

Perfec10's Terms and Conditions


Hello, and welcome to Perfec10!

By accessing or using the Perfec10 service, applications, websites, or any other product made available (together, “**the Services**”) by Perfec10 Pte Ltd (“**Perfec10**”, “**we**”, or “**us**”), however accessed by you (“**the User**” or “**you**”), you agree to be bound by these Terms and Conditions (“**the Terms**”). So please, read them carefully!

Our Terms are meant to be read in conjunction with the other laws, guidelines, policies, rules, or regulations that are referenced herein. They will affect your legal rights and obligations. If you do not agree to be bound by our Terms, do not access or use the Service.


Conditions of Use

Community Guidelines

We intend to keep the Perfec10 community one that is safe, fun, and friendly for everyone. That is why we have created these **Community Guidelines** ([hyperlink](#) ). Please read them, as they concern your rights and obligations as a User here. Thank you for helping us make Perfec10 a welcoming place!

Breach of Community Guidelines and Terms

You agree that we reserve the right to remove any content, issue you warnings, modify your access to the Services, suspend your account, terminate your account, or notify law enforcement, for any reason, any period of time, in any way, and at our sole discretion, if we decide that you have breached any of the local laws or regulations, Community Guidelines or Terms.

If you are an affected User and wish to challenge any of the abovementioned actions or restrictions against you, or to clarify any part of the Terms, you are free to write to us at **contact us button or email address** .

User-to-User Relations

You accept that we do not have the obligation to monitor or verify the identity of the Users of our Services.

Further, while we reserve the right to monitor or be involved in the conduct, dispute, or any other interaction between Users, you agree henceforth that we have no obligation to do so, and are not responsible or liable for the conduct of any User. You agree to be solely responsible for your interaction with other users of the Service, whether online or offline.

Prohibited Use of Services

You agree not to:

- create an account for anyone other than yourself, unless with express authorisation from us to create one on behalf of your employer, clients, or etc;
- use the Services, any tools provided by the Services, or any content on the Services, for any commercial purposes, without our consent or agreement;
- copy, create, change, modify, alter, or adapt the Services, or another website, or any other platform or service, to falsely imply that it is associated with Perfec10 or our Services;
- use the branding, logos, designs, photographs, or other materials used in or with Perfec10 or our Services;

- hack, block, interrupt, distribute, sell, or lease the Services by any mechanisms, softwares, viruses, bots, or scripts; or
- use any robot, spider, crawler, scraper or any other automated means or interface to access the Services and other information related to the Services.

Acknowledgement of Advertisements

The Services may contain advertisements. You agree that we, our affiliates, and our third party partners may place advertising on the Services, including personalised advertising based upon the information you provide us or we collect or obtain about you. You also acknowledge that such advertisements may contain content provided by Users like yourself, and that they may appear near, between, over, or in your content.

In addition, while we reserve the right to monitor advertisement accounts or content, you acknowledge that we are under no obligation to do so.

Data Charges

You are responsible for any mobile charges that you may incur from using our Services. If you are unsure what those charges may be, you may like to ask your service provider before using our Services.

Changes to Terms and Conditions

We reserve the right to change these Terms from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Services, and that your continued use of the Services after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and any Updated Terms before using the Services.

The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Services from that point forward. These Terms will govern any disputes arising before the effective date of the Updated Terms.

User's Right to Services and Access

Access Allowed Where Legal

You accept that the Services are allowed only where its use is not contrary to any law, rule, or regulation. Regardless, we reserve the right to limit the availability of the Services or any portion of the Services, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature of our provided Services.

Interruptions

Although it is our intention for the Services to be available as much as possible, there will be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

Termination of Services

We reserve the right to terminate or discontinue the Services for any reason, at any time. In such a situation, we will try to give reasonably advance notice to the Users through the Services.

User Content

User's Ownership and Use

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. As such, you have the freedom to use your content in any way you want, as long as they do not breach these Terms, our Community Guidelines, or violate any third party rights.

Grant of License to Perfec10

However, you agree to grant us a non-exclusive, fully paid, royalty-free, transferable, sub-licensable, perpetual, worldwide license, to host, store, use, display, reproduce, modify, adapt, edit, publish, distribute, promote, exhibit, broadcast, and perform your content.

This means, among other things, that you will not be entitled to any compensation from us, our affiliates, or our business partners if your data, content, name, or likeness, is conveyed through the Services or on one of our business partner's platforms.

Privacy and Personal Data Protection

Your privacy is very important to us. We encourage you take a careful look at our **Personal Data Protection Policy** ([hyperlink](#)), as by using our Services, you agree that we can collect, use, and share your information in a way that is consistent with the policy.

In addition, except as otherwise described in this section, any content between you and Perfec10 will be non-confidential and non-proprietary, and we will not be liable for any use or disclosure of such content.

Security

We care about the security of our Users. While we work to protect the security of your account and related information, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures.

The transmission of information via the internet is not completely secure. You accept that any transmission is at your own risk and you agree not to hold us responsible for any breach of security that is out of our control. You agree also that we cannot guarantee that any connected third party service or system is secure and that the data shared with us through them will be secure or kept confidential.

Intellectual Property

Perfec10's Ownership of Services and Content

The Services contain content both owned and licensed by Perfec10 ("**Perfec10 Content**").

