

## LuxLexicon Terms of Use

### 1. Overview

- 1.1 These terms of use (“**Terms of Use**”) govern your visit to, use of and access to the offline stores and online stores through any websites, the [www.luxlexicon.com](http://www.luxlexicon.com) website, the social media pages or applications, and the sites and/or links located on the Instagram page @luxlexicon or @luxcollate (collectively, the “**Site**”) owned and/or operated by Luxury Lexicon Pte Ltd (“**LuxLexicon**” or “**we**” or “**us**” or “**our**”), a Carousell Group company and the Services (defined below) provided by LuxLexicon.
- 1.2 Please read these Terms of Use carefully before using the Site and/or Services (as defined below). By using and accessing the Site and/or Services, you agree to abide by and be legally bound by these Terms of Use, our [Privacy Policy](#), and the additional terms, conditions and policies referenced herein, provided to you, and/or available by hyperlink (collectively, “**Terms**”), and accordingly a legally binding agreement is formed between us and you (“**Agreement**”). Please do not use or access the Site and/or Services if you do not agree to any of these Terms.
- 1.3 The services provided by LuxLexicon (whether via the Site or otherwise) include, without limitation:
  - 1.3.1 an online re-commerce platform that facilitates consumer-to-consumer and business-to-consumer sale of second-hand or pre-owned luxury products, through the sale or consignment of products to LuxLexicon and the sale of products to buyers;
  - 1.3.2 an offline store located at 390 Orchard Road, #02-01/02 Palais Renaissance, Singapore 238871 that facilitates consumer-to-consumer and business-to-consumer sale of second-hand or pre-owned luxury products, through the sale or consignment of products to LuxLexicon and the sale of products to buyers;
  - 1.3.3 an authentication service as part of the sales and consignment service, to verify the quality and condition of second-hand or pre-owned luxury products; and
  - 1.3.4 all other related services provided by LuxLexicon and its agents and/or employees(collectively, the “**Services**”).
- 1.4 These Terms apply to all users of the Site and Services, including without limitation, users who are consignors, sellers, buyers, or contributors of content, information and other materials.
- 1.5 If you are using the Site and Services and/or entering into this Agreement on behalf of a corporation, partnership, registered business, society, unincorporated association, or other business entity (“**Business Entity**”):
  - 1.5.1 the terms “you” and “your” in these Terms shall mean you as an individual as well as the Business Entity, unless the context does not permit; and
  - 1.5.2 by using the Site and/or the Services, you hereby represent and warrant that you are duly authorised to act on behalf of the Business Entity, and that these Terms are binding upon the Business Entity.
- 1.6 If you believe a user on the Site is violating these Terms, please contact [legal\\_notices@thecarousell.com](mailto:legal_notices@thecarousell.com).

## **2. Licence**

- 2.1 Subject to your compliance with these Terms, we hereby grant you a revocable, non-exclusive, non-assignable, non-sublicensable, and non-transferable licence to use and access the Site and Services.
- 2.2 By using the Site and/or Services, you agree not to:
- 2.2.1 violate any relevant rule, law or regulation in connection with your access to or use of the Site and/or Services;
  - 2.2.2 solicit or be involved in the purchase or sale of counterfeit, stolen or illegal items, or solicit or commit any fraudulent transaction, or otherwise be involved in any form of criminal activity, including but not limited to terrorism financing and money laundering;
  - 2.2.3 use the Site and/or Services for any purpose other than the purposes for which they are provided by us;
  - 2.2.4 reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Site and/or Services;
  - 2.2.5 deliberately interfere with or hamper the working and performance of the Site and/or Services, or the access of any user, host, or network, including without limitation, hacking, transmitting any virus, overloading, flooding, spamming, denial-of-service attacks, or tampering with any aspect of the Site and/or Services;
  - 2.2.6 use cheats, exploits, hacks, bots, mods or third party software designed to gain an advantage, perceived or actual, over other users, or modify or interfere with the Site and/or Services;
  - 2.2.7 avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our authorised representatives to protect the Site, Services, and/or intellectual property owned by us, or attempt to do any of the foregoing;
  - 2.2.8 upload any material or otherwise act in any way that may potentially infringe any trademark, copyright, patent or other proprietary right of any party;
  - 2.2.9 modify, translate, or create derivative works based on any element of the Site or Services;
  - 2.2.10 modify, reproduce, adapt, or publicly distribute any materials or content on the Site without our prior written approval;
  - 2.2.11 collect, use, disclose or process personal data of other individuals unless you have obtained their express and valid consent; and
  - 2.2.12 attempt to obtain unauthorised access to the Site and/or the Services.
- 2.3 By using the Site and/or Services, you agree that:
- 2.3.1 any information and documentation you provide to us is true, correct and complete, and you agree to immediately notify us of any changes to such information;
  - 2.3.2 you will not falsify information, impersonate others or otherwise misrepresent your relationship with or authority to represent any persons or entities;
  - 2.3.3 you will comply with all notices, guidelines, rules and instructions pertaining to use of the Site and/or the Services as issued in writing by us from time to time;

