

Brekio

Terms of Service

The Terms of Service herein (together with our Privacy Policy incorporated here by reference, the “Agreement”) is a legal agreement between you and Brekio (“Brekio” or “we”). By accessing the Brekio website (the “Site”), you agree to be in compliance with and be legally bound by the Agreement. If you don't agree, please don't access or use our Site. Our Site is strictly not for minors (anyone under 18 or under the legal age in any jurisdiction). If you're minor, then please don't use the Site.

Eligibility to Use the Site

You may be able to view the Content on the Site without registering, but as to access or use some parts of the Service, you may have to register on the Site and set up an account. This process involves selecting a username and a password. When creating an account, you warrant that:

- (a) all information you submit is correct, current, and complete;
- (b) your use of the Service doesn't violate any applicable law, rule or regulation; and
- (c) you're at least 18 years old (or the legal age in your jurisdiction) or have gotten parental consent and supervision before using the Service, and your parent or legal guardian have also agreed to be bound by this Agreement and agreed to be responsible for your use of the Service.

Based on sole discretion, we retain the right to suspend or terminate your account, and your use of the Site at any time, for any reason.

License Grant

We offer you a worldwide, non-transferable, non-exclusive, non-sublicensable and revocable license to use any part of the Service and the Content, but subject to your eligibility and your constant compliance with this Agreement. We're not responsible to assure, and disclaim any responsibility for, your ability to open, use or see the Content we offer. As between you and us, we reserve every right, interest and title in and to the Content (in exception of your own User Content), and all associated intellectual property rights. We retain all rights not conferred in this Agreement.

Intellectual Property

The Site comprises of trademarks, service marks and domain names owned by Brekio or other third parties. Unless specifically stated that such trademarks, service marks or domain names belong to a third party, Brekio owns all trademarks, service marks and domain names shown on the Site, whether registered or unregistered, including but with no limitation to, the name Brekio, our logo, our design patterns and our other graphics Brekio website trade dress, and other indicia of origin of Brekio products and services. The use of our intellectual property is completely prohibited, except we have offered our prior written consent.

The content of the Site, including text, images, logos, graphics, button icons, audio clips, data compilations, digital downloads, and other works of authorship, either individually or as they are arranged on the Site (the “Content”), and software utilized on this Site, are the property of Brekio or third parties, and are under the protection of copyright and other Singapore and foreign intellectual property and related laws, rules and regulations. The Content comprises of both materials owned or controlled by Brekio (“Brekio Content”), as well as any material owned or controlled by any third party and licensed to Brekio, including User Content. Any use of the Content not specifically permitted by this Agreement is a violation of this Agreement and may infringe copyright, trademark and other laws. You accept to abide by all copyright notices, information, or restrictions included in any of the Content.

Password and Account Security

You are entirely responsible for securing the confidentiality of your password linked to your account. Also, you agree that you're completely responsible for any and all activities that happen under your account.

You agree to

- (a) immediately notify us of any unauthorized use of account or any breach of security, and
- (b) make sure that you log off and exit from your account at the end of each session when accessing or using the Services. Brekio will not be deemed liable for any damage or loss resulting from your failure to comply with this section.

User Content

As a User of the Site, you may upload, post, publish, submit or transmit your comments, opinions, reviews, videos, images, testimonials, and other content ("User Content"). We don't guarantee any confidentiality for any User Content.

You shall be completely responsible for your own User Content and the consequences resulting from posting or publishing such content. In line with User Content, you affirm and warrant that:

(a) you own or have the required permissions to your User Content to enable the use of the User Content in the way considered by this Agreement;

(b) neither the User Content nor your uploading, posting, submission, publication or transmittal of such Content, will violate or misappropriate a third party's trademark, patent, copyright, trade secret, rights of publicity or privacy, or other proprietary rights, or lead to the violation of any applicable law, rule or regulation; and

(c) you possess the written consent, release, and/or permission of each identifiable individual in the User Content to make use the name or likeness of such a person.

