

WE VISUALS TERMS AND CONDITIONS OF USE

Effective date on 13th March 2022

Last updated on 13th March 2022



GENERAL TERMS AND CONDITIONS OF USE

This Terms and Conditions policy sets forth the terms and conditions that apply to your access and use of our website particularly in our WE-VISUALS section, https://www.wedevelopment.sg/we-visuals, below;

- ✓ General Use Policy
- ✓ Proprietary Rights
- ✓ Payment Policy
- ✓ Return Policy
- √ Feedback Policy
- ✓ Loss of Password Policy
- ✓ Termination
- ✓ Effect of Termination
- ✓ Indemnity
- ✓ Limitation of Liability
- ✓ Data Protection Act
- ✓ Subscription License(s)
- ✓ Application of Non-Fungible Token (NFT)

As used in this document:

"User"

("you" and "your") means an individual who (a) has visited our Website or contacted us through any means to find out more about any of our goods (digital content, digital product, print product, merchandise) or services (our forum, comment section) we provide, or (b) may, or has, entered into a contract with us for the supply of any products, memberships or services by us.

"Provider"

("WE Development", "WE Visuals", "wedevelopment.sg", "us", "our(s)", "we") means the owner of the website www.wedevelopment.sg



"Collaborator"

means an individual or an entity who (a) works with WE Development to provide content, products and services, or (b) uses WE Development's Website as a platform to market, advertise or showcase themselves without any form of monetary transactions.

"Client"

means an individual or an entity who (a) us, (b) you for an unpaid and/or paid monetary service.

"Website"

means any pages or links directly under the domain of www.wedevelopment.sg

"External Website"

means any pages or links that are not under the domain of www.wedevelopment.sq

"Proprietary Information"

means information that are protected by copyright, trademark and other forms of proprietary rights. All rights, title and interest should be owned by, licensed to, approved by third party to control by WE Development. Some examples include; content, pictures, infographics, videos, artwork but not limited to any form of strategies, tactics and trade secrets.

"Unique Information Provider"

means an individual (who we may have been interviewed, paid, hired, or on contractual and non-contractual basis) (a) we have contacted through any means to gather unique information, or (b) contacted us through any means to provide unique information; and

"Unique Information"

means any non-personal data, content, knowledge, insights whether true or not; and



"Personal Data"

means data, whether true or not, about the information provider who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access.

"Personal Data Protection Act"

is a law that governs the collection, use and disclosure of personal data by all private organisations. The Act has come into full effect on 2nd July 2014. Organisations which fail to comply with PDPA may be fined up to \$1 million and suffer reputation damage.

"Non-Fungible Token"

NFT stands for non-fungible token. It is used similar to other cryptocurrencies such as Bitcoin, Ethereum, and more. It's purpose is usually used to securely validate transactions of digital artwork. A process of minting is required to list the artwork into the blockchain to lock down the user as the owner of the artwork.

Description of Service

WE development's WE Visuals provides PowerPoint Templates that contains proprietary designs and illustrations owned by us. In the occasion when an copyright-free to use image from an external website was used, a reference link will be provided.

General Use Policy

- A1. By accessing and using any part of this Website, you unconditionally agree and accept to be legally bound by these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, please do not use this Website. In case of any violation of these Terms and Conditions of Use, WE Development reserves the right to seek all remedies available under the law and in equity for such violations. These Terms and Conditions of Use apply to all visits to this website, usage of digital content, digital products and services, both now and in the future.
- A2. You should not impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity including but not limited to brand, identity or religion when using our services.



- A3. You should not attempt to gain unauthorized access to disrupt any form of usage, computer systems and networks in WE Development by distributing viruses, unauthorized content, unauthorized tracking that could potentially corrupt, damage and/or interfere with the operation of WE Development's website.
- A4. All parts of the digital products are free to use in commercial and personal projects. You may not distribute, transmit, display, reproduce, publish, license, create derivative from, transfer and/or sell any information obtained from WE-Visuals.
- A5. You should not use WE Development's Website and its services not limited to usage of forum, comment section, interaction with our collaborators for illegal purposes.
- A6. You shall not use any content of WE Development's website and digital products for any purpose that are unlawful, threatening, libelous, defamatory, obscene, pornographic or other material that would violate any law.
- A7. All digital products and information on WE Development's site may be changed, updated or removed without notice. We may also make improvements and/or changes in the products and/or services and programmes described in this information at any time without notice.
- A8. As much as WE Development advocate and uphold the safest content on our site and in our digital products, links made to External Website are made at your own risk and we accept no liability for any linked sites. When you access an External Website, even one that might contain the WE Development logo, please understand that it is independent from us and we have no control over the content of that website. Further, a link to a non-WE Development website does not mean that WE Development endorses or accepts any responsibility for the content or the use of such website. Users must take their own precautions to ensure what is selected for use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.
- A9. As our Website may provide links to External Website, Users should review their respective privacy policies to learn more about, who, what, why and how they collect and use personally identifiable information. User should be responsible for personal safety.