- 2.3.4 any breach of these Terms may result in the suspension or termination of your Account (defined below) and right to use the Site or Services and possible legal action being taken against you;
- 2.3.5 subject to the provisions of the Personal Data Protection Act 2012 and our Privacy Policy, we have the right to utilise any files or data uploaded or submitted to the Site or through the Services in any way;
- 2.3.6 all products, packages, and promotions offered by us are exclusive to us; and
- 2.3.7 you have obtained all relevant and necessary consents before posting, providing, or submitting the personal data of third parties.

### **3. Account**

- 3.1 To use the Services and certain functionalities of the Site, you may be required to create an account on the Site or have a valid LuxLexicon account (“**Account**”). Where applicable, registration for an Account can be made at the LuxLexicon website [www.luxlexicon.com](http://www.luxlexicon.com). When you create an Account or use our Services, you represent and warrant that:
  - 3.1.1 If you are an individual, you are at least 18 years of age.
  - 3.1.2 If you are representing a Business Entity, you have authority to bind the Business Entity to these Terms.
  - 3.1.3 You are capable of entering into and performing legally binding contracts under applicable law.
  - 3.1.4 All information which you provide is accurate, up to date, truthful and complete.
- 3.2 If you are under 18 years of age, you may only use the Services with the consent of and under the supervision of your parent or legal guardian who shall be responsible for all your activities.
- 3.3 The Account-creator shall be deemed to have read and accepted these Terms as well as the Privacy Policy upon the creation of the Account.
- 3.4 You are solely responsible for, and bear the risk of, all activities carried out under or pursuant to your Account, whether or not such use is authorised by you. We shall not be responsible for controlling or monitoring the use of your Account, or for any losses that may be suffered by you or any third party as a result of any unauthorised use of your Account. To prevent any unauthorised use, you agree to take such actions as are necessary to maintain the security of your Account, including using a strong password, regularly changing your passwords, not re-using passwords across platforms, and keeping your password confidential.
- 3.5 The Account is non-transferable.
- 3.6 You agree to be solely responsible for all your online activities and communications conducted through your Account. You agree and acknowledge that we will deem all transactions entered into and activities conducted using your Account as transactions entered into and activities conducted by you, and you agree to be liable for all such transactions and activities. You agree that we will not be liable for any loss, damage, liability, claims, demands, fees, costs and expenses (including legal and professional costs and expenses) (collectively “**Loss**”) arising as a result of or in connection with the unlawful, fraudulent or otherwise wrongful or unauthorised use of your Account.
- 3.7 If you are aware of or have a cause for suspicion regarding any unauthorised use of your Account, or theft, loss, or unauthorised disclosure of your Account’s log-in details, you must notify us immediately at [contact@luxlexicon.com](mailto:contact@luxlexicon.com). We will investigate and respond to your notification within a reasonable

time and reserve the right to suspend your Account and/or reject the purchase or complete any transaction until the matter is resolved.

- 3.8 Any breach of these Terms by you may result in immediate termination or suspension of your Account without prior notification.
- 3.9 All outstanding transactions and amounts due to us must be settled before your Account is closed, whether such closure is initiated by you or by us.

#### **4. Services**

- 4.1 Products available for sale online through the Site will be displayed in an online listing, which may include photographs of the item, text descriptions, price, and other information ("**Listing**"). We reserve the right to amend, modify, revise, suspend or remove any Listing at any time in its sole and absolute discretion without notice, justification or liability to you.
- 4.2 Without limiting the foregoing, we shall have the right to remove any content or Listing:
  - 4.2.1 if we receive a complaint from another user; or
  - 4.2.2 if we receive a notification or allegation of intellectual property infringement or other legal instruction or request for removal; or
- 4.3 You agree that you must evaluate, and bear all risks associated with, the use of any information in a Listing, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such information.

