

Terms of Service of `vivobase.com.sg`

This document governs

- the use of our website, and,
- any other related agreement or legal relationship with us in a legally binding way.

You must read this document carefully.

Our website is provided by:

Scale Consulting Services
Blk 6, Angklong Lane
#03-02, Faber Garden
Singapore 579980

Contact email: `sales@scale-cs.com`

What you should know at a glance

Please note that some provisions may only apply to certain categories of users. In particular, certain provisions may only apply to consumers or to those users that do not qualify as consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all users.

TERMS OF USE

Unless stated otherwise, the terms in this section apply generally when using our website.

Specific or additional conditions may apply in certain situations and are noted in this document.

By using our website, you confirm the following:

- You are older than 21 years of age.
- you are not in a country under a U.S. government embargo or designated as a "terrorist-supporting" country.
- you are not on any U.S. government list of prohibited or restricted parties.

Account registration

To use the service, you can register or create an account by providing complete and truthful

information. You can also use the service without an account, but this might limit some features.

You are responsible for keeping your login details confidential and must choose passwords that meet the highest standards of strength as allowed by our website.

By registering, you agree to take full responsibility for all activities under your username and password.

You must immediately inform us using the contact details in this document if you believe your personal information, account, or login details have been violated, disclosed, or stolen.

Conditions for account registration

Registration of accounts on our website is subject to the conditions outlined below. By registering, you agree to meet such conditions.

- It is not permitted to register accounts by bots or any other automated methods.
- You must register only one account, unless otherwise specified.
- Your account must not be shared with other persons unless otherwise specified.

Account termination

You can close your account and stop using our service anytime by contacting us at the contact details provided in this document.

Account suspension and deletion

We reserve the right to suspend or delete your account at any time and without notice if we find it inappropriate, offensive, or in violation of these terms.

Suspending or deleting accounts does not entitle you to claim for any compensation, damages, or reimbursement.

The suspension or deletion of accounts due to causes attributable to you does not exempt you from paying any applicable fees or prices.

Content on the website

Unless otherwise noted, all content on our website is owned or provided by us or our licensors.

We do our best to ensure the content on our website complies with all laws and respects third-party rights. However, this may not always be achievable.

If you believe your rights are being infringed, without prejudice to any legal prerogatives to enforce your rights, please report any issues using the contact details provided in this document.

Rights regarding content on our website - All rights reserved

We hold and reserve all intellectual property rights for all content.

You may not use such content in any way that is not necessary or implied for the proper use of the service.

Specifically, but without limitation, you may not copy, download, share (beyond the limits mentioned below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer, assign to third parties, or create derivative works from the content on our website. You also cannot allow any third party to do so through your account or device, even unknowingly.

Where explicitly stated, you may download, copy, and share some content from our website for personal and non-commercial use, provided you correctly implement copyright and other required attributions.

Any statutory limitations or exceptions to copyright remain unaffected.

Access to external resources

Through our website, you may access external resources provided by third parties. You acknowledge and accept that we have no control over these resources and are not responsible for their content or availability.

Conditions for third-party resources, including any rights granted in their content, are governed by those third parties' terms and conditions or by applicable law.

Acceptable use

Our website and service may only be used within the scope of what is provided for, under these terms and applicable law.

You are solely responsible for ensuring your use of our website and service does not violate any laws, regulations, or third-party rights.

We reserve the right to protect our interests by denying you access to our website or service, terminating contracts, and reporting any misconduct to the appropriate authorities if you are involved in or suspected of the following:

- violating laws, regulations, or these terms.
- infringing on third-party rights.
- significantly impairing our legitimate interests.
- offending us or any third party.

TERMS AND CONDITIONS OF SALE

Paid products

All of our products require payment. Details about fees, duration, and conditions are described below and in the dedicated sections of our website.

Product description

Prices, descriptions, and availability of products are detailed in the relevant sections of our website and may change without notice.

Although we strive for accuracy in presenting products on our website, representations (including graphics, images, colors, and sounds) are for reference only and do not guarantee the characteristics of the purchased product.

The specific characteristics of the chosen product are outlined during the purchasing process.

Purchasing process

Every action taken from selecting a product to submitting the order is part of the purchasing process.

By using the E-store tab on our website

Order submission

When you place an order, the following apply:

- submitting an order determines the contract conclusion and obligates you to pay the specified price, taxes, and any additional fees and expenses outlined on the order page.
- if the purchased product requires action from you, such as providing personal information or specific requests, submitting the order means you agree to cooperate accordingly.
- after submitting the order, you will receive a receipt confirming that the order has been received.

All communications regarding the purchasing process will be sent to the email address you provided.

Prices

During checkout and before order submission, you will see all charges, including any fees, taxes, and costs (including, where applicable, delivery costs).

On our website, prices are displayed including all applicable fees, taxes, and costs.

Prices are inclusive of the GST rate as per the existent law in Singapore.

It does not include Delivery Charges to the address provided. For overseas customers, it does not include Customs Duty and/or any other applicable taxes of the country of delivery.

Methods of payment

Details about accepted payment methods are provided during the purchasing process.

Certain payment methods might have additional conditions or fees. In these cases, more information can be found in the related section of our website.

- VISA, MasterCard and other credit cards
- QR Code
- PayNow (for Singapore based payers with a Singapore Bank Account)

Retention of product ownership

Until payment of the total purchase price is received by us, any products ordered will not become your property.

Delivery

Products are delivered to the address provided by you and in the manner outlined in the order summary.