- A10. Due to complexity of how information are constructed, there is a likelihood that certain descriptions of processes, businesses, industries and events not limited to locales, conversations, data and other means of relevant content may bear familiarity and resemblance, therefore should be treated as purely coincidental.
- A11. Any advices and recommendations proposed on our Website and digital products are only meant to assist in the decision making of the User and should be considered before execution. This is especially important in medical diagnosis and symptoms or any forms of activities where a living life is concerned. WE Development would connect proper channels to ensure our User can reach the third party professional when needed. However, not liable to any actions caused by this third party professional.
- A12. WE Development reserves the right to change the description and pricing of all digital products in the website without any given notice.
- A13. User should change personal password in the WE Development's website from time to time and to keep the username and password confidential and shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorized or not) of the Username and/or Password. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of the username and/or password has been compromised or if there has been any unauthorized use of the Username and/or Password or if your Personal Data requires updating.
- A14. Any forms of content that exist in the digital products of WE Development by a third party are credited and/or directed accordingly within this same document. If found non-compliance of this document, User is highly advised to contact us at welloten@wedevelopment.sg
- A15. Any forms of content in our forum that contains unlawful, threatening, libelous, defamatory, obscene, pornographic or other material that would violate any law should be reported to wellsten@wedevelopment.sg immediately.
- A16. Any person who is not contributor, partner, employee to our Website has no right to benefit under or entitlement to enforce any term in this document.



Proprietary Rights

- B1. The Proprietary Information located on this Website, as well as any software programs available on or through this website, are protected and should not be modified, copied, distributed, transmitted, displayed, reproduced, published, licensed, created derivative from, transferred and/or sold to without authorized consent from WE Development.
- B2. WE Development works with our WE-Visual's artists to craft and product the best user experiences. We do our best to protect and uphold these proprietary rights, so to protect the effort and originality of our artists and WE Visuals.
- B3. If caught violating the Proprietary Rights under this section, WE Development may hold the offender responsible by law. WE Development may agree otherwise based on case by case basis due to complexities with our Client.
- B4. User should contact WE Development if Proprietary Information are released outside of our Website by emailing at welisten@wedevelopment.sg
- B5. On occasion where WE Development has used your Proprietary Information without consent, you may contact us at wedevelopment.sg. Please kindly note that we may take up to (15) business days to process and reply with a decision. Reason being that we have to make clarity with our Client and Unique Information Provider who has sponsored us with the relevant information.



Payment Policy

- C1. Payment may be made directly via Merchants stipulated by our payment platform https://stripe.com/docs/payments/cards/supported-card-brands and Ali-Pay.
- C2. All payments are secured by HTTPS / TLS encryption where TLS (Transport Layer Security) is a standard security technology for establishing encrypted connection between web server and browser. Such standard is used by millions of websites for protecting online transactions. Moreover, WE Development only works with secured payment gateways so to offer you the highest level of security.
- C3. When making payment, customer should only be directed from WE Development's official website. Customer should be cautious of the domain ensuring payment gateway directs from www.wedevelopment.sg domain.
- C4. For customer who pays but did not receive the product somehow, kindly contact us at welisten@wedevelopment.sg
- C5. Products purchased will exist in the User's account with its product name, version number and document number. Purchased product can be downloaded whenever required from the account page.
- C6. All delivered products will be tracked and reported to you for accountability on both ends; you and WE Development. Any damage and errors in delivery will be handled on a case by case basis.



