

## OUE Beauty Bar - Terms of Use

These are the terms of use ("Terms of Use") governing the purchase of products in the vending machine(s) installed by Alkas Realty Pte Ltd at OUE Downtown Gallery, known as the OUE Beauty Bar ("OUEBB"), which are owned and controlled by Alkas Realty Pte Ltd, and sites owned and controlled by Alkas Realty Pte Ltd including <https://downtowngallery.com.sg/> (the "Sites").

We may add additional Sites from time to time as we expand our beauty offerings and these Terms of Use will govern those new Sites when added. We also like to interact with you on third party sites ("Third Party Sites") where we post content or invite your feedback, such as

**IG:** <https://www.instagram.com/downtowngallerysg/>

**FB:** <https://www.facebook.com/downtowngallerysg/>

(the "Sites").

Our Terms of Use and other areas of our Sites provide guidelines ("Guidelines") and rules and regulations ("Rules") in connection with OUEBB.

By using the services ("Services") of OUEBB and the Sites, you agree to these Terms of Use, our Privacy Policy <https://downtowngallery.com.sg/privacy-policy> and our Guidelines and Rules. If you do not agree with any of these, you should not use OUEBB.

Alkas Realty Pte Ltd reserves the right to change or modify any of the terms and conditions contained in the Terms of Use, Guidelines and Rules from time to time at any time by giving you notice via OUEBB and/or our Sites. Your continued use of the Sites following posting of any changes or modifications constitutes your acceptance of such changes or modifications and if you do not agree with these changes or modifications, you must immediately cease using OUEBB and/or the Sites. For this reason, you should frequently review these Terms of Use, our Guidelines and Rules and any other applicable policies, including their dates, to understand the terms and conditions that apply to your use of OUEBB and/or the Sites.

### **1. Intellectual Property**

1.1 You may use the Services only in the manner permitted by this Agreement.

1.2 All intellectual property rights (including, without limitation, copyright, trademarks, patents, design rights and all other forms of intellectual property rights existing in the world) in OUEBB are owned by Alkas Realty Pte Ltd or licensed to Alkas Realty Pte Ltd. Nothing in these Terms of Use constitutes a transfer of any intellectual property rights.

1.3 Permission is granted to use the Services of OUEBB for the sole purpose of purchasing from OUEBB or using the Sites as a shopping resource. Any other use of materials on OUEBB and/or the Sites without the prior written permission of Alkas Realty Pte Ltd is strictly prohibited.

### **2. Product Information**

2.1 The products displayed on OUEBB can be ordered and delivered through the vending machines. All prices displayed on OUEBB are quoted in Singapore Dollars and are valid and effective only in Singapore. If any minor uses any goods or product from OUEBB it should be only after the legal or parental guardian has discussed the product with the minor's doctor. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Alkas Realty Pte Ltd.

2.2 All material and information presented by OUEBB is intended to be used for personal educational or informational purposes only. Any statements made about products have not been evaluated by the Health Sciences Authority of Singapore or any other regulator, and the results reported, if any, may not necessarily occur in all individuals. The statements and products are not intended to diagnose, treat, cure or prevent any condition or disease.

2.3 All products should be used strictly in accordance with their instructions, precautions and guidelines. You should always check the ingredients for products to avoid potential allergic reactions.

2.4 Use of OUEBB is not meant to serve as a substitute for professional medical advice. OUEBB is meant solely as a point of sale for specialty beauty products. The Services of OUEBB cannot, and do not, contain information about all medical conditions and is not intended for diagnosis. Please consult with your own physician or health care practitioner regarding the use of any goods, products or information received from OUEBB and/or the Sites before using or relying on them. Your physician or health care practitioner should address any and all medical questions, concerns and decisions regarding the possible treatment of any medical condition. Alkas Realty Pte Ltd, OUEBB and the Sites do not give or intend to give any answers to medical related questions and OUEBB and the Sites do not replace any medical professional or medical resource and should not be used as a substitute for consultation with your physician or health care practitioner. Each of Alkas Realty Pte Ltd and OUEBB does not represent itself as a physician nor is this implied. No prescription medications or medical treatments are intentionally provided on the Sites. If you are in need of medical attention, call 995 or your physician immediately.

