

## PLEASE READ CAREFULLY BEFORE USING THIS PORTAL

Welcome to Fleurica.com (the "**Portal**"). This end user licence agreement ("**Agreement**") is a legal agreement between you ("**Licensee**" or "**you**") and Fleurica International Pte. Ltd. ("**Licensor**", "**us**" or "**we**") for the use of the Portal.

We provide website features and other products and services to you when you visit, browse or shop at Fleurica.com or any of its affiliated websites (including social media pages), use our products or services, or use the Portal and/or other software provided by us in connection with any of the foregoing (collectively, the "**Services**").

We license use of the Portal to you on the basis of this Agreement. We do not sell the Portal to you and we remain the owners of the Portal at all times.

### IMPORTANT NOTICE TO ALL USERS:

- BY SIGNING UP FOR AN ACCOUNT ON OUR WEBSITE, AND/OR BY USING OUR WEBSITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN PARAGRAPHS 8 AND 9 AND AN INDEMNITY IN PARAGRAPH 10.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT LICENSE USE OF THE PORTAL TO YOU AND YOU MUST NOT USE OUR PORTAL.

**You should print a copy of this Agreement for future reference.**

## 1. TERMS OF USE

- 1.1 The terms set out in this Agreement govern your access to and your use of the Portal and shall constitute a legally binding agreement between you and us. We may change such terms from time to time without prior notice. If you do not agree to such terms, you must not use the Portal.
- 1.2 Subject to you agreeing to abide by the terms of this Agreement, we hereby grant to you a personal, non-exclusive and non-transferable licence to use the Portal on the terms of this Agreement.
- 1.3 By registering an account with us (which involves providing us with certain mandatory and voluntary information as required for a successful registration) and using the Portal, you confirm that:
  - (a) You have read the terms set out in this Agreement and agree to be bound by and comply with them; and
  - (b) You are 18 years old and above. We may ask for proof of age before you can register for an account with us.
- 1.4 You are responsible for maintaining the confidentiality of your account, and you are responsible for all activities that occur under your account. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your account.

- 1.5 We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to the Portal (including access to your account with us) at any time, remove or edit content (including content submitted by you) on the Portal or on any of our affiliated websites (including social media pages), or cancel any orders made or submitted by you.
- 1.6 We reserve the right to change, modify, suspend or discontinue any portion of the Services, Portal or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- 1.7 These terms of use refer to the following additional terms, which also apply to your use of the Portal:
- (a) Our Privacy Policy (see Schedule 1) sets out our policy concerning the collection, use and disclosure of your personal data (“**Data**”) in compliance with the Personal Data Protection Act 2012 (No. 26 of 2012) (“**PDPA**”). By using our Portal, you consent to our collection, use and disclosure of your Data in the manner set out in our Privacy Policy and you warrant that all Data provided by you is accurate. Should you wish to update your Data and/or withdraw your consent to our collection, use and disclosure of your Data, or should you have any feedback or enquiries relating to your Data, please contact our Data Protection Officer at [dpo@fleurica.com](mailto:dpo@fleurica.com).
  - (b) Our Acceptable Use Policy (see Schedule 2) sets out the permitted uses and prohibited uses of our Portal. When using our Portal, you must comply with this Acceptable Use Policy.

## 2. RESTRICTIONS

Except as expressly set out in this Agreement or as permitted by any local law, you undertake:

- (a) not to reproduce, copy, modify, adapt, alter, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, the Portal or any of the contents therein for any commercial or other purposes;
- (b) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of the Services or the Portal nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, the Portal or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
- (c) not to provide or otherwise make available the Portal in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
- (d) to include our copyright notice on all entire and partial copies you make of the Portal on any medium;
- (e) to comply with all applicable technology control or export laws and regulations; and
- (f) not to disrupt, disable, or otherwise impair the proper working of the Services, the Portal or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Portal anywhere in the world belong to us, that rights in the Portal are licensed (not sold) to you, and that you have no rights in, or to, the Portal other than the right to use them in accordance with the terms of this Agreement.
- 3.2 You acknowledge that you have no right to have access to the Portal in source code form.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded from the Portal in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 Our status (and that of any identified contributors) as the authors of content on the Portal must always be acknowledged.
- 3.5 You must not use any part of the content on our Portal for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.6 If you print off, copy or download any content on our Portal in breach of these terms of use, your right to use the Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **4. UPLOADING CONTENT TO OUR PORTAL**