#### **5. Buying with LuxLexicon**

- 5.1 All items that we offer for sale through the Site (each a "**Product**", collectively known as "**Products**") are items which are sold "as is", without any warranties express, implied or otherwise, and however arising.
- 5.2 When you purchase or submit an order to purchase a Product with us, you acknowledge and agree to the following:
  - 5.2.1 once your purchase order is accepted by us, no cancellation of the order is valid unless you receive our written communication permitting such cancellation;
  - 5.2.2 the Product has undergone our inspection and authentication process, which shall be for our own purposes and not intended to be relied on by you or any other third party;
  - 5.2.3 the inspection and authentication of the Product is performed independently by us and does not amount to any representation or warranty by us, whether express or implied, as to the authenticity, correctness of description, quality, merchantability, condition, state of repair and suitability or fitness for any particular purpose or use of the Product;
  - 5.2.4 the Site may include images of the Product, text descriptions, price, measurements, and other information. The colour of the Products as displayed on the Site may slightly differ from the actual colour, depending on lighting conditions and variances in computer screen displays. You understand and agree that there may be a difference of 0.5 to 1" difference for the measurements stated for each Product on the Site;
  - 5.2.5 Prices may not include delivery and handling charges and such charges (if any) will be separately notified to you;
  - 5.2.6 all existing defects and limitations of the Product known to us have been made known to you prior to your purchase;

- 5.2.7 title to the Product shall be transferred from us to you only upon full receipt of all amounts due and payable by you under these terms, regardless of whether you are in possession of the Product;
- 5.2.8 we make no representations or warranties, whether express or implied, including any warranty as to title, non-infringement, the authenticity, correctness of description, satisfactory quality, merchantability, condition, state of repair, or suitability or fitness for any particular purpose or use of the Product, and all such representations and warranties are excluded to the fullest extent permitted by applicable law;
- 5.2.9 we shall not be liable for any damages, loss, cost or expenses arising as a result of the use of or inability to use the Product or otherwise relating to the Product; and
- 5.2.10 to the fullest extent permitted by law, we shall not be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with your purchase of the Product.

5.3 You represent and warrant that:

- 5.3.1 If you are an individual, you are at least 18 years of age;
- 5.3.2 If you are representing a Business Entity, you have authority to bind the Business Entity to these Terms;
- 5.3.3 you have the full power and authority to enter into the purchase and to carry out the transactions contemplated by you;
- 5.3.4 you have taken all action necessary to authorise the execution and delivery of the purchase and performance of your obligations under these Terms;
- 5.3.5 the execution and delivery of the purchase by you, and your compliance with the terms hereunder, do not and will not (a) conflict with or result in a breach of any terms, conditions or provisions of; or (b) constitute a default under, any agreement, order, judgment, decree, obligation or instrument to which you are subject; and
- 5.3.6 all statements and particulars made or given to LuxLexicon are and remain true and accurate in all respects and are not misleading in any way.

5.4 Payment

- 5.4.1 You shall be liable for all fees, taxes, duties, tariffs, levies, and other costs and expenses related to or connected with the sale and transfer of the Product and any other incidental costs and expenses in relation thereto ("**Incidental Charges**").
- 5.4.2 Where we are required to pay for such Incidental Charges, you shall promptly reimburse us in full, before we transfer and deliver the Product to you.

5.5 It is hereby declared and agreed that:

- 5.5.1 where applicable, you have been given reasonable opportunity to inspect and examine the Product;
- 5.5.2 you have found the Product to be of merchantable and satisfactory quality, compliant with the Product details provided by us, in good and proper working condition and suitable or fit for the purpose for which such Product is commonly supplied;

- 5.5.3 you have not, whether expressly or by implication, made known to us or any of our agents or servants any particular purpose for which the Products are required. You confirm that you relied on your own skill and judgment and have not relied on our skill or judgment;
- 5.5.4 where you are not a natural person (i.e. where you are a company, partnership, limited liability partnership, sole proprietorship business or otherwise), you are entering into the purchase in the course of business and are not dealing as a consumer as defined under the Unfair Contract Terms Act 1977 and the Consumer Protection (Fair Trading) Act 2003; and
- 5.5.5 in the event you seek any relief or remedy in respect of any non-conformity of the Product pursuant to the Consumer Protection (Fair Trading) Act 2003 or any other applicable law, any reduction in the transacted value of the Product ("**Transacted Value**") or any refund of the Transacted Value or price thereof shall not prejudice or affect your liabilities to us under these terms and you shall remain liable for the full amount of any Incidental Charges as provided under these terms.