2.5 The products available on OUEBB, including any samples dispensed through OUEBB, are for your personal use only.

2.6 Occasionally there may be information on OUEBB and/or the Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. Alkas Realty Pte Ltd and/or OUEBB reserves the right to correct any errors, inaccuracies or omissions and to change or update information if any information on the machines and/or the Sites is inaccurate at any time without prior notice. Alkas Realty Pte Ltd may change any content or material on the Sites at any time. Any of the content or material on the Sites may be out of date at any given time, and Alkas Realty Pte Ltd is under no obligation to update the Sites. Alkas Realty Pte Ltd shall not be liable if for any reason the Sites, or any portion thereof, is unavailable at any time or for any period. Alkas Realty Pte Ltd reserves the right to refuse any and all current or future access to and/or use of the Sites without prior notice to you.

### **3. Color Information**

3.1 While OUEBB has tried to accurately display the colors of products, the actual colors you see will depend on the monitor and may not be accurate.

#### **4. Responsibility for your Content**

4.1 You are solely responsible for all content that you upload or transmit via OUEBB or the Sites ("Content").

#### **5. Your Use of Content on the Sites and Limitation of Liability**

5.1 Alkas Realty Pte Ltd provides the vending machines and software and all other applications and services on or in relation to OUEBB only as a point of dispensing the products and collection of payments. To the fullest extent permitted by law, Alkas Realty Pte Ltd is not and shall not be liable for any statements, representations, or Content provided by its users in any public forum.

5.2 You may access the Content and any other content on OUEBB only as permitted under these Terms of Use and the Privacy Policy and you agree to not engage in the use, copying or distribution of any of the Content other than as expressly provided herein.

5.3 You agree not to circumvent, disable or otherwise interfere with security-related features of OUEBB or features that prevent or restrict use of any Content or enforce limitations on use of OUEBB or the Content therein. You may not interfere with or disrupt the OUEBB, or servers or networks connected to OUEBB, or disobey any requirements, procedures, policies or regulations of networks connected to OUEBB, including by using any device, software or routine to bypass robot exclusion headers.

5.4 Alkas Realty Pte Ltd reserves all rights not expressly granted in and to the Content. When using OUEBB, you may not abuse the system, disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to use OUEBB.

#### **6. Your Payment**

6.1 The collection and handling of your card details, including name, ID#, email address, contact details are governed by our Privacy Policy.

#### **7. Guidelines for purchase**

7.1 For hygiene reasons, products purchased are not refundable or returnable.

7.2 For customer support, please email your query to [contactbeautybar@oue.com.sg](mailto:contactbeautybar@oue.com.sg) and provide the following information:

- (a) Your name and product name;
- (b) date of purchase and receipt #
- (c) message content

#### **8. Third Party Content and Third Party Sites**

8.1 Alkas Realty Pte Ltd may provide content of third parties ("Third Party Content") or provide links to Third Party Sites as a service to those interested in this information or who wish to enjoy privileges offered by the Third Party.

8.2 Alkas Realty Pte Ltd does not monitor, approve or have any control over any Third Party Content or the Third Party Sites and the inclusion of links to Third Party Content or Third Party Sites does not imply any association or relationship between Alkas Realty Pte Ltd and such third party.

8.3 Alkas Realty Pte Ltd does not guarantee, endorse or adopt the accuracy or completeness of any Third Party Content or any Third Party Site. Alkas Realty Pte Ltd is not responsible for updating or reviewing Third Party Content or Third Party Sites. You use Third Party Content and Third Party Sites at your own risk. Third Party Content, including comments from third party users on OUEBB, does not necessarily reflect the views of Alkas Realty Pte Ltd.

8.4 Without prejudice to the generality of the foregoing, OUEBB's third party suppliers may express certain opinions or provide certain information and offers. Alkas Realty Pte Ltd makes no warranties as to the completeness, accuracy, timelines or reliability of information or offers supplied by third parties and published by OUEBB and/or the Sites. Alkas Realty Pte Ltd does not guarantee or warrant the performance of any third party, including any such third party's conformance to any law, rule, regulation or policy.

## **9. Reservation of Rights**

9.1 Alkas Realty Pte Ltd reserves the right to modify, discontinue or disable the services on OUEBB, either on a permanent or temporary basis.

Alkas Realty Pte Ltd may access, preserve and disclose your account information and Content in accordance with our Privacy Policy, including if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to

- (i) comply with legal process;
- (ii) enforce these Terms of Use,
- (iii) respond to claims that any Content violates the rights of third parties,
- (iv) respond to your requests for customer service, or
- (v) protect the rights, property or personal safety of Alkas Realty Pte Ltd (and its employees), its users and the public.

