

## **TERMS & CONDITIONS**

These Terms and Conditions ("**Terms and Conditions**") govern your use as a user (the "**User**") of the website and all its webpages thereunder (excluding any third party content) (the "**Website**") which is managed by PT Omni eComm Expo ("**PT. Omni**"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions. If the User does not agree with any of the Terms and Conditions contained within, please discontinue using the Website.

### **Accessing the Website**

PT. Omni does not guarantee continuous accessibility or uninterrupted operation of the Website and shall not be held liable, if for any reason, any information is or becomes unavailable at any time or for any period. PT. Omni do not warrant or represent that any information transmitted via electronic mail or the Website to/from the User will be accurately received or is secure.

### **Variation**

PT. Omni reserves the right to withdraw or vary any of the Terms and Conditions of the Website and/or any part of or information contained in the Website without any prior notice.

### **Use and Reliance**

The use of the Website and the electronic transmission of any document or information to/from the User via the Website are entirely at the User's own risk. PT. Omni does not warrant the accuracy or completeness of the information or the reliability of any advice, opinion, statement and/or other information contained in the Website and any reliance thereof shall also be entirely at the User's own risk. The User should make his/her own checks, consult an appropriate professional for specific advice and/or rely on his/her own judgment.

### **Content of Third Party Websites**

PT. Omni is not responsible for, and do not necessarily endorse, the content of any third party websites which may be linked from the Website out of convenience.

### **Limitations of Use**

The User may not copy, display, distribute, modify, publish, reproduce, transmit and/or otherwise transfer any content obtained from the Website for any commercial purpose without PT. Omni's prior written consent.

The User may not use the Website for any unlawful purpose or in such manner as prohibited by the Terms and Conditions, particularly: (a) using the Website in any manner that could negatively affect the Website or the network connected thereto (including but not limited to damaging, impairing, interfering with or overburdening the Website (in whole or in part)); (b) gaining unauthorised access to the Website and the network connected thereto (including by way of hacking or password theft); and (c) obtaining any information which is not intended by PT. Omni to be made available via the Website at that time.

### **Disclaimer and Exclusion of Liability**

While PT. Omni endeavours to use reasonable efforts to ensure accuracy in the information presented on the Website, PT. Omni hereby disclaims all warranties and representations (express or implied), to the fullest extent permissible under the law, as to the accuracy, availability, completeness, timeliness, veracity and any other aspects of the information contained on the Website. PT. Omni assumes no responsibility for all the content on the Website which are provided on an "as is" and "as available" basis, and may contain inaccuracies and/or typographical errors. PT. Omni also does not warrant or represent that the Website will be free from any virus or other malicious, destructive or corrupting code, agent, program or macros.

PT. Omni and its affiliates hereby excludes their liability, to the fullest extent permissible under the law, for any direct, indirect, special or consequential damage or loss arising from any inability to access the Website, any use of the Website and/or any reliance on the information contained in the Website (including the Terms and Conditions) and any variation thereof, by the User.

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### **Indemnification**

The User agrees to indemnify, defend and hold harmless PT. Omni, its affiliates, directors, employees, agents, successors or assigns from any losses, claims, demands, liability, costs, expenses, actions or threat of action arising from or in connection with the User's breach the Terms and Conditions and/or in connection with the User's use of the Website unless PT. Omni is liable due to its own default, negligence or breach of any laws.

### **Governing Law**

The Terms and Conditions are governed by the laws of Singapore.