5.6 In addition to any right of lien to which we may be entitled, we shall be entitled to a general lien on all goods of yours in our possession (although such goods or some of them may have been paid) for the unpaid price of any goods sold and delivered to you by us under your purchase(s).

## 6. **Customer Orders**

- 6.1.1 A "**Customer Order**" means an order for Services, including a request to sell or consign a product to LuxLexicon, and a request to purchase a Product from LuxLexicon in accordance with instructions set out on the Site.
- 6.1.2 You agree that LuxLexicon may not process or accept a Customer Order for fulfillment in certain countries, as may be notified by LuxLexicon from time to time.
- 6.1.3 All Customer Orders are subject to the execution of additional agreements between you and us (whether in our own capacity or as an agent for a third party), in the form provided by us ("**Service Agreement**"). For the avoidance of doubt, Customer Orders are not deemed accepted unless and until the requisite Service Agreement(s) notified by us to you have been executed by all parties. Processing of payment for a Customer Order shall not in itself constitute acceptance of a Customer Order, provided that where a Customer Order is rejected, any payment made for such Customer Order shall be reversed or refunded by us.
- 6.1.4 We shall be entitled to decline to accept or reject any Customer Order in whole or in part without assigning any reason, or delay or defer fulfillment of any Customer Order in whole or in part due to any reason.

## 7. **Selling and Consigning with LuxLexicon**

- 7.1 You can contact us for the method and information on selling and/or consigning your items (each an "**Item**", collectively known as "**Items**") via our Site.
- 7.2 In contacting us via the Site, you agree and acknowledge:
  - 7.2.1 that the details of the Items as provided by you are true and accurate; and
  - 7.2.2 that (i) the personal information you provided are true and accurate (or if you are providing personal information of another person, you have the requisite authorisation and consent on that person's behalf to do so), and (ii) our employees, authorised agents, courier partner, representatives, or third parties providing services on our behalf ("**Personnel**") has your consent to contact you (per the details provided by you) to complete your selling and/or consigning journey with us.

- 7.3 By offering your Items for sale to us or for consignment with us, you warrant and represent that:
- 7.3.1 all statements and particulars made or given by you are and remain true and accurate in all respects and are not misleading in any way;
  - 7.3.2 you are the sole and rightful owner or the duly authorised representative of the rightful owner of all rights, title and interest in and has full authority to sell the Item, including for resale by LuxLexicon;
  - 7.3.3 the Item is not stolen property or property obtained in whole or in part through an offence involving fraud or dishonesty or or through criminal offence, and does not, in whole or in part, directly or indirectly, represent another person's benefits from criminal conduct;
  - 7.3.4 the Item shall be sold and/or delivered to us free and clear of all liens, encumbrances, security interests and other claims against title, unless otherwise agreed upon by us in writing;
  - 7.3.5 the Item is of merchantable and satisfactory quality, in good and proper order and suitable or fit for the purpose for which such Item is commonly supplied, and complies with the Item details provided by you; and
  - 7.3.6 the Item is authentic and does not infringe upon the intellectual property rights of any third parties.

## **8. Delivery**

- 8.1 Where applicable, any delivery method (including the time and date of delivery) shall be determined and agreed between you and LuxLexicon and the terms of such delivery shall be in accordance with the delivery service provider.
- 8.2 It is your responsibility to ensure the place of delivery and contact details for delivery are accurate. The time for delivery shall not be of the essence, and we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.
- 8.3 If you are not available to take delivery of your order, we may contact you via the contact details provided by you. We will attempt re-delivery and, in such case, you may be asked to contact the local courier or our customer service team to arrange for re-delivery.
- 8.4 If delivery of your order fails due to your unreasonable refusal to accept delivery, or if you do not accept delivery (after re-delivery attempts have been made), we may (without affecting any other right or remedy available to us), do either or both of the following:
- 8.4.1 charge you for any costs and expenses reasonably incurred by us; or
  - 8.4.2 cancel your order and not make available the Product(s) for delivery, whereupon we will notify you of such cancellation. In such a case, we will refund to you the money paid to us for your purchase via the same payment channel, less any applicable sums incurred by us (including re-delivery attempts and/or any administrative charges arising from such cancellation).