## **10. Disclaimer**

10.1 To the extent permitted by law, Alkas Realty Pte Ltd is providing the contents and the services in OUEBB on an "as-is" and "as-available" basis and, to the extent permitted by law, makes no representations or warranties of any kind, express or implied, with respect to the operation of the Sites or interactive services, the information, content, materials or products, included on the Sites or as part of OUEBB. Alkas Realty Pte Ltd does not warrant that information, services and products contained in the Services of OUEBB will satisfy your requirements or that they are error or defect-free. Before using any product, you should confirm any information of importance to you on the product packaging.

To the fullest extent permitted by law, Alkas Realty Pte Ltd disclaims all such representations and warranties, including, for example, warranties of merchantability, satisfactory quality and fitness for a particular purpose.

In addition, Alkas Realty Pte Ltd does not represent or warrant that the information accessible via the Sites or OUEBB is accurate, complete or current. Price and availability information is subject to change without notice.

10.2 To the extent permitted by law, Alkas Realty Pte Ltd will not be liable for any damages of any kind arising out of or in connection with the use of the Sites or OUEBB. This is a comprehensive limitation of liability that applies to all damages of any kind, including but not limited to direct, indirect, incidental, punitive or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

10.3 Notwithstanding anything in these Terms of Use, certain legislation, including the Sale of Goods Act (Chapter 393) of Singapore, may impose consumer guarantees or imply warranties or conditions or impose obligations upon Alkas Realty Pte Ltd which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. Such legislation may, for example, impose non-excludable guarantees that goods are of acceptable quality or that services will be rendered with due care and skill (with certain remedies available to consumers for certain breaches of such guarantees). To the extent that such legislation applies, these Terms of Use must be read subject to these statutory provisions and nothing in these Terms of Use is intended to alter or restrict the operation of such provisions.

## **11. Indemnification and Limitation of Liability**

11.1 You agree to defend, indemnify and hold harmless Alkas Realty Pte Ltd (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), from all claims, demands, losses, liabilities, costs, expenses, obligations and damages of every kind and nature, known and unknown, including reasonable legal fees, arising out of

- (a) your use of and access to the Sites and OUEBB;
- (b) your violation of any term of these Terms of Use;
- (c) a breach of your representations and warranties set forth above regarding Content;
- (d) your violation of any law or the rights of a third party (including, without limitation, any copyright, property or privacy right); or
- (e) any claim that any Content you submitted caused damage to a third party. This indemnification obligation will survive the termination of these Terms of Use and your use of the Sites and OUEBB.

11.2 To the maximum extent permitted by law, and subject to applicable consumer protection provisions, Alkas Realty Pte Ltd is not liable for claims arising from your use of products purchased or obtained from OUEBB ("Products"). This will not limit any claim you may have against the product manufacturer under consumer protection legislation.

11.3 Alkas Realty Pte Ltd will not be liable for any claim arising out of your incorrect or improper use of a Product, including use that does not comply with any Product instructions or that would be otherwise unexpected or unreasonable.

## **12. Applicable Law**

12.1 The laws of Singapore will govern these Terms of Use, without giving effect to any principles of conflicts of laws.

12.2 Our Address:  
Alkas Realty Pte Ltd  
c/o 50 Collyer Quay  
18<sup>th</sup> Floor  
OUE Bayfront  
Singapore 049321

### **13. Notification Procedure**

13.1 Alkas Realty Pte Ltd can be contacted for notice of claims of copyright infringement by emailing or writing to the below addresses:

contactbeautybar @oue.com.sg

or

Alkas Realty Pte Ltd  
c/o 50 Collyer Quay  
18<sup>th</sup> Floor  
OUE Bayfront  
Singapore 049321

### **14. General**

14.1 Any claim or dispute between you and Alkas Realty Pte Ltd that arises in whole or in part from the Sites or OUEBB shall be decided exclusively by a court of competent jurisdiction located in Singapore.

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Alkas Realty Pte Ltd's failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. It is the express wish of the parties that these terms of use and all related documents be drawn up in English. To the extent permitted by applicable laws, you and Alkas Realty Pte Ltd agree that any cause of action arising out of or related to the sites and OUEBB must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.