

# **TERMS AND CONDITIONS**

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The information, material, functions and content provided in this Site may be changed from time to time with or without notice at Saxon Renewables absolute discretion. Your continued access or use of the website and/or the services provided herein subsequent to any such change will be deemed as your acceptance to those changes.

This Site may be used by you in an individual capacity or as a representative of a business entity. This Site is available only to individuals of the age of majority who can form legally binding contracts under applicable law and your use of this Site is your representation that you satisfy this requirement.

You are solely responsible for maintaining the confidentiality of your password/passphrase and account. Furthermore, you are solely responsible for any and all activities that occur under or in connection with your account or which result from access to or use of the Site using your password/passphrase or account.

Each user is solely responsible for his or her transmissions.

## **Disclaimer**

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Saxon Renewables does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currentness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the website, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and services of Saxon Renewables, reasonable measures will be taken by Saxon Renewables to ensure the accuracy and validity of all information relating to transactions and products of Saxon Renewables which originate exclusively from Saxon Renewables.

Further Saxon Renewables does not warrant or represent that access to the whole or part(s) of this website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that the site will meet your requirements or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

The materials, information and functions provided in this website shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

You shall be responsible to evaluate the quality, adequacy, completeness, currentness and usefulness of all services, content, advice, opinions and other information obtained or accessible through the website; further you should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.

## **Limitation on Liability**

To the maximum extent permitted by law, in no event shall Saxon Renewables be liable to you or any third-party for any lost profits, loss of data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms and conditions or your use of, or incapability to use the site. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

## **Access to the Site**

The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

Saxon Renewables reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that Saxon Renewables will not be held liable to you or any third-party for

any change, interruption, or termination of the Site or any part. You agree that Saxon Renewables will have no obligation to provide you with any support in connection with the Site.

## **Third-Party Links & Ads; Other Users**

**Third-Party Links & Ads.** The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads from or to websites outside this website are meant for convenience only and are owned and operated by third parties and as such are not under the control of Saxon Renewables. Therefore, Saxon Renewables shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. Furthermore, the links provided in this website shall not be considered reviewed, approved, monitored, endorsed, warranted, or represented by Saxon Renewables. Linking to any other site is at your sole risk and Saxon Renewables will not be responsible or liable for any damages in connection with linking. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to this website.

**Other Users.** Each Site user is solely responsible for any and all of its own User Content. Saxon Renewables do not control User Content. You acknowledge and agree that Saxon Renewables are not responsible for any User Content, whether provided by you or by others. You agree that Saxon Renewables will not be responsible for any loss or damage incurred as the result of any such interactions. You hereby release and forever discharge Saxon Renewables, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to this Site.

## **Term and Termination.**

Saxon Renewables may suspend or terminate your rights to use/access to this Site at any time for any reason at Saxon Renewables sole discretion, in particular, and without limitation, Saxon Renewables may terminate and/or suspend your access should you violate any of these terms and conditions, or violate the rights of Saxon Renewables, of any other user, or of any third party. Upon termination of your rights under these Terms, your Account and right to access and use this Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Saxon Renewables will not have any liability whatsoever to you for any termination of your rights under these Terms.

## **Copyright Policy.**

Saxon Renewables respects the intellectual property of others and requests that users of this Site do the same. Saxon Renewables have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of this Site who are repeated infringers of intellectual property rights, including copyrights.

## **Copyright**

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## **Indemnity**

You hereby irrevocably agree to indemnify, defend, hold harmless and keep indemnified Saxon Renewables its officers, directors, employees, agents, licensors, suppliers and any third party information providers from and against all liabilities, claims, losses, expenses, damages and costs including any legal fees that may be incurred by Saxon Renewables in connection with or arising from (1) your use or misuse of this website and the services provided herein including but not limited to negligent and/or wrongful conduct, or (2) your breach of these terms and conditions howsoever occasioned, or (3) any intellectual property right or proprietary right infringement claim made by a third party against Saxon Renewables in connection with your use of this website.

## **General**

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on the Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided to us is not valid our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.

Any changes to these Terms will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on this Site. These changes will be effective immediately for new users of this Site. Continued use of this Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

## **Laws and Jurisdiction**

Please read this Arbitration Agreement carefully. It is part of your contract with Saxon Renewables and affects your rights. It contains procedures for Dispute Resolution.

**Applicability of Arbitration Agreement.** All claims and disputes in connection with the Terms or the use of any product or service provided by Saxon Renewables that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Saxon Renewables, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

**Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Saxon Renewables should be sent to: 10 Anson Road, Floor Level 5, International Plaza, Singapore 079903. After the Notice is received, you and Saxon Renewables may attempt to resolve the claim or dispute informally. If you and Saxon Renewables do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award to which either party is entitled.

**Arbitration Rules.** Arbitration shall be initiated through the Singapore International Arbitration Centre (SIAC), an established alternative dispute resolution provider that offers arbitration as set forth in this section. The arbitration shall be conducted by a single, neutral arbitrator.

**Time Limits.** If you or Saxon Renewables pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations and within any deadline imposed under the SIAC Rules for the pertinent claim.

**Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities of you and Saxon Renewables, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the SIAC Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Saxon Renewables.

**Confidentiality.** All aspects of the arbitration proceeding shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

**Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Saxon Renewables.

**Small Claims Court.** Nonetheless the foregoing, either you or Saxon Renewables may bring an individual action in small claims court.

## **MISCELLANEOUS**

The communications between you Saxon Renewables use electronic means, whether you use the Site or send us emails, or whether Saxon Renewables posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Saxon Renewables in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Saxon Renewables provides to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship with Saxon Renewables is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Saxon Renewables prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Saxon Renewables may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

## **Privacy**

Please read our Privacy Policy.

*Any rights not expressly granted herein are reserved.*

## **Contact Information**

Address: 10 Anson Road, Floor Level 5, International Plaza, Singapore

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