We reserve the right to invoice you all such costs incurred by us.

## **9. Returns and Refunds**

- 9.1 Products purchased from LuxLexicon are not eligible for returns or refunds. We do not provide refunds, exchanges, or returns due to change of mind. Accordingly, all sales of Products are final and conclusive.
- 9.2 We may, in exceptional cases, assess any request for returns or refunds on a case-by-case basis. You are responsible to inspect the Product upon receipt. Any issues encountered with the Product must

be reported to us within 24 hours of receipt. Reports outside of the stipulated timeframe will not be entertained or accepted by us.

9.3 Where we agree to your request for a return or refund, such Product must be unused, in its original condition, and with Product tags still attached and intact to be eligible for return or refund. We will not grant a refund if there is evidence suggesting that the Product has been used prior to its return to us.

9.4 It is your responsibility to ensure the Product returned to us is in the same condition as it was when received by you and packaged properly. We shall not be liable for any returned Product that was lost, delayed, or damaged in transit.

9.5 In the event we find the Product was returned to us in an unsuitable condition and/or the Product was not returned in accordance with the process set out in this Clause 9, we may at our discretion decide:

9.5.1 to accept the Product and where necessary, undertake cleaning or restoration to the Product. In such cases, you will be charged for all reasonable cleaning or restoration costs. We reserve the right to invoice you for all such costs incurred by us or to deduct these costs from any refund processed for the return. In cases where the Product cannot be restored to nearly its original condition after our cleaning or restoration efforts, we may still choose to accept the Product, provided you agree to a partial refund, as determined and adjusted by us according to the condition of the Product.

9.5.2 not to accept the Product or process your refund, and to return the Product to you, upon which you may be required to pay all reasonable costs incurred by us in returning the Product to you. We reserve the right to invoice you all such costs incurred by us.

In such a case, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result. If you fail to take delivery of the Product after three (3) attempted deliveries and despite our attempts to consult with you to repossess the Product, we reserve the right to sell, dispose, store or otherwise deal with the Product and all accompanying items in such manner as we may deem fit. It is hereby further agreed that in the event we incur any loss on the Product as a result of the resale or attempted resale of the Product pursuant to this Clause, such loss shall be made good by and recoverable from you as damages.

9.6 LuxLexicon's rights under Clause 9.5 are an addition to and not in substitution of any other payment or damages for which you may be liable under these terms, and without prejudice to any other rights and remedies available to LuxLexicon at law or in equity.

## **10. Payment Method**

10.1 LuxLexicon allows a buyer to make payment for purchase of a Product using bank transfer (for online purchases) or using bank transfer, cash, and credit card (for in-store purchases) and as may be amended from time to time. Where payment is by cash, LuxLexicon may carry out additional verification checks on the buyer. If you (as a buyer) refuse to provide us the necessary information for such verification checks or choose to withhold the information, LuxLexicon reserves the right to reject the purchase or complete the transaction.

10.2 Where you consign or sell your Item to LuxLexicon, the only acceptable payment method offered by LuxLexicon will be bank transfer. LuxLexicon does not accept cash payments.

## **11. Security**

11.1 LuxLexicon will deploy reasonable security precautions intended to protect against unauthorised access to any data stored by LuxLexicon in connection with your use of the Site and Services. LuxLexicon will exercise reasonable efforts to deploy corrections within the Site and Services for



security breaches made known to LuxLexicon. You may not circumvent or otherwise interfere with any user authentication or security of the Site and Services.

- 11.2 You acknowledge that, notwithstanding the security precautions deployed by LuxLexicon, the use of, or connection to, the Internet provides the opportunity for unauthorised third parties to circumvent such precautions and illegally gain access to the Site and Services and your data. LuxLexicon cannot and does not guarantee the privacy, security, integrity or authenticity of any information or data transmitted over or stored in any system connected to or accessible via the Internet or otherwise or that any such security precautions will be adequate or sufficient.