- 4.1 Whenever you make use of a feature that allows you to upload content to our Portal, you must comply with the content standards set out in our Acceptable Use Policy.
- 4.2 You irrevocably and unconditionally represent and warrant that any content uploaded by yourself to our Portal complies with our Acceptable Use Policy and the PDPA.
- 4.3 We will only use the content uploaded by you for the purposes of carrying out the Services, and for the purposes of carrying out our obligations in this Agreement. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 4.4 We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Portal constitutes a violation of their rights under Singapore law.
- 4.5 We will not be responsible, or liable to any third party, for the content or accuracy of any content or data uploaded by you or any other user of our Portal.
- 4.6 We have the right to remove any posting you make on our Portal if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

### **5. ORDER POLICY**

- 5.1 We will attempt to be as accurate as possible in our description of the products offered by us on the Portal (the “**Products**”). Notwithstanding the foregoing, we do not warrant that any such description or any other information, content or materials offered as part of the Services (including the price of any Product) is accurate, complete, reliable or current. You agree that we will not be liable for any disparities or errors in such description, information, content or materials.
- 5.2 All orders made by you on the Portal are subject to the stock availability of the relevant vendor (as listed on our website) (the “**Vendor**”), and we reserve the right to cancel, amend or reject your order in whole or in part, at any time and without liability or compensation, where

any Product is out of stock or unavailable for any reason. We also reserve the right to limit your order of a Product to the quantity available at that time.

- 5.3 By placing your order on the Portal, you authorise us to transmit information about you from and to third parties from time to time, including but not limited to verification checks that we may be required to make involving payment in order to authenticate your identity, validate such payment, and enable us to make delivery of the ordered Product to you.
- 5.4 We will not process any orders that attempt to use an expired, incorrect or otherwise non-functioning credit or debit card (including but not limited to cards that have exceeded their limit). In the event that any such order is processed, we reserve the right to collect any unpaid sums from you through an alternate payment method, and to charge an administrative fee at our prevailing rates then in force for the same.

## **6. DELIVERY AND CANCELLATION POLICY**

- 6.1 We deliver to anywhere on the main island of Singapore. We will arrange for the delivery of any Products purchased by you via the Portal by a third-party logistics vendor (the “**Deliverer**”). The timing for delivery of any Product is subject to the availability of the Deliverer. We will not be responsible for any delay in the delivery of a Product unless such delay results directly from our negligence or omission.
- 6.2 To facilitate in the smooth delivery of Products, please ensure that your personal details in your account with us and any other information as requested by the Vendor are accurate and up-to-date. Please also ensure that you input the correct details whenever you place an order for a Product. Any change in your personal details or your order details (including but not limited to the delivery address or gift messages) will be considered by us in our sole discretion, and is subject always to the ability of the Vendor and/or the Deliverer to accommodate such change. In the event that such change is accepted by us, this may be subject to an administrative fee. This administrative fee is subject to change at our sole discretion and may take effect with immediate notice.
- 6.3 Please note that all cancellations of orders shall be accepted by us on a case-by-case basis. If an order is cancelled after it has been submitted, or if we have to arrange for a re-delivery of the Products for any reason whatsoever (including but not limited to the event where no one is at the delivery location to receive the Products), we reserve the right to charge an administrative fee at our prevailing rates then in force.
- 6.4 We are not and will not become, at any point in time, the holder of any beneficial or legal interest in any Product, nor do we at any time take possession of the Products. We will not be responsible for any damage sustained by or the loss of any Product during the delivery process or at any other time.

## **7. REFUND POLICY**

- 7.1 In the event that there is any dispute as to the quality, quantity, specifications, price and/or any other characteristic of a Product, you are responsible for contacting us directly.
- 7.2 We will generally not issue any refund to you with respect to the Product unless the Product fails to be delivered by the scheduled delivery time as a result of our negligence or an avoidable error that was caused by us. We are otherwise not liable for any other refund whatsoever relating to the quantity, specifications, price and/or any other characteristic of a Product, but we will assist you to liaise with the relevant Vendor to provide a refund. However, we do not guarantee and/or warrant that the Vendor will issue a refund to you with respect to the Product.

