

## Terms of Service

### 1. INTRODUCTION

1.1 Welcome to the Orange Shop platform (the "Site"). Please read the following Terms of Service carefully before using this Site or opening a Orange Shop account ("Account") so that you are aware of your legal rights and obligations with respect to Orange Shop and its affiliates and subsidiaries (individually and collectively, "Orange Shop", "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by Orange Shop client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by Orange Shop.

1.2 The Services include an online platform service that provides a place and opportunity for the sale of goods between the buyer ("Buyer") and the seller ("Seller") (collectively "you", "Users" or "Parties"). Orange Shop will pre-screen Users or the Content or information provided by Users. Orange Shop reserves the right to remove any Content or information posted by you on the Site in accordance to Section 6.4 herein.

1.3 Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

1.4 Orange Shop reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. Orange Shop may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. Orange Shop may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.5 Orange Shop reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

BY USING ORANGE SHOP SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO OPEN AN ACCOUNT AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

## 2. PRIVACY

2.1 Your privacy is very important to us at Orange Shop. To better protect your rights we have provided the Orange Shop [Privacy Policy](#) to explain our privacy practices in detail. Please review the Privacy Policy to understand how Orange Shop collects and uses the information associated with your Account and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you:

- (i) consent to Orange Shop's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy;
- (ii) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and Orange Shop; and
- (iii) shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without Orange Shop's prior written consent.

2.2 Users in possession of another User's personal data through the use of the Services (the "Receiving Party") hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

## 3. SOFTWARE

Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. Orange Shop reserves all rights to the software not expressly granted by Orange Shop's hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by Orange Shop.

## 4. ACCOUNTS AND SECURITY

4.1 Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. If you select a User ID that Orange Shop, in its sole discretion, finds offensive or inappropriate, Orange Shop has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. Orange Shop has not reviewed, and assumes no responsibility for any third party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.

4.2 You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify Orange Shop of any unauthorised use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. Orange Shop will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.

4.3 You agree that Orange Shop may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the Site any Content associated with your Account and User ID, withdraw any subsidies offered to you, cancel any transactions associated with your Account and User ID, temporarily withhold any sale proceeds or refunds, and/or take any other actions that Orange Shop deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour (d) having multiple user accounts, (e) buying products on the Site for the purpose of commercial re-sale, (f) abnormal or excessive purchasing of products from the same Seller or related group of Sellers, (g) voucher abuse (including, but not limited to, selling of vouchers to third parties and abnormal or excessive use of vouchers on the Site), or (h) behaviour that is harmful to other Users, third parties, or the business interests of Orange Shop. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, Orange Shop may terminate your Account immediately with or without notice.

4.4 Users may terminate their Account if they notify Orange Shop in writing (including via email at oshop\_support@orangeroom.asia) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and Users must contact Orange Shop after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. Orange Shop shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by Shopee.

4.5 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

## **5. TERM OF USE**

5.1 The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, Orange Shop may effect such termination with or without notice to you.

5.2 You agree not to:

(a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) violate any laws, including without limitation any laws and regulation in relation to export and import restrictions, third party rights or our Prohibited and Restricted Items policy;

(c) upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way;

(d) use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;

(e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

- (f) remove any proprietary notices from the Site;
- (g) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of Shopee;
- (h) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- (i) use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- (j) open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- (k) access the Orange Shop platform, open a user account, or otherwise access your user account using an emulator, simulator, bot or other similar hardware or software;
- (l) manipulate the price of any item or interfere with other User's listings;
- (m) take any action that may undermine the feedback or ratings systems;
- (n) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by Orange Shop with respect to the Services and/or data transmitted, processed or stored by Shopee;
- (o) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- (p) upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (q) upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (r) upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;
- (s) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;
- (t) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;
- (u) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- (v) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;

(w) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;

(x) use the Services in violation of or to circumvent any sanctions or embargo administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or Her Majesty's Treasury;

(y) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;

(z) infringe the rights of Orange Shop, including any intellectual property rights and any passing off of the same thereof;

(aa) use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above; and/or

(bb) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.

5.3 You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not Orange Shop, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site. You understand that by using the Site, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. To the maximum extent permitted by applicable law, under no circumstances will Orange Shop be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the Site.