For the sake of clarity, you possess all of your ownership rights in your User Content. By submitting or posting your User Content to the Site, you herewith offer us a worldwide, royalty-free, irrevocable, perpetual, non-exclusive, sub-licensable and transferable license to (and to permit others acting on our behalf to) access, see, use, modify, reproduce, adapt, sell, distribute, broadcast, stream, make derivative works of, publicly perform, publicly display and even otherwise exploit such a User Content in line with the Service and our business, including with no limitation to promoting and redistributing any part or all of the Site (including derivative works thereof) in any and all media formats and via any and all media channels.

We neither validate the content of your communications, postings or data, nor take on any responsibility for any harassing, threatening, obscene, libelous, or offensive material included in such materials or any crime resulting from the use of the Site. You consent to see and hold us (including all of our affiliates, agents and employees) free of any responsibility for any potentially damaging User Content submitted or posted by you.

Prohibited Activities

By accessing and using any aspect of the Site, you consent that you'll not use the Site (including the Service) for any unlawful or prohibited purpose. You may not try, by any means, to get unauthorized access to any part of the Site or the Service, other accounts, computer system or network connected to our server. Brekio retains the right, based on sole discretion, to monitor any use of the Site and get rid of any User Content at any time.

Without restricting the foregoing, you'll not use the Site (including the Service) to:

- (a) post or otherwise transmit any User Content that (i) is false, unlawful, inaccurate, abusive, harmful, misleading, threatening, tortious, libelous, harassing, excessively violent, vulgar, obscene, defamatory, pornographic, invasive of another's privacy, hateful racially, ethnically or that inspires behavior that would be deemed a criminal offense, lead to civil liability, or is otherwise objectionable; (ii) uses offensive language or images; (iii) describes or advocates the use of illicit drugs; (iv) poses or causes a privacy or security risk to any person; (v) you don't possess a right to transmit under any law or contractual or fiduciary relationships; (vi) infringes on any intellectual property or other proprietary rights of any party; (vii) are spam, junk mail, chain letters, sweepstakes, contests, pyramid schemes, or any other kind of solicitation; (viii) has software viruses or any computer code, programs or files intended to interrupt, destroy or restrict the functionality of any computer software / hardware or telecommunications equipment; or (ix) based on the judgment of Brekio, is objectionable or which limits or impedes any other person from using or enjoying the Services, or which may open Brekio or its users to any harm or liability of any kind;
- (b) access the Site and the Content from regions where such site and content are illegal or strictly prohibited;
- (c) violate any relevant local, state, national, international or other law, rule or regulation, or any order of a court, including with no limitation to, rules about intellectual property rights, the Internet, data, technology, email or privacy;
- (d) endorse or encourage any criminal activity or enterprise or offer instructional information about illegal activities;
- (e) interfere with, disrupt or harm the Services or servers or networks associated with the Services, or disobey any demands, policies, procedures, or regulations of networks associated with the Services, including, with no limitation to, via the use of viruses, Trojan horses, cancel bots, harmful code, denial-of-service attacks, flood pings, packet or IP spoofing, forged routing or electronic mail address information or related methods or technology;
- (f) advertise or intend to sell or buy any goods or services for any business purpose that is not specifically authorized;
- (g) harvest or gather email addresses or other contact information of other Users by electronic or other means without their express permission;
- (h) use the Services to post, transmit, distribute or submit any information regarding any other person without their express permission;

- (j) stalk or harass any User, or acquire or store any information about any User;
- (k) acquire or try to access or otherwise get any materials or information via any means not intentionally made available or provided for via the Services;
- (l) transfer or sell your account and/or username to any other party;
- (m) register for more than one user account, or register for a user account on behalf of any person other than yourself;
- (n) impersonate any individual or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- (o) other than pertaining to your own User Content, (i) use, duplicate, sell, resell, copy or exploit the Content; (ii) assemble a collection of Content, whether by manual means, via the use of bots, spiders, or crawlers, or otherwise; or (iii) otherwise take away any text, copyright or other proprietary notices included in the Content;
- (p) use automated scripts to access, search or gather information or otherwise interact with the Services (including with no limitation to robots, scripts or spiders) or use any spider, robot, other automatic device, or manual process to extract, monitor, screen scrape, mine, copy or duplicate any dynamic or static webpage on the Site or the Content included on any such web page for commercial use with no prior express written permission from us;
- (q) decipher, disassemble, decompile, reverse engineer, or otherwise try to derive any source code or underlying ideas or algorithms of any aspect of the Service, unless to the extent appropriate laws expressly prohibit such restriction;
- (r) modify, translate, or otherwise make derivative works of any aspect of the Service; or
- (s) advocate, encourage, or help any third party in engaging in any of the foregoing.

