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WEBSITE TERMS OF USE FOR KLAUD9.COM

Website Terms & Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Clicksmart Consultancy Pte Ltd, a company incorporated and registered in Singapore with company registration number 201606979C whose registered office is at 51 Lim Ah Woo Road, #03-10 The Amarelle, Singapore 438129, trading as 'Klaud9' ("Klaud9") owns <http://www.klaud9.com> (the "Website").

1. TERMS OF USE

1.1 These Terms of Use (together with the documents referred to in it) set out the terms on which you may use our Website as a guest. Use of our Website includes accessing or browsing. If you wish to register as a customer of Klaud9 to gain full access to our Website and services, please read our [hyperlink to:] [Terms of Service and Privacy and Security Policy](#).

1.2 Please read these Terms of Use carefully before you start to use our Website, as these will apply to your use of our Website.

1.3 By using our Website, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our Website.

2. OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of our Website:

- Our Privacy and Security Policy (located at <http://www.klaud9/privacy.html>), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Website uses cookies. By using our Website, you consent to our use of cookies in accordance with the terms of our Privacy and Security Policy.

3. CHANGES TO THESE TERMS

3.1 We may revise these Terms of Use at any time by amending this page.

3.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

4. CHANGES TO OUR WEBSITE

4.1 We may update our Website from time to time, and may change the content at any time. However, please note that any of the content on our Website may be out of date at any given time, and we are under no obligation to update it.

4.2 We do not guarantee that our Website, or any content on it, will be free from errors or omissions.

5. ACCESSING OUR WEBSITE

5.1 Basic access to our Website is made available free of charge. If you register as a customer and gain full access to our Website and services, please note that you may be charged for doing so.

5.2 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

5.3 You are responsible for making all arrangements necessary for you to have access to our Website.

5.4 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

5.5 We may limit the availability of our Website or any service or product described on our Website to any person or geographic area at any time.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

6.2 You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us.

7. NO RELIANCE ON INFORMATION

7.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

7.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

8. LIMITATION OF OUR LIABILITY

- 8.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Singapore law.
- 8.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.
- 8.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our Website; or
 - use of or reliance on any content displayed on our Website.
- 8.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.
- 8.5 We assume no responsibility for the content of websites linked on our Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

9. VIRUSES

- 9.1 We do not guarantee that our Website will be secure or free from bugs or viruses.
- 9.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our Website. You should use your own virus protection software.
- 9.3 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

10. LINKING TO OUR WEBSITE

- 10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 10.2 You must not establish a link to our Website in any website that is not owned by you.
- 10.3 Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.
- 10.4 We reserve the right to withdraw linking permission without notice.
- 10.5 If you wish to make any use of content on our Website other than that set out above, please contact contactus@klaud9.com

11. THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

12. APPLICABLE LAW AND JURISDICTION

These Terms of Use are governed by Singapore law. You agree that the courts of Singapore will have non-exclusive jurisdiction.

13. CONTACT US

To contact us, please email contactus@klaud9.com