## 8. WARRANTY

- 8.1 While we make all efforts to maintain the accuracy of the information on the Portal, we provide the Services, Portal and all information, content, materials, products (including the Products and any software) and other services included on or otherwise made available to you through the Services (the "**Related Content**") on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing. You expressly agree that your use of the Services and the Portal is at your sole risk.
- 8.2 To the full extent permissible by law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, the Portal, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

## 9. LIMITATION OF LIABILITY

- 9.1 We only supply the Portal for domestic and private use. You agree not to use the Services, the Portal and the Related Content for any commercial, business or re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement (including but not limited to the use of, or inability to use, the Services, the Portal or any other website or software) for:
- (a) loss of profits, sales, business, or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings;
  - (d) loss or corruption of data or information;
  - (e) loss of business opportunity, goodwill or reputation; or
  - (f) any indirect or consequential loss or damage.
- 9.2 Nothing in this Agreement shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence; or
  - (b) fraud or fraudulent misrepresentation.
- 9.3 This Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Services and the Portal. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and the Portal which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 10. INDEMNITY

You agree to indemnify and hold us, and our affiliated and associated companies and their respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential,

exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your act, default or omission, whether in your use of the Portal, Services and/or any websites or software in relation thereto or otherwise, and whether under this Agreement (including our Acceptable Use Policy), any laws or regulations or otherwise.

## **11. OTHER IMPORTANT TERMS**

- 11.1 We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or obligations under this Agreement.
- 11.2 You may only transfer your rights or your obligations under this Agreement to another person if we agree in writing.
- 11.3 No partnership or agency or employment relationship has arisen by reason of this Agreement.
- 11.4 This Agreement and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement or any document expressly referred to in it.
- 11.5 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.6 Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.7 This Agreement, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by Singapore law. In the event of any such disputes or claims in connection with this Agreement, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within thirty (30) days, we both irrevocably agree to the exclusive jurisdiction of the courts of Singapore.

## **SCHEDULE 1 PRIVACY POLICY**

**FLEURICA INTERNATIONAL PTE. LTD.** (“we” or “us”) is committed to protecting and respecting your privacy.

- a. This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data (the “**Data**”) we collect from you, or that you upload, will be processed by us. Please read the following carefully to understand our views and practices regarding your Data and how we will treat it.
- b. By accepting our terms of use, you consent to the collection, use, disclosure and transfer of your Data in the manner and for the purposes set out below.
- c. For the purpose of the Personal Data Protection Act 2012 (No. 26 of 2012) (“**PDPA**”), our Data Protection Officers may be reached at [dpo@fleurica.com](mailto:dpo@fleurica.com).

### **INFORMATION WE MAY COLLECT**

- d. We may collect and process the following data:
  - (i) Information that you provide by filling in forms on our Portal, Fleurica.com (“**our Portal**”). This includes information provided at the time of registering to use our Portal, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our Portal.
  - (ii) Documents that you upload onto our Portal.
  - (iii) If you contact us, we may keep a record of that correspondence.
  - (iv) We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
  - (v) Details of transactions you carry out through our Portal.
  - (vi) Details of your visits to our Portal and the resources that you access.

### **IP ADDRESSES**

- e. We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

### **COOKIES**

- f. Our Portal uses cookies to distinguish you from other users of our Portal. This helps us to provide you with a good experience when you browse our Portal and also allows us to improve our Portal.

### **WHERE WE STORE YOUR DATA**

- g. The Data that we collect from you may be transferred to, and stored at, a destination outside Singapore. It may also be processed by staff operating outside Singapore who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of

your order, the processing of your payment details and the provision of support services. By submitting the Data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Data is treated securely and in accordance with this privacy policy.