5.4 You acknowledge that Orange Shop and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Site. Without limiting the foregoing, Orange Shop and its designees shall have the right to remove any Content (i) that violates these Terms of Service; (ii) if we receive a complaint from another User; (iii) if we receive a notice of intellectual property infringement or other legal instruction for removal; or (iv) if such Content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by Orange Shop or submitted to Orange Shop, including, without limitation, information in Orange Shop Forums and in all other parts of the Site.

5.5 You acknowledge, consent to and agree that Orange Shop may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over Orange Shop or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Orange Shop, its Users and/or the public.



## **6. VIOLATION OF OUR TERMS OF SERVICE**

6.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

- Listing deletion
- Limits placed on Account privileges
- Account suspension and subsequent termination
- Criminal charges
- Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

6.2 If you believe a User on our Site is violating these Terms of Service, please contact [enquiry@orangeroom.com.sg](mailto:enquiry@orangeroom.com.sg)

## **7. REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT**

7.1 The Users are independent individuals or businesses and they are not associated with Orange Shop in any way. Orange Shop is neither the agent nor representative of the Users and does not hold and/or own any of the merchandises listed on the Site.

7.2 If you are an intellectual property right owner ("IPR Owner") or an agent duly authorised by an IPR Owner ("IPR Agent") and you believe that your right or your principal's right has been infringed, please notify us in writing by email to [enquiry@orangeroom.com.sg](mailto:enquiry@orangeroom.com.sg) and provide us the documents requested below to support your claim. Do allow us time to process the information provided. Orange Shop will respond to your complaint as soon as practicable.

7.3 Complaints under this Section 8 must be provided in the form prescribed by Orange Shop, which may be updated from time to time, and must include at least the following: (a) a physical or electronic signature of an IPR Owner or IPR Agent (collectively, "Informant"); (b) a description of the type and nature of intellectual property right that is allegedly infringed and proof of rights; (c) details of the listing which contains the alleged infringement; (d) sufficient information to allow Orange Shop to contact the Informant, such as Informant's physical address, telephone number and e-mail address; (e) a statement by Informant that the complaint is filed on good faith belief and that the use of the intellectual property as identified by the Informant is not authorised by the IPR Owner or the law; (f) a statement by the Informant that the information in the notification is accurate, indemnify us for any damages we may suffer as a result of the information provided by and that the Informant has the appropriate right or is authorised to act on IPR Owner's behalf to the complaint.

## **8. PURCHASE AND PAYMENT**

8.1 Orange Shop supports one or more of the following payment methods in each country it operates in:

### **(i) Credit Card**

Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in.

### **(ii) PayPal Accounts**

Buyers must have a valid PayPal account with enough credits required for purchase using PayPal. If insufficient credits is available, a valid credit card must be used to top of the difference.

8.2 Buyer may only change their preferred mode of payment for their purchase prior to making payment.

8.3 Orange Shop takes no responsibility and assume no liability for any loss or damages to Buyer arising from shipping information and/or payment information entered by Buyer or wrong remittance by Buyer in connection with the payment for the items purchased. We reserve the right to check whether Buyer is duly authorised to use certain payment method, and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

## **9. DELIVERY**

9.1 Orange Shop will inform Seller when Orange Shop receives Buyer's Purchase Monies. Unless otherwise agreed with Orange Shop, Seller should then make the necessary arrangements to have the purchased item delivered to Buyer and provide details such as the name of the delivery company, the tracking number, etc. to Buyer through the Site.

9.2 Orange Shop must use his/her best effort to ensure that Buyer receives the purchased items within, whichever applicable, the Orange Shop Guarantee Period or the time period specified (for offline payment) by Seller on Seller's listing.

9.3 Users understand that Seller bears all risk attached to the delivery of the purchased item(s) and warrants that he/she has or will obtain adequate insurance coverage for the delivery of the purchased item(s). In the event where the purchased item(s) is damaged, lost or failure of delivery during the course of delivery, Users acknowledge and agree that Orange Shop will not be liable for any damage, expense, cost or fees resulted therefrom and Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute.

9.4 For Cross-Border Transaction. Users understand and acknowledge that, where a product listing states that the product will ship from overseas, such product is being sold from a Seller based outside of Singapore, and the importation and exportation of such product is subject to local laws and regulations. Users should familiarise themselves with all import and export restrictions that apply to the designating country. Users acknowledge that Orange Shop cannot provide any legal advice in this regard and agrees that Orange Shop shall not bear any risks or liabilities associated with the import and export of such products to Singapore.

9.5 Where the Buyer elects to have a purchased item delivered by SingPost Normal Mail, all costs for delivering the purchased item shall be borne solely by the Seller.