Perfec10 Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Perfec10, Perfec10 owns and retains all rights in the Perfec10 Content and the Services.

Prohibitions

You will not remove, alter, or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Perfec10 Content.

You will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Perfec10 Content.

The Perfec10 name and logo are trademarks of Perfec10, and may not be copied, imitated or used, in whole or in part, without our prior written permission. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Perfec10, and may not be copied, imitated or used, in whole or in part, without prior written permission from us.

Users' Intellectual Property and Reporting

We respect other people's rights, and expect you to do the same.

We provide you with tools to help you protect your intellectual property rights. If you come across any infringement of Intellectual Property rights, whether they are your own or others, you may report these claims by contacting us at [contact us button or email address](#).

If you repeatedly infringe other people's intellectual property rights, we reserve the right to consider this a breach of our Community Guidelines or Terms, and take any action in relation to such breach as mentioned above.

Third Parties

Third Party Services, Websites, Apps, and Sharing

You are free to share User Content on any third party services, websites, or apps, that are connected to our Services, and may also be directed to these third parties via links from our Services, or from communications you receive from the Services. You expressly acknowledge and agree that we do not control or endorse, and are in no way responsible or liable for any such third-party services or features, and that your use of these third party services are at your own risk. You accept also that your correspondence and business dealings with third parties found through the service are solely between you and the third party.

Third Party Content

We reserve our right to monitor or verify third party content that is in any way connected to our Services, but you accept that we have no obligation to do so. In addition, you agree that we do not control or endorse such third party content.

Suspension, Termination, and Deactivation

Our Rights

We reserve the right to remove any content, issue you warnings, modify your access to the Services, suspend your account, terminate your account, or notify law enforcement, for any reason, any period of time, in any way, and at our sole discretion.

You are also able to deactivate your account at any time, by going to your [Account settings button](#). In doing so, you also terminate these Terms with Perfec10.

Effect on User Content

If your account is terminated or deactivated, your posts, photos, comments, ratings, likes, friendships, and all other data will no longer be accessible through your account (e.g., Users will not be able to navigate to your username and view your posts), but those materials and data may persist and appear within the Services (e.g., if your Content has been reshared by others).

Licenses and Grants

Upon such termination or deactivation, all licenses and other rights granted to you in these Terms will immediately cease.

Effect on Other Agreements

You agree that the termination of these Terms will not affect your agreements with other parties.

Right of Affected Users

If you are an affected User and wish to challenge any of the abovementioned actions or restrictions against you, or to clarify any part of the Terms, you are free to write to us at [contact us button or email address](#).



Limitation of Liability

Disclaimer and Warranty

By accessing or using the Services you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Services.

The Services are provided “as is” and “as available” and to the extent permitted by law without warranties of any kind, either express or implied, including, in particular implied warranties, conditions, or other terms relating to (i) merchantability, satisfactory quality, fitness for a particular purpose, title, quiet enjoyment, non-infringement, or (ii) arising from a course of dealing. In addition, while Perfec10 attempts to provide a good user experience, we do not represent or warrant that: (a) the Services will always be secure, error-free or timely; (b) the Services will always function without delays, disruption or imperfections; or (c) that any content or information you obtain through the Services will be timely or accurate.

Perfec10, our affiliates, employees, managers, officers or agents (“**the Perfec10 Parties**”) will take no responsibility and assume no liability for any content that you, another User, or a third party creates, uploads, posts, sends, receives, or stores on or through our Services. You understand and agree that you may be exposed to content that might be offensive, illegal, misleading, or otherwise inappropriate, none of which Perfec10 nor our affiliates will be responsible for.

We do not endorse content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any content.

We are also not responsible for the actions, content, information, or data of third parties, and you release the Perfec10 Parties from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Nothing in these Terms will exclude or limit any responsibility we may have to remove content if so required by the law of the country where you live.

Indemnification

You (and also any third party for whom you operate an account or activity on the Services) agree to defend (at our request), indemnify and hold the Perfec10 parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable lawyer's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Services or those conducted on your behalf): (i) your Content or your access to or use of the Services; (ii) your breach or alleged breach of these Terms and Conditions; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will co-operate as fully required by Perfec10 in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Perfec10.

Severance

If it turns out that a particular provision of these Terms is illegal, invalid, or otherwise unenforceable by reason of the laws of Singapore, where these Terms are intended to be effective, such provision shall be severed and deleted, and the remaining Terms shall survive and continue to be binding and enforceable.

Governing Law

Singapore

This Agreement shall be governed and construed in accordance with the laws of Singapore.

Court of Competent Jurisdiction

You agree that any claim you may have arising out of or related to your relationship with Perfec10 must be filed within one year after such claim arose; otherwise, your claim is permanently barred. You may bring claims only on your own behalf. Neither you nor Perfec10 will participate in a class action for any claims covered by these Terms.

The Courts of Singapore shall have exclusive jurisdiction and you waive any right that you may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

For avoidance of doubt, Perfec10 shall have the right to commence an action in courts or forum of any jurisdiction of convenience for injunction, mandamus, declaration or any interim reliefs, and you irrevocably waive any right to object to those application being brought in those courts or forums, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

This section of the Terms shall survive the termination of such Terms.