of any third-party material or website. You use third-party websites and interact with third-party Merchants entirely at your own risk.
- 5.3 We do not endorse or control any third-party website or Offer. The inclusion of a link or promotion does not imply affiliation or endorsement.
- 5.4 We shall not be responsible for the privacy and security practices employed by any third-party website and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed or arising from access to those third-party websites.
- 5.5 We disclaim all liability for any material on the Internet which can be accessed by using the Website.

#### 6. Disclaimer of Warranties

- 6.1 The Website and its Content are provided on an "as is" and "as available" basis. We expressly disclaim all warranties, representations or guarantees of any kind, whether express or implied, including:
  - The accuracy, continuity, completeness or currency of Offers;
  - The quantity, quality, merchantability, fitness for purpose, or non-infringement of any third-party (including the Merchant) product or service;
  - That the Website will meet your requirements or expectations or will always be accessible;
  - That the Website will be uninterrupted, timely, secure, error-free or free from malware.
- 6.2 Any decision to act on an Offer or access third-party sites is made at your sole discretion and risk.



# 7. Limitation of Liability

- 7.1 To the fullest extent permitted by law, we are not liable for any loss or damage, whether direct or indirect, arising out of or in connection with:
  - Use of or reliance on any Offer or content;
  - Interactions with Merchants or third parties including any breach or failure by Merchants to perform any of the obligations relating to the Offers;
  - Any errors, delays, interruption or unavailability of the Website;
  - Any virus or malicious code contracted through the Website.
- 7.2 If you are dissatisfied with the Website or these Terms, your sole and exclusive remedy is to discontinue use of the Website.

## 8. Indemnity

- 8.1 You agree to indemnify, defend and hold harmless us, our directors, employees, suppliers, licensors, agents, affiliates and Telco Programme Members, from any claims, damages, losses, liabilities, costs and expenses (including legal fees) arising from:
  - Your use or misuse of the Website;
  - Your breach of these Terms;
  - Any violation of law or third-party rights.
- 8.2 These obligations will survive any termination of your relationship with us (as may be applicable) or your use of the Website. We reserve the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

### 9. Governing Law

Your access to or use of the Website, as well as these Terms are governed by, and construed in accordance with the laws of Singapore. You agree to submit to the exclusive jurisdiction of the Singapore courts.

#### 10. General

- 10.1 If any part of these Terms is held to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect.
- 10.2 Our failure to enforce any right under these Terms shall not constitute a waiver of such right.
- 10.3 These Terms constitute the entire agreement between you and us regarding use of the Website.
- 10.4 These Terms are for our benefit and also for the benefit of our directors, officers, employees, suppliers, agents, licensors, Telco Programme Members and any third-party content providers to the Website. Each of these individuals or entities shall have the right to enforce these provisions directly against you on its own behalf.