9.6 Where the Buyer elects to have a purchased item delivered by any other shipping method, the fee payable to the delivery company ("Shipping Fee") shall be borne by the Buyer, Seller and Orange Shop in such proportions as may be determined by Orange Shop and published on the Site from time to time. Shopee shall (i) collect the Buyer's proportion of the Shipping Fee from the Buyer, (ii) pay the total Shipping Fee to the delivery company.

## **10. CANCELLATION, RETURN AND REFUND**

10.1 Buyer may only cancel his/her order prior to the payment of Buyer's Purchase Monies into Shopee Guarantee Account.

10.2 Buyer may apply for the return of the purchased item and refund prior to the expiry of Orange Shop Guarantee Period, if applicable, subject to and in accordance with Orange Shop's Refunds and Return Policy. Please refer to Orange Shop's [Refunds and Return Policy](#) for further information.

10.3 Orange Shop reserves the right to cancel any transaction on the Site and Buyer agrees that Buyer's sole remedy will be to receive a refund of the Buyer's Purchase Monies paid into Orange Shop Guarantee Account.

## **11. SELLER'S RESPONSIBILITIES**

11.1 Seller shall properly manage and ensure that relevant information such as the price and the details of items, inventory amount and terms and conditions for sales is updated on Seller's listing and shall not post inaccurate or misleading information.

11.2 The price of items for sale will be determined by the Seller at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc. and Seller shall not charge Buyer such amount additionally and separately.

11.3 Seller agrees that Orange Shop may at its discretion engage in promotional activities to induce transactions between Buyer and Seller by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustment is applied to.

11.4 For the purpose of promoting the sales of the items listed by Seller, Orange Shop may post such items (at adjusted price) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign) operated by Orange Shop.

11.5 Seller shall issue receipts, credit card slips or tax invoices to Buyer on request.

11.6 Seller acknowledges and agrees that Seller will be responsible for paying all taxes, customs and duties for the item sold and Orange Shop cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.

11.7 Seller acknowledge and agrees that Seller's violation of any of Orange Shop's policies will result in a range of actions as stated in Section 7.1.

## **12. PAID ADVERTISING**

12.1 Orange Shop offers keyword advertising ("Keyword Advertising") and other advertising services, including participation in flash deals ("Flash Deal Advertising") (Keyword Advertising and Flash Deal Advertising hereinafter referred to together as "Paid Advertising") on its Paid Advertising Site and other site/s on an ongoing basis. Sellers may purchase the Paid Advertising services. Orange Shop provides the Paid Advertising services in accordance with these Terms of Service and any explanatory materials published on this Site, the Paid Advertising Site or otherwise communicated to Sellers in writing (hereinafter referred to as the "Paid Advertising Rules"). Sellers who purchase Paid Advertising services agree to be bound by the Paid Advertising Rules. If you are not agreeable to being bound by the Paid Advertising Rules, do not buy any Paid Advertising Services.

12.2 In order to purchase Paid Advertising services, you must be an eligible Seller under the Paid Advertising Rules. At the time when you purchase and pay for the Paid Advertising services, your Account must not be suspended.

12.3 You have the option to purchase Keyword Advertising services at the time you list an item for sale or subsequently. When you purchase Keyword Advertising, you can set different budgets, keywords, marketing periods, etc. for each item in accordance with the Paid Advertising Rules. The Keyword Advertising service for each item will be activated and will expire on the



respective dates set by you (the "Paid Advertising Period"). You will not be entitled to transfer the remaining Paid Advertising Period to other items if an item is sold or unlisted during the Paid Advertising Period you set for that item..

12.4 You have the option to purchase Flash Deal Advertising services during the periods nominated by Shopee. When you purchase Flash Deal Advertising services, you may nominate items to be included in a flash sale and Orange Shop may include such items in a flash sale at its sole and absolute discretion.

12.5 The goods you list on the Site must comply with all relevant laws and regulations, the Paid Advertising Rules, these Terms of Service and the Prohibited and Restricted Items Policy. You understand and agree that Orange Shop has the right to immediately remove any listing which violates any of the foregoing and any Paid Advertising fees that you have paid. Orange Shop will also not be liable to compensate you for any loss whatsoever in relation to listings removed pursuant to this Section 12.5.

12.6 You understand and agree that Orange Shop does not warrant or guarantee any increase in viewership or sales of your items as a result of the Paid Advertising services.