Indemnification

You accept to defend, indemnify and hold blameless and harmless Brekio, our subsidiaries and affiliated companies (including their officers, directors, contractors, agents and employees), from and against all claims, causes of actions, proceedings or suits, as well as all losses, damages, liabilities, costs and expenses (including attorneys' fees) and all amounts paid in settlement resulting from, associated with, or accumulating from (a) your access to or/and use of the Site (including the Service or the Content); (b) your breach of this Agreement, (c) your breach of any applicable law; (d) your User Content, or (e) your interaction with any User. Brekio may assume the exclusive defense and control of any matter for which you've agreed to indemnify Brekio and you agree to help and cooperate with Brekio in the defense or settlement of such matters.

External Links

This Agreement is applicable only to the Site and the Services. In using the Services, you may be opened to content and information, for instance, data, files, text, information, graphics, usernames, images, photographs, profiles, video, audio, messages, services or links, from other users or third parties like producers (the "Third-Party Content"), either at the Site or via links to third-party websites or mobile applications. Since we don't review, operate, monitor or control any such Third-Party Content, you agree that we are not responsible in any way for the availability of such websites or mobile applications and don't validate and are not liable, directly or indirectly, for any content, advertising, products, services or any other material on or available from such websites or mobile applications. We make no form of representations or warranties regarding, and shall have no form of liability for, any content presented by any third party, including, with no limitation to, the correctness or subject of any content, or the use of any personal information offered to any such website by you. You agree that the use of such links is solely at your own risk. We may discontinue or remove links to any other websites or mobile applications for any reason at any time.

Termination

Brekio may, based on sole discretion and without any liability to you or to any third party, with or without any cause, with or without any notice, suspend, discontinue or terminate, temporarily or permanently, the Site, the products and the Services (or any aspect thereof) and/or deactivate or cancel your Brekio account. You may also cancel your Brekio account at any time by sending us an email. Termination may lead to the forfeiture and destruction of all information relating to your account. You may terminate your account at any time by following the instructions on the Service, but we may preserve your account information after you have terminated in line with our regulatory, accounting, and legal compliance procedures. YOU ACCEPT THAT WE'LL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR THE TERMINATION OF YOUR ACCESS TO THE SITE (INCLUDING THE SERVICE). All stipulations of this Agreement that by their nature ought to survive the termination shall survive the termination, including with no limitation to, ownership provisions, indemnity, warranty disclaimers and limitations of liability.

Disclaimer of Warranties

ALL INFORMATION ON OUR SITE IS OFFERED ON "AS IS", "WITH ALL FAULTS" AS WELL AS "AS AVAILABLE" BASIS AND, TO THE MAXIMUM LEVEL PERMISSIBLE BY APPLICABLE LAW, BREKIO DISCLAIMS ALL FORM OF WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITH NO LIMITATION TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PRECISE PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AS WELL AS WARRANTIES INFERRED FROM ANY PERFORMANCE OR DEALING. YOU ACCEPT THAT YOUR USE OF OUR SITE (INCLUDING THE SERVICES) IS AT YOUR SOLE RISK. WE DON'T WARRANT THAT THE SERVICES YOU GET VIA OUR SITE WILL BE TO YOUR EXPECTATIONS, BE ERROR-FREE OR UNINTERRUPTED, WILL BE ALWAYS AVAILABLE FOR USE, WILL BE OF A PARTICULAR QUALITY, THAT DEFECTS WILL BE AMENDED, OR THAT THE SITE (INCLUDING THE SERVER) IS FREE OF VIRUSES OR OTHER DETRIMENTAL COMPONENTS, OR THAT THE SITE (INCLUDING THE TECHNOLOGY THAT ENABLES ITS AVAILABILITY), IS IMMUNE TO HACKING ATTEMPT, ELECTRONIC OR NON-ELECTRONIC TAMPERING, COMPUTER CRIME OR THEFT. WE MAKE NO WARRANTY OR REPRESENTATION ON THE USE OR THE RESULTS OF THE USE OF THE SITE AND SERVICES REGARDING THEIR CORRECTNESS, RELIABILITY, COMPLETENESS, CURRENTNESS, OR OTHERWISE. YOU (AND NOT WE) TAKE ON THE FULL COST OF ALL REQUIRED SERVICING, REPAIR, OR AMENDMENT.

