

1 ABOUT US

Welcome to our website promptingfeelings.com (the “Website”). The Website is provided by R/GA Creative Pte Ltd, a company registered under number 197201504M in Singapore and whose registered office is at 40A Orchard Road, #05-01, Macdonald House, Singapore 238838 (“us”, “we” or “our”).

“You” and “Your” means you as the user of our Website.

2 USE OF THIS WEBSITE

2.1 These terms and conditions (“Terms and Conditions”) set out the terms and conditions upon which You may use our Website. By accessing the Website, You agree to these Terms and Conditions.

2.2 If You do not agree to these Terms and Conditions, You should not use the Website. You should read all the Terms and Conditions before using the Website. You should also save and/or print out a copy of these Terms and Conditions for future reference.

2.3 Please also refer to our [Privacy Policy](#) to explain how we handle your personal data when you use this Website.

3 VARIATIONS

We may from time to time vary these Terms and Conditions without notice. Please check these Terms and Conditions regularly to ensure You are aware of any changes to their terms. If You continue to use this Website after changes are made to these Terms and Conditions, You will be deemed to have accepted such changes. If You do not agree to such changes, You should not continue to use this Website.

4 ACCESSING OUR WEBSITE

Access to our Website is permitted on a temporary basis and we reserve the right to withdraw or amend the service without notice. To the maximum extent permitted by law, we will not be liable if for any reason our site is unavailable at any time or for any period. You are responsible for making all arrangements necessary to access this Website. You are also responsible for ensuring that all persons accessing our Website through Your internet connection are aware of these Terms and Conditions.

5 RELIANCE ON INFORMATION POSTED

Commentary and other Materials posted on our Website are not intended as advice and should not be relied upon as such. To the maximum extent permissible by law, we disclaim all liability and responsibility arising from any reliance placed on such information.

6 LINKING TO OUR WEBSITE

You may link to our home page only, provided You do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. You must not link to our Website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not remove or obscure by framing or otherwise, advertisements, the copyright notice, or other information published on the Website. Our Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

7 VIRUSES, HACKING AND OTHER OFFENCES

7.1 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server,

computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of -service attack.

7.2 By breaching this provision, You may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use our Website will cease immediately.

7.3 To the maximum extent permissible by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of our Website or to Your downloading of any material posted on it, or on any website linked to it.

8 THIRD PARTY SITES AND CONTENT

8.1 Our Website and/or the Materials published or available for download on the Website may contain links to third party websites. These links are provided for Your information only, and if You decide to visit any third party site, You do so at Your own risk. We have no control over the content of those sites, and we are not responsible for the content, accuracy or opinions expressed in any third party websites linked from our Website, including, without limitation, any material that may be defamatory or unlawful or illegal in any way. Links do not imply that we or our Website is affiliated to or associated with such sites.

8.2 Your browsing and interaction on any other website (including without limitation websites which have a link to our Website), is subject to that website's own rules and policies.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 We are the owner or licensee of all intellectual property rights in our Website, and in all information, images and other content published on it ("Materials"). Those Materials are protected by copyright laws and treaties around the world. All such rights are expressly reserved to us or the respective licensors or ultimate copyright owners.

9.2 You may only view, print out and use the Website and the Materials on a single device for Your own personal, non-commercial use. Your use of the Website and Materials is subject to the following restrictions. You must not:

- (a) remove any copyright or other proprietary notices contained in the Materials;
- (b) use any Materials from the Website in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; or
- (c) reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this Website and/or the Materials in any way including for any commercial purpose, without our prior written consent.

9.3 You must not modify the paper or digital copies of any Materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

9.4 Our status (and that of identified contributors) as the authors of material on our site must always be acknowledged.

9.5 If You print off, copy or download any part of our Website in breach of these Terms and Conditions, Your right to use our Website will cease immediately and You must, at our option, return or destroy any copies of the Materials You have made.

10 OUR LIABILITY

10.1 Nothing in these Terms and Conditions shall affect Your statutory rights, and nothing in these Terms and Conditions shall exclude our liability for:

- (a) death or personal injury arising through negligence;
- (b) fraudulent misrepresentation; and/or
- (c) anything else that cannot be excluded or limited by us under Australian law.

10.2 To the fullest extent permissible by law:

- (a) we exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to this Website, the Materials and/or all products or services supplied by us in connection with this Website. In particular we do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. You must take Your own precautions in this respect;
- (b) we do not accept liability for any failure to maintain the Website and/or late or failed delivery of any Materials. We may suspend access to the Website periodically to carry out emergency or scheduled maintenance or for any other reason at any time;
- (c) we shall not be liable under these Terms and Conditions for any indirect, special, incidental or consequential damages or otherwise, even if advised of the possibility of such damages;
- (d) we shall not be liable under these Terms and Conditions for any technical malfunction in respect of using the Website or Materials, and cannot be held liable to provide any kind of technical support or advice in case of any such malfunction;
- (e) the Materials may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials;
- (f) we shall not be liable for any loss caused as a result of Your actions or inactions based on the Materials available on this Website.

11 LEGAL COMPLIANCE AND APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of Singapore. Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Singapore over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

12 CONTACT US

12.1 If You have any concerns or queries about material which appears on our Website please contact: promptingfeelings@rga.com.

12.2 Our postal address for correspondence is 40A Orchard Road, #05-01, Macdonald House, Singapore 238838.