



Terms of Use

Last updated 23 March 2022





FLOENERGY.SG

Flo Energy
Singapore Pte. Ltd.

UEN/GST Reg No
202006009E

Retail License
EMA/RE/041

270 Middle Road
#02-01
Singapore 069881

+65 6223 1000
hello@floenergy.sg
www.floenergy.sg

Operating Hours:
Mon–Fri: 9am–5:30pm
Closed on Sat, Sun & PH

Terms of Use

Please read these Terms of Use carefully. They govern your access and use of our website and customer portal and associated sites such as our social media including but not limited to Facebook, LinkedIn, Instagram (the "**Website**") and any of the services on the Website (the "**Services**") your relationship with Flo Energy Singapore Pte Ltd ("**we**" or "**us**"), in connection with the operation of the Website and Services.

Your access and/or use of our Website and any of our Services is also subjected to our Cookie Policy and Personal Data and Privacy Policy (collectively "**Privacy Policy**"). You can view them on our Website: (<https://floenergy.sg/business/policies>).

By continuing to use our Website or any of the Services, you agree to be legally bound by these Terms of Use ("**Agreement**" as provided in Clause 1) and also consent to our collection of your Personal Information. If you do not agree, please leave the Website and/or discontinue use of any of our Services.

1. Agreement

1.1 You hereby represent and warrant that:

- 1.1.1 you understand that the use of the Website and any of our Services shall be subject to such other specific terms as may be prescribed by us in respect of the use of the Website and any such Services, and such other guidelines, notices, operating rules, policies and instructions as may be prescribed by us and published on the Website from time to time;
- 1.1.2 you have read, agreed and consented to this Agreement, including these Website and Services terms and the terms of our Privacy Policy as amended from time to time, and the terms of the Privacy Policy are incorporated into this Agreement by reference;
- 1.1.3 you are of legal age (i.e. in Singapore, at least 18 years old) and have the necessary legal capacity, right, power and authority to agree to this Agreement either in your own personal capacity or on authorized to operate behalf of a corporate entity;
- 1.1.4 you are authorized to bind the entity (yourself or your corporate entity) on whose behalf you are contracting and such entity agrees to be bound by this Agreement;
- 1.1.5 all of the information provided by you to us (including without limitation personal particulars and contact information) is accurate and complete. If in connection with your use of the Website and/or Services, you provide the Personal Data of any third parties, you further warrant and represent that these third parties have also consented to the terms of the Privacy Policy, and to the collection, use and disclosure of their Personal Data in accordance with the aforesaid;
- 1.1.6 you understand that at no point in time, shall we be held liable or responsible for any losses suffered by you arising out of or in connection with the use of our Website or any of our Services; and
- 1.1.7 you agree that we are entitled to close or suspend any user account registered by you without any liability to you, if you are found to be in breach of these terms or any of the obligations under this Agreement.

1.2 We may at any time, and without giving any reason or notice, upgrade, modify, suspend, discontinue or remove whole or any portion of the Website and/or any or all portions of our Services and shall not be liable if any such upgrade, modification, suspension, discontinuation or removal hinders your access to and/or use of the Website or any of our Services. We may also interrupt Services or access to the Website to allow for maintenance or upgrades or impose limits on certain features or restrict your access to parts or the entire Website or Services without notice or liability.

1.3 We reserve the right to, from time to time vary, replace, delete, supplement or amend this Agreement by posting the amended Agreement at the Website. Any use of the Website and/or Services after the amendment of this Agreement will be deemed to be acceptance of the amended Agreement by you and be bound by these amended terms. If you do not agree



FLOENERGY.SG

Flo Energy
Singapore Pte. Ltd.

UEN/GST Reg No
202006009E
Retail License
EMA/RE/041

270 Middle Road
#02-01
Singapore 069881

+65 6223 1000
hello@floenergy.sg
www.floenergy.sg

Operating Hours:
Mon–Fri: 9am–5:30pm
Closed on Sat, Sun & PH

to the amended Agreement, you have the right to close your user account and/or cease using the Website and/or Services.

- 1.4 you agree that discontinuation of access, user account or subscription to the Services would result in full or partial termination of our Services to you and may result in contract termination in some cases, without any liability to you.