## **12. Amendments and Modifications**

- 12.1 LuxLexicon has absolute and unfettered discretion to:

12.1.1 make upgrades, changes, alterations, enhancements, and/or modifications to the Site and/or Services, including the development of new features, designs, user interfaces, functions and capabilities, updates, patches, maintenance, upgrades and/or the procurement of new releases of any software;

12.1.2 modify, change, update, or revise these Terms;

12.1.3 remove, discontinue, suspend, or terminate the whole or any portion of the Site or Services; and

12.1.4 impose restrictions on certain features or restrict your access to parts of or the entire Site or Services,

at any time and for any reason (collectively, the “**Changes**”).

- 12.2 LuxLexicon shall not be liable for any Loss arising as a result of or in connection with any loss of or interruption in your access to the Site and/or use of the Services due to any Changes.

- 12.3 Any amendments to these Terms will apply and take effect immediately at the time they are published on this Site. It is your responsibility to remain updated on any changes that may be made to these Terms, which shall be updated on this website from time to time. You shall be deemed to have accepted and affirmed the amended or modified Terms by your continued use of the Site and Services following any change to the Terms. LuxLexicon will not in any event be liable for any loss resulting from any amendment(s) or modifications to these Terms.

- 12.4 LuxLexicon shall be entitled to specify and update from time to time, the required configuration and specifications for hardware and software or the services of any third party service provider as it deems necessary or appropriate for your access and connectivity to the Site or the use of the Services, and you agree to comply with such initial and updated configurations and specifications at your own costs, failing which you may not be able to obtain access and connectivity to the Site and/or use the Services.

## **13. Intellectual Property**

- 13.1 Any and all intellectual property rights embodied in or relating to or used in connection with the Site, the Services and all materials and works comprised in or relating thereto, including without limitation:

13.1.1 all trade marks, service marks, logos, trade names, information, text, data, images, graphics, photos, links, maps, materials, data, software, music, audio-visual content, and/or other materials, produced and/or procured by LuxLexicon;

- 13.1.2 HTML, WML, Java, CGI scripts, JavaScript and/or all other forms of computer code employed in the design, creation and posting of the Site on the Internet, and all updates and derivative works thereto;
- 13.1.3 all computer programs, modules, algorithms and/or tools relating to the Site (including the source codes and the object codes, and all documentation, concepts, database, data and methodologies thereof);
- 13.1.4 the graphical user interfaces relating to the Site;
- 13.1.5 the compilation, collection, arrangement and assembly of all data, information and content on the Site;
- 13.1.6 all other information and content made available on the Site; and
- 13.1.7 any other proprietary designations or materials used in association with the Site and/or the Services,

(collectively "**LuxLexicon Materials**"), are the property of LuxLexicon, its licensors and/or its affiliates (each an "**Owner**") and are protected from unauthorised use, copying or dissemination by copyright law, trade mark law, designs law, patent law, international conventions, and other intellectual property laws. You agree and acknowledge that the use of the Site and the use of and access to any LuxLexicon Materials does not grant or transfer to you any rights, title or interest in relation to the Site or any LuxLexicon Materials.

13.2 You shall not in any way, without the prior written consent of the Owner:

- 13.2.1 copy in whole or in part any LuxLexicon Materials and/or the Site;
- 13.2.2 sell any whole or part of the LuxLexicon Materials and/or the Site to any third party;
- 13.2.3 copy, reproduce, publish, modify, adapt, upload, post, transmit, distribute, commercially exploit, reverse engineer, disseminate, broadcast, or circulate any whole or part of the LuxLexicon Materials and/or the Site (whether as paid, exclusive, non-shareable content or otherwise); or
- 13.2.4 breach any intellectual property rights arising from or in connection with the LuxLexicon Materials and/or the Site, including by altering or modifying any of the LuxLexicon Materials and/or the Site, causing any of the LuxLexicon Materials and/or the Site to be framed or embedded in another website, or creating derivative works from the LuxLexicon Materials and/or the Site.

13.3 LuxLexicon is committed to ensuring that Listings and other content on its Site do not infringe intellectual property rights ("**IPR**"). If you are an owner of IPR ("**IPR Owner**") or an agent duly authorised to act on behalf of an IPR Owner ("**IPR Agent**") and you believe that your or your principal's IPR have been infringed by any content on the Site, please notify LuxLexicon immediately at: [legal\\_notices@thecarousel.com](mailto:legal_notices@thecarousel.com). Only the IPR Owner or their IPR Agent (collectively, "**Complainant**") may file a notice of IPR infringement, and all notices must comply with **Clause 13.4**.