Return Policy

- D1. All products sold are considered sold. This means the moment when payment is made on a certain product on www.wedevelopment.sg, the product is consider sold.
- D2. Customer is highly advised to check their cart before purchase. Similar notice is written on individual product site to minimize risk of wrong purchase.
- D3. For wrong purchases, we may provide customer up to 50% promo code so they can purchase the product of their interest. This is subjective based on value of product.
- D4. For purchases outside www.wedevelopment.sg, we will not provide return even if the logo of WE Development is in the product and/or created by any individual directly under WE Development.



Feedback Policy

- E1. WE Development is consistently hearing for advice and feedback to improve the quality in all our products. Do not hesitate to email us at wellowedevelopment.sg. Our reply may take up to (5) working days. If you do not receive reply after which, please kindly email us again.
- E2. All products only aimed to assist our customers in making better decisions. We will not be responsible for any losses due to mismanagement and improper execution. User should consider before executions.
- E3. Banned accounts that has products inside shall not be released to customer.
- E4. We will not reply to any emails that we considered as; spams, automated email spams, emails that contains vulgar, obscene, threatening or any other forms of offensive feedbacks. We may report such emails to the Singapore Police Force (SPF) if it deemed potentially dangerous to any individual or entity. For example, threatening to kill someone, burning of property, act of terrorism, and any other forms of dangerous act. If reported to SPF, your Personal Data will also be revealed and is permitted under "PDPA".

Loss of Password Policy

F1. WE Development has an automated secured system to assist you in resetting password.



- F2. We are unable to assist with password retrieval if you registered the wrong contact and verification details.
- F3. User is highly advised not to share account and password, we will strictly not release any of the account when they are banned.
- F4. You may send us request regarding loss of password and will be subjected to our Feedback Policy.

Termination

- G1. User's account that spams, create rude, vulgar, fake, misleading and negative comments notwithstanding to false insult, racism and criticism shall be banned after 3 repeated attempts while related comments will be deleted. WE Development reserves the right and may ban an account in the first attempt.
- G2. Uploading of part or whole of our digital product to WE Development's forum or any third party's website is strictly prohibited. If found, forum thread will be removed from our Website and account will be banned after 3 repeated attempts.

Effect of Termination

- H1. Upon violation of any terms set out above;
 - a. your account will be cancelled and closed; and
 - b. we may restrict your freedom to access our Website.

Indemnity



I1. You, (the 'user') hereby indemnify us, (WE Development) against any loss or damages arising from your violation of any term or clause within this document.

Limitation of Liability

- J1. WE Development and its Client of this Website shall accept no responsibility for and exclude all liability in connection with browsing this site, use of information on this site, purchasing and downloading any material from it including but not limited to any liability for errors, inaccuracies, omissions or misleading or defamatory statements. WE Development will not be responsible for any cause of injuries and death. However, we shall execute proper processes to uphold and deliver the rightful value to our Users.
- J2. Whilst we hope you find the contents of this Website interesting and informative; the content are for reference only. We believe the content to be true and accurate as at the date of publication but can give no assurances or warranty regarding the accuracy, currency or applicability of any of the contents in relation to specific situations and particular circumstances. As such, the contents should not be relied upon and professional advice should be taken in specific cases. In addition, none of the content of this website will form any part of any contract between us or constitutes an offer by us.

Data Protection Act

- K1. We seek to uphold data protection of our users, clients, unique information providers and our employees.
- K2. For notice on our Data Protection Act, please visit https://www.wedevelopment.sg/terms-of-use

Subscription License(s)

L1. When you subscribe to our license(s), you will be bounded by the terms in this document.



- L2. Our license(s) allows users to access our WE-Visuals section until WE Development decides to remove this section completely due to extreme reasons such as ending of business, server failure, data wiped out and other case(s). No refunds will be given.
- L3. We will not provide refunds or any form of compensations if we have server issues, data wiped out due to system hack and other unforeseen circumstances.
- L4. The price of our permanent license(s) will be changed without notice and you will not be affected by the change.
- L5. The price of our subscription license(s) such as weekly, monthly, yearly and other intervals will be changed with a given notice of 28 working days

Application of Non-Fungible Token (NFT)

- M1. You must not take any single illustration/artwork/image and list it as your NFT(s).
- M2. You may however, combine a few illustrations/artwork/images to create customised NFT(s).
- M3. We do not hold any responsibility if other users duplicate or copied your design.
- M4. When using our illustrations/artwork/images for NFT listing, you must follow the terms and conditions stipulated by the platform(s) you are using. We do not hold any responsibilities in advising you about other platform(s) besides ours.



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