YOU ARE COMPLETELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT BREKIO DOESN'T MAKE ANY FORM OF ATTEMPT TO AUTHENTICATE THE STATEMENTS OF USERS POSTED OR SUBMITTED ON THE SITE.

Some jurisdictions don't permit the exclusion of certain warranties. Therefore, some of the above exclusions may not apply to you.

Limitation of Liability

IN NO EVENT SHALL BREKIO (FOR PURPOSES OF THIS SECTION, "BREKIO" OR "WE" INCLUDES BREKIO'S EQUITY HOLDERS, DIRECTORS, OFFICERS, CONSULTANTS, AGENTS, SUCCESSORS, REPRESENTATIVES, AFFILIATES OR EMPLOYEES) BE HELD LIABLE FOR ANY INDIRECT, DIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES RESULTING FROM OF OR IN ANY FORM ASSOCIATED WITH YOUR USE OF THE SITE (INCLUDING THE SERVICES) OR WITH THE DELAY OR INABILITY TO USE THE SITE (INCLUDING THE SERVICES), OR OTHERWISE RESULTING FROM THE USE OF THE SITE (INCLUDING THE SERVICES), WHETHER BASED ON TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH A DAMAGE. THIS APPLIES, WITH NO LIMITATION, TO ANY FORM OF DAMAGES OR INJURY RESULTING FROM DEFECT, OMISSION, DELETION, INTERRUPTION, ERROR, DELAY IN OPERATION OR TRANSMISSION OF INFORMATION VIA THE SITE, INJURY TO PERSONAL PROPERTY, EMOTIONAL DISTRESS OR BODILY INJURY, COMPUTER VIRUS, COMMUNICATION-LINE FAILURE, FILE CORRUPTION, NETWORK OR SYSTEM OUTAGE, OR THEFT, DAMAGE, DESTRUCTION, UNAUTHORIZED ACCESS TO, MODIFICATION OF, OR USE OF ANY RECORD. YOU EXPRESSLY AGREE THAT WE'LL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL BEHAVIOUR OF ANY USER OF THE SITE (INCLUDING THE SERVICES). UNDER NO CIRCUMSTANCE WILL OUR FULL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY FORM OF DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF YOUR USE OF THE SITE (INCLUDING THE SERVICES), WHETHER IN TORT, CONTRACT (INCLUDING, WITH TO LIMITATION TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SURPASS THE SPECIFIC AMOUNT PAID TO US.

Certain applicable law may not permit the limitation or exclusion of liability or consequential or incidental damages, so the aforementioned limitation or exclusion may not be applicable to you.

Miscellaneous

If any term or stipulation of this Agreement is found by a court of appropriate jurisdiction to be illegal, invalid, or otherwise unenforceable, that term or stipulation will be considered modified to the degree required to render such term or stipulation enforceable, and the terms and conditions herein will be interpreted and implemented accordingly, preserving to the absolute permissible range the intent of this Agreement.

We may occasionally alter the Terms of Service (as well as the Privacy Policy). All modifications will be effective as soon as posting has been made on the Site. You can ascertain when the Terms of Service (as well as the Privacy Policy) have been last revised by checking the “Last Updated” date at the top of the page. You accept to be bound by any such modifications if you continue to use the Site after such a modification has been made and posted. We may modify, restrict access to, suspend, discontinue or terminate the Site, or any part of the Site, for any reason at any time.

This Agreement, including any references cited and incorporated herein, alongside such modifications as may be subsequently made by us, establishes the full agreement between you and us, our subsidiaries, affiliated companies, licensors, and those third parties helping us in the operation of the Site regarding the subject of this Agreement and overrules all previous agreements and understandings, oral or written. This Agreement may not be revised by the user. This Agreement overrules any prior correspondence, quotations, or other communications, oral or written, between you and us.