12.7 You are advised to only purchase Paid Advertising services after fully considering your budget and intended advertising objectives. Except as otherwise provided in these Terms of Service or the Paid Advertising Rules, Orange Shop shall not be liable for any compensation or be subject to any liability (including but not limited to actual expenses and lost profits) for the results or intended results of any Paid Advertising service.

12.8 IF, NOTWITHSTANDING ANYTHING IN THESE TERMS OF SERVICE, ORANGE SHOP IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE) IN RELATION TO ANY PAID ADVERTISING SERVICE, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PAID ADVERTISING SERVICE IN QUESTION ONLY.

### **13. PURCHASE AND SALE OF ALCOHOL**

The purchase and sale of alcoholic products ("Alcohol") on the Site is NOT permitted by Orange Shop

### **14. TRANSACTION FEES**

14.1 Orange Shop charges a fee for all successful transactions completed via PayPal, credit card ("Transaction Fee"). The Transaction Fee is borne by the Seller, and is calculated as two percent (10%) of the Buyer's Purchase Monies, rounded up to the nearest cent. The Transaction Fee is subject to GST ("Tax Amount"), and the Seller is responsible for such Tax Amount.

14.2 For Orange Shop located outside of Singapore, Orange Shop charges a fee for all successful transactions completed via PayPal, credit card on the Site ("Cross Border Fee"). The Cross Border fee is borne by the Seller, and is calculated according to the rates as notified to such Sellers from time to time on the Site.

14.3 Following the successful completion of a transaction, Orange Shop shall deduct the Transaction Fee and the Tax Amount, and the Cross Border Fee (as applicable) from the Buyer's Purchase Monies, and remit the balance to the Seller in accordance with Section 8.2. Orange Shop shall issue receipts or tax invoices for the Transaction Fee and Tax Amount paid by Seller on request.

## 15. DISPUTES

15.1 In the event a problem arises in a transaction, the Buyer and Seller agree to communicate with each other first to attempt to resolve such dispute by mutual discussions, which Orange Shop shall use reasonable commercial efforts to facilitate. If the matter cannot be resolved by mutual discussions, Users may approach the claims tribunal of their local jurisdiction to resolve any dispute arising from a transaction.

15.2 Each Buyer and Seller covenants and agrees that it will not bring suit or otherwise assert any claim against Orange Shop or its Affiliates (except where Orange Shop or its Affiliates is the Seller of the product that the claim relates to) in relation to any transaction made on the Site or any dispute related to such transaction.

15.3 Users covered under Orange Shop Guarantee may send written request to Orange Shop to assist them in resolving issues which may arise from a transaction upon request. Orange Shop may, at its sole discretion and with absolutely no liability to Seller and Buyer, take all necessary steps to assist Users resolving their dispute. For more information, please refer to Orange Shop's [Refunds and Return Policy](#).

15.4 To be clear, the services provided under this Section 20 are only available to Buyers covered under Orange Shop Guarantee. Buyer using other payment means for his/her purchase should contact Seller directly.

## 16. FEEDBACK

16.1 Orange Shop welcomes information and feedback from our Users which will enable Orange Shop to improve the quality of service provided. Please refer to our feedback procedure below for further information:

(i) Feedback may be made in writing through email to or using the feedback form found on the App.

(ii) Anonymous feedback will not be accepted.

(iii) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.

(iv) Vague and defamatory feedback will not be entertained.

## 17. DISCLAIMERS

17.1 THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY ORANGE SHOP OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORANGE SHOP DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

17.2 YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17.3 ORANGE SHOP HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR: (A) THE FITNESS FOR PURPOSE, EXISTENCE, QUALITY, SAFETY OR LEGALITY OF ITEMS AVAILABLE VIA THE SERVICES; OR (B) THE ABILITY OF SELLERS TO SELL ITEMS OR OF BUYERS TO PAY FOR ITEMS. IF THERE IS A DISPUTE INVOLVING ONE OR MORE USERS, SUCH USERS AGREE TO RESOLVE SUCH DISPUTE BETWEEN THEMSELVES DIRECTLY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELEASE ORANGE SHOP AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

## **18. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

18.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ORANGE SHOP BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR:

(i) (A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR

(ii) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF SHOPEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND/OR DISCONTINUE ANY USE OF THE SERVICES.