13.4 Notifications under **Clause 13.3** must include at least the following:

- 13.4.1 **Name and address of the Complainant:** for an individual, your full name and address. For an entity, please provide a copy of your company or business registration certification. If the Complainant is not resident in Singapore, an address for service in Singapore.
- 13.4.2 **Name and address of the IPR Owner** (if IPR Agent is the Complainant).

- 13.4.3 **Power of Attorney:** for an entity, please provide a copy of a valid power of attorney issued by your company authorising you to act on its behalf for IPR infringements.
- 13.4.4 **Proof of the relevant IPR:** please provide sufficient particulars to enable us to identify the IPR alleged to be infringed. In relation to registered IPR, please provide the registration certificate from the relevant authorities.
- 13.4.5 **Nature of the infringement:** a clear and complete identification of the allegedly infringing product and/or content, including the URL of the Listing or other identifying location of the allegedly infringing product and/or content, and a description of how you believe the product and/or content infringes your or your principal's IPR.
- 13.4.6 **Contact information:** the Complainant's e-mail address, telephone number and fax number (if any).
- 13.4.7 **Good-faith statement:** a statement by you that:
- (i) you have a good-faith belief that the use of the allegedly infringing product and/or content is not authorised by you, your agents, or the law;
  - (ii) the information in your notice is accurate;
  - (iii) you require us to remove or disable access to the alleged infringing product and/or content;
  - (iv) that you are the IPR Owner or authorised to act on the IPR Owner's behalf; and
  - (v) you agree to submit to the jurisdiction of the Singapore courts.
- 13.4.8 **Others:** any other materials that can support your notice.

## 14. Personal Data Protection

- 14.1 You will be required to submit personal data, payment and credit card information, delivery information and other data and information as may be required for us to register an Account, process your transactions and payments, conduct credit assessments and background checks, arrange for delivery and invoicing, provide the Services, provide Site administration, and related services (each a "**Permitted Purpose**"). By submitting such personal data and information, you consent to the collection, use, processing and retention of such personal data and information by LuxLexicon and its service providers for payment processing services, point-of-sale or inventory management services, warehousing and delivery services, and other services necessary for providing the Site and Services (collectively, "**Service Providers**"), as may be necessary for the Permitted Purposes applicable to each such Service Provider.
- 14.2 All information and personal data submitted by you or your authorised representative shall be subject to our Privacy Policy. LuxLexicon shall keep, and require the Service Providers to keep, such information and personal data confidential and not use the same for any purpose other than the Permitted Purposes, provided that LuxLexicon shall not be liable for any loss in the event of any unauthorised use or disclosure of such information or personal data by any of the Service Providers.

## 15. Indemnity

- 15.1 By using the Site and/or Services, you agree to indemnify, hold harmless, and defend us, our affiliates, officers, directors, employees and agents, to the fullest extent permitted by applicable law, from and against any and all Loss incurred, arising out of or relating to:
- 15.1.1 your access to, reliance on, and/or use of the Site, Services, and/or the LuxLexicon Materials;

- 15.1.2 any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms;
- 15.1.3 any actual or alleged violation of any third party right, including without limitation any intellectual property or data protection right;
- 15.1.4 your failure to comply with any applicable laws and regulations in connection with your use of the Site, Services, and/or the LuxLexicon Materials;
- 15.1.5 the sale or purchase of any products;
- 15.1.6 any claim that your use of the Site caused loss, damage, injury or death to a third party; and/or
- 15.1.7 any other liabilities incurred through your use of the Services including the Site.

15.2 The above indemnification obligation will survive the expiry or termination of this Agreement, and your use of the Site and/or Services.

## **16. Disclaimer of Warranties**

16.1 LuxLexicon is not affiliated, associated, authorised, endorsed by, or in any way officially connected with the brands it carries, any of its subsidiaries or affiliates. The brand names, marks and emblems are registered trademarks of the respective owners.

16.2 To the fullest extent permitted by applicable law and unless expressly agreed otherwise in a Service Agreement, LuxLexicon, its Service Providers, their respective affiliates, licensors, directors, officers, agents, and employees expressly disclaim all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other malicious, destructive or corrupting code, agent, program or macros.