2. User Account Management

- 2.1 The availability or accessibility of some Services in the Flo Customer/Member sections may require the registration of a user account with us and the submission of personal data.
- 2.2 As a customer/member, you will receive an automated email from us to register an account with us. You agree to keep the details of your username and password confidential. You shall be solely responsible for the security of your user account, and shall be solely liable for any disclosure or use (whether authorized or not) of any details of your user account (including the username and/or password for such user account). This is important, as we deem any access and traffic to our Website or any of our Services, which is referable or traceable to your username and password to imply: (a) access to and/or use of the Website and/or such Services by you; (b) access traceable to your account credentials via human or automated means; or (c) instructions, information, data or communications posted, transmitted and validly issued by you. You shall notify us immediately if you have reason to believe that the account has been compromised, or if such account credentials have been used without prior authorization. On this basis, you agree that we are entitled, but not obliged, to act upon and hold you responsible and liable for any such action, as if it was carried out or transmitted by you. You also agree to indemnify us entirely against any and all losses attributable to any access to and/or use of the Website and/or the Services referable or traceable to your account credentials.
- 2.3 If we have reason to believe that there is likely to be a breach of security or misuse of the user account, we may require you to change your username or password, or we may suspend your user account without prior notice. We shall not be held liable or responsible for any losses suffered by you arising out of or in connection with such the use or suspension, closure, prohibition, restriction or invalidation.

3. Permissions and Restrictions

- 3.1 You may access and use the Website and Services as made available to you, as long as you comply with this Agreement and the applicable law.
- 3.2 The following restrictions apply to your use of the Website and/or any of our Services. You are not allowed to:
 - 3.2.1 impersonate any person or party or falsely declare, distort or misrepresent your affiliation with any person or party;
 - 3.2.2 use a false email address, act as a person who is not yourself or otherwise deceive or misinform us or third parties;
 - 3.2.3 use, transmit or disseminate any material that encourages (or the act itself by you) unlawful or disrespectful conduct or that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or codes of practice, including the Electricity Act, Code of Practice, etc;
 - 3.2.4 promote or transmit, or use any software material which contains or may promote or transmit, a virus or other malevolent and technologically damaging code or data;
 - 3.2.5 infringe upon any other person's proprietary rights (including without limitation making, transmitting or storing electronic copies of materials protected by intellectual property rights without the permission of the owner);
 - 3.2.6 send or promote any unauthorized material for advertising purposes or otherwise;
 - 3.2.7 attempt to gain unauthorized access to or otherwise interfere with the performance, operation or functionality of any computer facilities of and/or accessed through the Website; or



FLOENERGY.SG

Flo Energy
Singapore Pte. Ltd.

UEN/GST Reg No
202006009E

Retail License
EMA/RE/041

270 Middle Road
#02-01
Singapore 069881

+65 6223 1000
hello@floenergy.sg
www.floenergy.sg

Operating Hours:
Mon–Fri: 9am–5:30pm
Closed on Sat, Sun & PH

- 3.2.8 interfere with another person's experience of the Website or any of our Services; or use the Website other than in conformance with the acceptable use policies of any connected computer networks and any applicable Internet standards.
- 3.3 We reserve the right, but have no obligation, to:
 - 3.3.1 check, vet and/or control any activity, content or information occurring on or through the Website and any of our Services;
 - 3.3.2 investigate any infringement upon these terms herein stated and take any appropriate action thereafter;
 - 3.3.3 report any suspicious activity concerning the possible transgression of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities;

4. Intellectual Property and Infringements

- 4.1 The copyright, patents, trade marks, service marks, logos, registered designs and all intellectual property rights in the Website and Services, and all our content (the "**Trade Marks**"), shall vest in and remain with us or relevant third parties and licensors.
- 4.2 You shall not use, modify, translate, reverse engineer, decompile, disassemble or create derivative works founded upon any software or documentation provided by us or our licensors, any of the Trade Marks (whether in its original or manipulated form), without the prior written consent from us. Nothing on the Website and Services should be construed as granting any licence or right to use any Trade Marks, without the prior written permission of us or any other applicable trade mark owner.
- 4.3 We reserve the right to investigate infringements of Trade Marks and other intellectual property ("Infringement") in respect of material on the Website ("Infringing Material") and will take appropriate action. We will write to you if we have reason to believe there has been an infringement.
- 4.4 Without prejudice to Clause 13.2 (Miscellaneous Clauses), if you are a content provider, and believe that your work has been used or copied in a way that constitutes Infringement, please notify us in writing immediately in the form and containing the information prescribed by the Singapore Copyright Act (Cap. 63) ("Infringement Notice").
- 4.5 All Infringement Notices shall be sent to us in email to: hello@floenergy.sg with the subject header "[Legal Matter: Infringement Notice]".
- 4.6 We will duly consider all Infringement Notices submitted in the above manner. In return, you agree that you shall not take any legal action or exercise any legal remedy you may have against us in respect of any Infringing Material, unless you have first given us the Infringement Notice and sufficient opportunity for us to act to mediate with you or to altogether remove the Infringing Material, within a reasonable period. Where we have responded to you or acted to remove the Infringing Material indicated in your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against us under applicable law which you may have in respect of any Infringing Material appearing on the Website prior to such action by us. You acknowledge and agree that we have no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on any links or other third party websites that may be placed on our Website and/or Services for your convenience.