18.3 IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, ORANGE SHOP IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF: (A) ANY AMOUNTS DUE AND PAYABLE TO YOU PURSUANT TO THE ORANGE SHOP GUARANTEE; AND (B) SG \$100 (ONE HUNDRED SINGAPORE DOLLARS).

18.4 NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ORANGE SHOP'S NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY ON THE PART OF ORANGE SHOP THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED.

## **19. LINKS TO THIRD PARTY SITES**

Third party links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of Orange Shop in any manner whatsoever and you therefore access them at your own risk. Orange Shop is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. Orange Shop is providing these links merely

as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by Orange Shop of any linked site and/or any of its content therein.

## **20. YOUR CONTRIBUTIONS TO THE SERVICES**

20.1 By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to Orange Shop. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any Content contribution. You hereby grant Orange Shop and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.

20.2 Any Content, material, information or idea you post on or through the Services, or otherwise transmit to Orange Shop by any means (each, a "Submission"), is not considered confidential by Orange Shop and may be disseminated or used by Orange Shop without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By making a Submission to Orange Shop, you acknowledge and agree that Orange Shop and/or other third parties may independently develop software, applications, interfaces, products and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant Orange Shop and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the items identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our privacy policy except to the extent that you make such personal information publicly available on or through the Services.

## **21. THIRD PARTY CONTRIBUTIONS TO THE SERVICES AND EXTERNAL LINKS**

21.1 Each contributor to the Services of data, text, images, sounds, video, software and other Content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their Content contribution. As such, Orange Shop is not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of Content. You will not hold Orange Shop responsible for any User's actions or inactions, including, without limitation, things they post or otherwise make available via the Services.

21.2 In addition, the Services may contain links to third party products, websites, services and offers. These third party links, products, websites and services are not owned or controlled by Orange Shop. Rather, they are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. Orange Shop has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. By using the Services, you agree that Orange Shop shall not be liable in any manner due to your use of, or inability to use, any website or widget. You further acknowledge and agree

that Orange Shop may disable your use of, or remove, any third party links, or applications on the Services to the extent they violate these Terms of Service.

## **22. YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

- (a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

## **23. FRAUDULENT OR SUSPICIOUS ACTIVITY**

If Orange Shop, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect Orange Shop, other Buyers or Sellers, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- (a) We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;
- (b) We may suspend your eligibility for Orange Shop Guarantee;
- (c) We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Singapore or elsewhere and directed to Orange Shop;
- (d) We may refuse to provide the Services to you now and in the future;
- (e) We may hold your funds for a period of time reasonably needed to protect against the risk of liability to Orange Shop or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

For the purposes of this Section:

"Chargeback" means a request that a Buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

"Claim" means a challenge to a payment that a Buyer or Seller files directly with Orange Shop.

"Reversal" means the reversal of a payment by Orange Shop because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by Orange Shop, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated these Terms of Service or any other Orange Shop policy, or (e) Orange Shop decided a Claim against you.

## **24. INDEMNITY**

You agree to indemnify, defend and hold harmless Orange Shop, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation



to such transaction (except where Orange Shop or its Affiliates is the Seller in the transaction that the dispute relates to), (b) the Orange Shop Guarantee, (c) the hosting, operation, management and/or administration of the Services by or on behalf of Orange Shop, (d) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein, (e) your use or misuse of the Services, (f) your breach of any law or any rights of a third party, or (g) any Content uploaded by you.

## **25. SEVERABILITY**

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

## **26. GOVERNING LAW**

These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Singapore without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, to the extent applicable, are expressly disclaimed. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms of Service against or relating to Orange Shop or any Indemnified Party under these Terms of Service shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be English.

## **27. GENERAL PROVISIONS**

27.1 Orange Shop reserves all rights not expressly granted herein.

27.2 Orange Shop may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

27.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

27.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and Orange Shop, nor does it authorise you to incur any costs or liabilities on Orange Shop's behalf.

27.5 The failure of Orange Shop at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

27.6 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for Orange Shop 's affiliates and subsidiaries (and each of Orange Shop 's and its affiliates' and subsidiaries' respective successors and assigns).

27.7 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of

Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

27.8 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the UK Bribery Act, the US Foreign Corrupt Practices Act and the Singapore Prevention of Corruption Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.

27.9 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at: [enquiry@orangeroom.com.sg](mailto:enquiry@orangeroom.com.sg).

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE "SIGN UP " OR "CONNECT WITH FACEBOOK" BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.