- h. All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted **[using SSL technology]**. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Portal, you are responsible for keeping this password confidential. We ask you not to share the password with anyone.
- i. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your Data, we cannot guarantee the security of your Data transmitted to our Portal; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **USES MADE OF THE INFORMATION**

- j. We use information held in the following manner:
  - (i) To ensure that content from our Portal is presented in the most effective manner for you and for your computer.
  - (ii) To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
  - (iii) To carry out our obligations arising from any contracts entered into between you and us.
  - (iv) To allow you to participate in interactive features of our service, when you choose to do so.
  - (v) To notify you about changes to our service.
  - (vi) For the purposes of data analytics, conducted on our behalf by third party vendors, which includes but is not limited to Google Analytics. More information can be found at the following link: **[ [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/) ]**

## **DISCLOSURE OF YOUR INFORMATION**

- k. We may disclose your Data to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in the Companies Act (Cap 50).
- l. We may disclose your Data to third parties:
  - (i) For the purposes of fulfilling any orders that you place via our Portal, processing payments in connection therewith or otherwise in connection with your use of our Portal. Such third parties may include but are not limited to the florists from whom you place an order, the delivery vendor and our payment gateway vendor.
  - (ii) In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

- (iii) If Fleurica International Pte. Ltd. or substantially all of its shares or assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- (iv) If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use.

## **YOUR RIGHTS**

- m. Our Portal may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Data to these websites.

## **ACCESS TO INFORMATION**

- n. The PDPA gives you the right to access information held about you. Your right of access can be exercised in accordance with the PDPA. Any access request may be subject to a fee of S\$10.00 to meet our costs in providing you with details of the information we hold about you.

## **CHANGES TO OUR PRIVACY POLICY**

- o. Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

## **CONTACT**

- p. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [dpo@fleurica.com](mailto:dpo@fleurica.com).

## **SCHEDULE 2 ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between you and Fleurica International Pte. Ltd. (“**we**” or “**us**”) under which you may access our portal Fleurica.com (“**our Portal**”). This acceptable use policy applies to all users of, and visitors to, our Portal.

Your use of our Portal means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of Portal use.

### **PROHIBITED USES**

- a. You may use our Portal only for lawful purposes. You may not use our Portal:
  - (i) In any way that breaches any applicable local or international laws or regulations.
  - (ii) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - (iii) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time.
  - (iv) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
  
- b. You also agree:
  - (i) Not to reproduce, duplicate, copy or re-sell any part of our Portal in contravention of the provisions of our terms of Portal use.
  - (ii) Not to access without authority, interfere with, damage or disrupt:
    - a. any part of our Portal;
    - b. any equipment or network on which our Portal is stored;
    - c. any software used in the provision of our Portal; or
    - d. any equipment or network or software owned or used by any third party.

### **CONTENT STANDARDS**

- c. These content standards apply to any and all material which you upload on our Portal (“**Contributions**”).
- d. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.
- e. Contributions must:
  - (i) Comply with Singapore law, in particular, the Personal Data Protection Act 2012 (No. 26 of 2012), and the laws of any country from which they are posted.

- (ii) Be placed in the correct and appropriate categories. You shall be responsible for the authenticity and origin of the Contributions. You must ensure that you either have all ownership rights to the Contributions posted or all rights allowing you to post the Contributions.
- f. Contributions must not:
- (i) Infringe any copyright, database right or trade mark of any other person.
  - (ii) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - (iii) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
  - (iv) Be likely to harass, upset, embarrass, alarm or annoy any other person.
  - (v) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
  - (vi) Give the impression that they emanate from us, if this is not the case.
  - (vii) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- g. We reserve the right to request that you amend or delete the Contributions if it is found that any of the Contributions posted by you is in contravention of this acceptable use policy.
- h. Where you choose to terminate your account with us, you may delete all previous Contributions made by you and retain a copy of the same.

## **SUSPENSION AND TERMINATION**

- i. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Portal. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- j. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our Portal, and may result in our taking all or any of the following actions:
  - (i) Immediate, temporary or permanent withdrawal of your right to use our Portal.
  - (ii) Immediate, temporary or permanent removal of any posting or material uploaded by you to our Portal.
  - (iii) Issuance of a warning to you.
  - (iv) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  - (v) Further legal action against you.
  - (vi) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

- k. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### **CHANGES TO THE ACCEPTABLE USE POLICY**

- l. We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our Portal.