5. Hyperlinks, Advertising

- 5.1 You may only create a link to our Website homepage. It must be legally done and does not adversely affect us in any way. You must not establish a link in a misleading way as to suggest a form of agency, partnership or association, approval or endorsement on our part where none exists. We reserve the right to withdraw any linking permission by giving notice without specifying any reason.
- 5.2 For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties, and which are not under our control. You agree that we are not responsible for your access to or use of such linked websites or content is entirely at your own risk. This also applied to sponsored content and



FLOENERGY.SG

Flo Energy
Singapore Pte. Ltd.

UEN/GST Reg No
202006009E

Retail License
EMA/RE/041

270 Middle Road
#02-01
Singapore 069881

+65 6223 1000
hello@floenergy.sg
www.floenergy.sg

Operating Hours:
Mon-Fri: 9am-5:30pm
Closed on Sat, Sun & PH

advertisements on the Website and/or Services. While we will ensure that such material on our Website and Services will be vetted and factual, it is the advertisers and sponsors responsibility for such material, while complying with relevant laws and codes.

6. Limitation of Liability

- 6.1 The material and information displayed on the Website is provided on an "as is" and "as available" basis without any guarantees, conditions or warranties as to its completeness, errors or omissions of any kind or accuracy. We do not provide representations or warranties of any kind, implied, express or statutory, including but not limited to, the warranties of non-infringement of third-party rights, title, or relevance.
- 6.2 In no event shall we be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through your access to, the use of, or the inability to use, the Website or Services or any of the links to other third party sites that may be present on our Website or Services. In the event that we are liable for damages despite the foregoing provision, you agree that our total aggregate liability to you for any, and all causes of action in relation to the Website, Services, and the Agreement, shall not exceed in aggregate of S\$50.00.
- 6.3 Under no circumstances, including, but not limited to, negligence, shall we be liable for any indirect, special, consequential, loss of profits, loss of business or incidental damages suffered by any party or that result from this Agreement, the use of, or the inability to use, the Website, Services, or any other linked websites, even if we have been advised of, or should have foreseen, the possibility of such damages.
- 6.4 To the maximum extent permitted by applicable law, we disclaim all liability for any direct, incidental or consequential damage or loss suffered by you that may result from the collection, use or disclosure of your Personal Data, including but not limited to any loss of, or any inability to retrieve, any Personal Data, howsoever caused, or any inaccuracy in the Personal Data presented, used or transmitted.

7. Indemnity

- 7.1 You agree to indemnify us, our related corporations, our and our related corporations' directors, officers, employees and agents (collectively, our "Personnel"), and hold us and our Personnel harmless, from and against any and all claims, demands, actions, suits proceedings, damages, obligations, losses, liabilities, costs, penalties or expenses (including, but not limited to, legal fees incurred by us on a full indemnity basis) of whatsoever nature which may be suffered or incurred by us as a result of or in connection with (a) your connection, access or use of our Website or Services and any links to third party websites; (b) any breach by you or us of this Agreement or such other terms as may be issued from time to time in respect of your access or use of our Website or Services (including, but not limited to, the Privacy Policy); (c) your infringement of any third party right (including any intellectual property, property, or privacy right); and your breach of any statutory requirement, duty or law.
- 7.2 You acknowledge and agree that any Personnel shall be entitled to rely on and enforce the indemnity in Clause 7.1 as if such Personnel were a party to this Agreement.