Upon delivery, please check the content and report any issues promptly using the contact details provided in this document or as outlined in the delivery note. If the parcel appears visibly damaged, you may refuse to accept it.

Goods are delivered to the following countries: [Singapore, Australia, New Zealand, Indonesia, Philippines, India]

Delivery times are outlined on our website or during the purchasing process.

Typically, the products are available ex-stock. Large Quantity order can be delivered with 2 weeks lead time

Failed delivery

We are not liable for delivery errors due to incorrect or incomplete information provided by you during the purchasing process nor for any damage or delays after delivery to a carrier organised by you and not offered or recommended by us.

If the goods are not received or collected at the time or within the period specified, they will be returned to us. We will contact you to schedule a second delivery attempt or to agree on a future course of action.

Unless otherwise agreed, each delivery attempt after the second one will be at your expense.

RETURN POLICY

All sales are final, and no refund will be issued.

If there is an unfortunate situation wherein, we agree to take back the product, you must return the products to us or to a person authorized by us without delay and no later than 14 days from the agreed date.

We shall reimburse only the price of the product. All other costs incurred will have to be borne by the buyer.

You are responsible for any diminished value of the goods resulting from handling beyond what is necessary to establish their nature, characteristics, and functioning.

GUARANTEES

Legal guarantee of conformity for goods

We guarantee the conformity of goods sold for one year from the invoice date. This guarantee applies to goods on our website according to the laws of Singapore.

The laws of your country may grant you broader rights regarding legal guarantees of conformity which will **not** be applicable to our products.

LIABILITY AND INDEMNIFICATION

We limit our liability as much as legally allowed when executing agreements with you. This means our responsibility for damages is reduced to the price of the product unless explicitly stated otherwise or agreed upon with you.

Indemnification

You agree to indemnify us and our affiliates, officers, directors, and employees from any claims or demands made by third parties due to or in connection with any culpable violation of these terms or third-party rights related to your use of the service to the extent allowed by law.

Limitation of liability

Unless explicitly stated otherwise and subject to applicable law, you cannot claim damages against us (or any individual or entity acting on our behalf).

However, this exclusion does not apply to damages affecting life, or physical integrity, arising from the breach of significant contractual obligations (such as those necessary to fulfill the contract's purpose), and/or damages resulting from intentional or gross negligence, provided that our website has been used appropriately and correctly by you.

Unless damages stem from intentional or gross negligence, or impact on life, or physical integrity, our liability is limited to the price of the product sold at the time the contract was entered into.

COMMON PROVISIONS

No waiver

Our failure to assert any right or provision under these terms does not waive that right or provision. No waiver will constitute a continuing waiver of such term or any other term.

Service interruption

To maintain the best service level, we reserve the right to interrupt the service for maintenance, updates, or other changes, with appropriate notification.

We may suspend or discontinue the service within legal limits. If discontinued, we will assist you in withdrawing personal data and respect your rights regarding continued product use and compensation under applicable law.

The service may be unavailable due to events beyond our reasonable control, such as infrastructure breakdowns or blackouts.

Service reselling

You may not reproduce, duplicate, copy, sell, or exploit any part of our website or its service without our express written permission, granted either directly or through a legitimate reselling program.

Privacy policy

For information on the use of personal data, you can refer to our website's privacy policy.

Intellectual property rights

Without prejudice to any more specific provisions in these terms, all intellectual property rights associated with our website, including copyrights, trademark rights, patent rights, and design rights, are exclusively owned by us or our licensors. These rights are protected by applicable laws and international treaties concerning intellectual property.

All trademarks, whether nominal or figurative, and any other marks, trade names, service marks, word marks, illustrations, images, or logos associated with our website, are and remain the exclusive property of us or our licensors. These are also protected by applicable laws and international treaties related to intellectual property.

Changes to the terms

We reserve the right to modify these terms at any time, informing you of any changes.

Such changes will only affect the relationship with you from the date communicated onwards.

Your continued use of the service will signify your acceptance of the revised terms. If you do not wish to be bound by the changes, you must stop using the service and terminate the agreement.

The applicable previous version will govern the relationship prior to your acceptance. You can obtain any previous version from us.

If legally required, we will notify you in advance of when the modified terms will take effect.

Assignment of contract

We reserve the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these terms, considering your legitimate interests. Provisions about changes to these terms will apply accordingly.

You cannot assign or transfer your rights or obligations under these terms without our written permission.

Contact

All communications regarding the use of our website must be sent using the contact information provided in this document.

Severability

Invalidity or unenforceability of any provision under applicable law will not affect the validity of other provisions, which will remain in full force and effect.

Governing law

These terms are governed by the law of the place where we are based, as outlined in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that you are based on provides for higher applicable consumer protection standards, such higher standards will prevail.

Venue of jurisdiction

The jurisdiction over any controversy related to these terms lies with the courts of the place where we are based, as outlined in the relevant section of this document.

DISPUTE RESOLUTION

Online dispute resolution for consumers

Informal Negotiations: To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a “Dispute” and collectively, the ‘Disputes’) brought by either you or us (individually, a ‘Party’ and collectively, the ‘Parties’), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration: Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146) according to the Rules of this ICAC, which, as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be one (1). The seat, or legal place, or arbitration shall be Singapore. The language of the proceedings shall be English. The governing law of these Legal Terms shall be substantive law of Singapore.

Restrictions: The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration: The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the Intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the persona jurisdiction of that court.

INFORMATION ABOUT THIS DOCUMENT

This document was generated with the use of the Terms of Service and Termly template.