

TERMS OF USE

1. General

- 1.1 This website (which bears the domain name “**arc4u.com.sg**”) is owned DBS Trustee Limited as trustee of Mapletree Pan Asia Commercial Trust and managed and/or operated by MPACT Management Ltd. as Manager of Mapletree Pan Asia Commercial Trust) and/or MPACT Property Management Pte. Ltd. as Property Manager of Mapletree Pan Asia Commercial Trust (collectively, “**Mapletree**”). By accessing or using this website, you the user (hereafter “**you**”) are deemed to have accepted and be bound by these Terms of Use without reservation. If you do not agree to these Terms of Use, please cease using this website immediately.
- 1.2 In case of any violation of these Terms of Use, we reserve the right to seek all remedies available in law and in equity. These Terms of Use shall apply to all visits to this website, both now and in the future.
- 1.3 Mapletree reserves the right to change these Terms of Use from time to time. All changes will be posted on this page, and your use of this website after such changes have been posted will constitute your agreement to the Terms of Use as amended.
- 1.4 Besides these Terms of Use, Mapletree may post additional terms and conditions applicable to specific products, services or facilities and such additional terms and conditions shall, in addition to these Terms of Use, be binding on you.

2. Proprietary Rights

- 2.1 The materials found in or published on this website, (“the Contents”), are protected by intellectual property law. All rights, title and interest in the Contents are owned by, licensed to or controlled by Mapletree, its service providers or professional advisors. Save as otherwise provided, the Contents shall not be reproduced, retransmitted, disseminated, distributed, published, circulated, commercially exploited or sold and/or dealt with in any manner without the prior express written consent of Mapletree.
- 2.2 You may electronically copy and/or print hard copies of pages from this website solely for your personal and non-commercial purposes only, provided that:
 - You keep intact all accompanying copyright and other proprietary notices;
 - The Contents may not be modified in any way;
 - Mapletree reserves the right to revoke such authorizations at any time and any such use shall be discontinued immediately upon notice from Mapletree.
- 2.3 The design and layout of this website is protected by intellectual property and other laws and may not be copied or imitated in whole or in part.
- 2.4 No logo, graphic, sound, image or search engine may be copied, modified or transmitted from this website unless express written consent of Mapletree and/or the respective copyright and/or trademark owners has been obtained.

3. No Investment Offer or Advice

The Contents in this website are of a general nature, and no advice is given by Mapletree in this website. Nothing in this website shall be construed as advice, solicitation or encouragement by Mapletree to you regarding the making of any commercial, business or investment decision. You are encouraged to obtain independent professional advice before making any decision or taking any action in relation to any of the Contents raised in this website. Please also note that there are risks involved in investing in real estate in Singapore and/or elsewhere.

4. Disclaimer of Warranties and Liability

- 4.1 The Contents of this website are provided on an "as is" basis without warranties or representations of any kind. Mapletree is not responsible and expressly disclaims liability for any errors or omissions, or any direct, indirect, incidental, special, exemplary, consequential or other damages whatsoever (including but not limited to liability for loss of use, data or profits) including but not limited to contract, negligence or other tortious actions arising out of or in connection with the use of this website, even if Mapletree has been advised of the possibility of such damages or losses that were, are being or will be incurred.
- 4.2 In particular, Mapletree does not, to the maximum extent allowed by law:
- warrant the timeliness, accuracy, reliability, correctness or completeness of the Contents
 - make or give any express or implied representation whatsoever as to the results to be attained from the use of the Contents;
 - make or give any representation whatsoever that the Contents or the website will meet your requirements, or be uninterrupted, secure or error-free;
 - make or give any warranty or condition that defects in any software utilised or provided in conjunction with this website will be corrected;
 - make or give any express or implied representations, warranties or conditions of merchantability, satisfactory quality or fitness for a particular purpose or use with regard to the Contents or this website. AND you further agree to release Mapletree from any claim which you may suffer or have as a result of your use of this website of the Contents.

5. Right of Access

- 5.1 Mapletree reserves the right to update or modify this website from time to time. Mapletree further reserves the right to deny or restrict access to this website to any particular person, or to block access from a particular Internet address to this website, at any time, without providing any reasons.
- 5.2 You agree that you will not:
- use any robot, spider, other automatic device, and/or manual process to monitor or copy any pages within this website or the Contents without Mapletree's prior express written consent;
 - use any device, software and/or routine to interfere or attempt to interfere with the proper working of this website;
 - comply with all regulations, policies and procedures of networks connected to or which may be hosting this website; and
 - take any action that imposes an unreasonable or disproportionately large load on this website or its associated infrastructure (including any computers supporting this website).

- 5.3 Violations of system or network security or any of these Terms of Use may result in civil or criminal liability or both. Mapletree shall investigate occurrences which may involve such violations and may alert and co-operate with law enforcement authorities regarding such violations. Mapletree reserves the right to seek all remedies available at law and in equity for such violations. In the event that you committed any of the foregoing violations, you agree to indemnify and hold Mapletree harmless from any claim, demand or costs (including solicitors' fees on a full indemnity basis) which Mapletree may suffer or incur in connection with such violations and any action or omission done in good faith by Mapletree in connection with the same.

6. Disclosure of Information

Mapletree reserves its rights to use and/or disclose your information where such use and/or disclosure is required under law, for cooperation with regulatory, law enforcement and other governmental bodies or authorities, to perform credit checks, financial assessments and/or to protect Mapletree's rights or property.

7. Hyperlinks to Third Party Sites

- 7.1 This website may contain hyperlinks to web sites which are neither maintained nor controlled by Mapletree. Mapletree is not responsible for the content of any hyperlinked website or any hyperlink contained in a hyperlinked web site, and is not liable for any damages or loss arising from access to those websites. Use of the hyperlinks and access to such hyperlinked websites are entirely at your own risk.
- 7.2 Any hyperlinks to third party websites are provided for your convenience only. The inclusion of any hyperlink to third party websites does not imply endorsement by Mapletree of such websites nor should Mapletree be considered to be associated or affiliated in any way whatsoever with any trade or service marks, logos, insignia or other devices used or appearing on third party websites to which this website is hyperlinked.

8. Hyperlinks to this Website from Third Party Websites

- 8.1 Caching and hyperlinks to, and the framing of this website or any of the Contents are prohibited unless you have made a specific request for, and secured express written permission from Mapletree prior to hyperlinking to, or framing, this website or any of the Contents, or engaging in similar activities. Mapletree reserves the right to impose conditions in its absolute discretion when permitting any hyperlinking to, or framing of this website or any of the Contents.
- 8.2 Mapletree shall not be considered to be associated or affiliated in any way whatsoever with any trade or service marks, logos, insignia or other devices used or appearing on websites that link to this website or any of the Contents.
- 8.3 Mapletree reserves the right to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any law or regulations.

8.4 Mapletree further reserves the right to disable any unauthorized links or frames and disclaims any responsibility for the content available on any other site reached by links to or from this website or any of the Contents.

9. Suggestions, Comments and Feedback

Should you respond to any part of the Contents in this website with any communications such as questions, comments, suggestions etc., such information shall be deemed to have been provided to Mapletree on a non-confidential basis, and Mapletree shall be free to reproduce, use, disclose and distribute the information to others without limitation, and shall be free to use in any way for any purpose whatsoever the content of such communications including any ideas, know-how, techniques or concepts disclosed therein.

10. Governing Law

These Terms of Use are governed by and shall be construed in accordance with the laws of the Republic of Singapore and you hereby consent to submit to the exclusive jurisdiction of the Singapore Courts.