8. Assignment

- 8.1 You may not assign this Agreement or any of its rights or obligations under these Agreement to any party.
- 8.2 We may by notice in writing posted on the Website and/or Services (the "Notification"), transfer and/or novate all of our rights, interests, obligations and liabilities relating to or in connection with this Agreement, the Website and/or Services to a third party ("Transferee"), and you shall not withhold your consent thereto. For the avoidance of doubt, you hereby consent to (a) the assignment of all our rights relating to or in connection with this Agreement, the Website and/or Services to the Transferee, (b) the assumption by the Transferee of all our liabilities relating to or in connection with this Agreement, the Website and/or Services, (c) the release of all our obligations relating to or in connection with this Agreement, the Website and/or Services, and (d) the Transferee taking our place as if it were



FLOENERGY.SG

Flo Energy
Singapore Pte. Ltd.

UEN/GST Reg No
202006009E

Retail License
EMA/RE/041

270 Middle Road
#02-01
Singapore 069881

+65 6223 1000
hello@floenergy.sg
www.floenergy.sg

Operating Hours:
Mon–Fri: 9am–5:30pm
Closed on Sat, Sun & PH

named in all documents relating to or in connection with this Agreement, the Website and/or Services as a party thereto in place of us, in each case with effect from such effective date as may be informed to you in the Notification.

9. Cumulative Rights and Remedies

- 9.1 Unless otherwise provided in this Agreement, the provisions of these clauses and our rights and remedies stated herein are cumulative and are without prejudice and in addition to any rights or remedies we may have at law or in equity, and no exercise by us of any one right or remedy, or at law or in equity, shall (save to the extent, if any, expressly provided for in this Agreement or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.
- 9.2 For avoidance of doubt, no failure on our part to exercise, and no delay on our part in exercising, any one right or remedy, will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy available to us.

10. Third Party Rights

- 10.1 Save for exclusions provided in this Agreement, a person who is not a party to this Agreement is not entitled to enforce any of the terms stated herein, pursuant to the Contracts (Rights of Third Parties) Act 2001.

11. Severability

- 11.1 In the event any of the terms or conditions in this Agreement shall be, or at any time shall become, invalid, illegal or unenforceable in any respect, or if any court of competent jurisdiction in a final decision so determines, such invalidity, illegality or unenforceability shall not in any way affect or impair any other terms and conditions in this Agreement, but it shall be construed that this Agreement continues to be in force save for such provisions deemed to be deleted.

12. Dispute Resolution and Applicable Law

- 12.1 While we will use reasonable endeavors to resolve any dispute with you amicably, should they remain unresolvable, then any such outstanding dispute arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration in Singapore. Please refer to our Standard Feedback & Dispute Resolution Policy on our website at <https://floenergy.sg/business/policies>
- 12.2 This Agreement shall be subject to and governed by the laws of Singapore.

13. Miscellaneous Terms

- 13.1 You represent that all information submitted via the Website is done in good faith, accurate, complete, up-to-date and not misleading.
- 13.2 By submitting material to the Website and/or while using the Services, you hereby consent to our right to use the information for appropriate purposes. We may use it to serve you or as the case maybe, grant us a non-exclusive license to use, reproduce, modify, publish, display, transmit, adapt and create derivative works from such material and/or to incorporate it in other works in any form, media or technology now known or later developed. Further, by posting comments or reviews to the Website, you agree to grant us the right to use the submitted name, or the username, referable to said review, comment or other content.
- 13.3 You acknowledge that material you submit might appear on the website. However, we are under no obligation to publish any material submitted by you, and, in good faith, may edit or remove any previously submitted materials from the Website at any time.



FLOENERGY.SG

**Flo Energy
Singapore Pte. Ltd.**

UEN/GST Reg No
202006009E
Retail License
EMA/RE/041

270 Middle Road
#02-01
Singapore 069881

+65 6223 1000
hello@floenergy.sg
www.floenergy.sg

Operating Hours:
Mon–Fri: 9am–5:30pm
Closed on Sat, Sun & PH

14. Notices

- 14.1 All notices or other communications given to you will be deemed received by you:
- 14.1.1 if sent by email, at the time the email was sent by us;
 - 14.1.2 If sent via any print or electronic media that we select, on the date of publication or broadcast; or
 - 14.1.3 if sent by post, or left at your last known address, on the day after such posting or on the day it was left at your last known address.
- 14.2 You may only submit your responses or queries, in writing to our designated address or email address or any such designated web forms on our Website. As a principle, we do not entertain frivolous communications and shall be entitled not to respond to all customer notices.