16.3 LuxLexicon will use reasonable efforts to keep the Site and Services operational. However, you acknowledge and agree that there will be circumstances that may, from time to time, result in temporary interruptions or downtime, errors, or unavailability or limited availability of the Site and/or Services, including but not limited to routine or emergency support or maintenance, updates, upgrades or other development activity, and technical malfunctions of the underlying software, equipment, services or infrastructure.

16.4 Neither LuxLexicon nor any other Service Provider warrants uninterrupted use, operation, or availability of the Site, Services and/or any LuxLexicon Materials, or that your use of the Site and Services will be secure, timely, bug-free or error-free, free of viruses or other harmful components, or that any submission or transaction request you attempt using the Site or Services will be successful, uncorrupted, or completed within a reasonable amount of time or meet any performance or reliability standards. You will be solely responsible for any delay or loss of any kind that results from your access to, or use of, the Services, the Site and/or the LuxLexicon Materials.

16.5 LuxLexicon does not warrant, endorse, guarantee or assume responsibility for any third party information, materials, content, or any other product or service produced or provided by a third party, including courier or delivery services and other users of the Site. Consequently, LuxLexicon will not be responsible for any transaction between you and third party providers of third party products, and/or services, or for any acts or omissions of such third parties.

16.6 No advice or information, whether oral or written, obtained by you from LuxLexicon or any other Service Provider through or from the Services, will create any warranty regarding the Services that is not expressly stated in this Agreement.

16.7 You acknowledge and agree that:

- 16.7.1 your use of the Site and/or the Services, including, without limitation, your use of any LuxLexicon Materials or intellectual property owned by us, is at your sole risk;
- 16.7.2 the Site, Services, and all LuxLexicon Materials are provided on an "as is" and "as available" basis;
- 16.7.3 we endeavour to ensure, but does not guarantee, that the content displayed on the Site will be accurate or up to date and as such is not liable for any Loss suffered arising out of or due to your reliance on any information provided on the Site or through the Services;
- 16.7.4 we endeavour to ensure, but will not be able to ascertain, the quality or reliability of all materials and information posted on the Site and will not be held liable for any Loss suffered by you arising out of or due to any errors or inaccuracies on the Site;
- 16.7.5 we are not liable for any viruses, spyware, defects, errors, or malfunctions to computers that arise out of your usage of the Site;
- 16.7.6 we are not liable for any potentially offensive, illegal, infringing, objectionable or offensive text, images, photographs, content, or material posted by third parties during their use of this Site and/or the Services and that all information and materials (regardless of type and form) are the sole responsibility of the person from whom it originated;
- 16.7.7 we are not liable for any reliance on any information, opinions or views expressed by us on the Site;
- 16.7.8 there may be occasional errors in the use of the Site and the Services, and we are not liable for any loss to you that may arise as a result of those errors; and
- 16.7.9 the above disclaimers and limitation are required for us to provide you and other users with the full and complete Services requested and enable the Services to be provided to you.

## **17. Termination**

- 17.1 Notwithstanding any other provision in this Agreement to the contrary, we reserve the right, without notice or cause and in its sole discretion, to terminate this Agreement and/or any Account.
- 17.2 We reserve the right to cancel, terminate, and/or suspend your access to and use of the Site, Services, and/or your Account at any time at our sole and absolute discretion without notice or justification, and/or terminate this Agreement, including without limitation in the event of unauthorised or suspected unauthorised use of the Site and/or the Services, whether in contravention of this Agreement or otherwise. We reserve the right to consequently reject, cancel, or delete any sales, listings, promotions or other features associated with you and your Account.
- 17.3 Any suspension, termination or other action by us set out in these Terms will not limit any other remedies we may have against you at law or equity.

## **18. Effect of Termination**

- 18.1 Upon termination of this Agreement, the Services, or your Account, for any reason:
  - 18.1.1 you will lose all access to your Account, and to any content, materials or information relating to it. Subject to any requirement to retain your personal information under any applicable laws, we will have no obligation to maintain any information stored in our database related to your Account, or to forward any information to you or any third party;
  - 18.1.2 we will have no further obligation to provide the Services, and all licences and other rights granted to you under these Terms will immediately cease. We will not be liable to you or to any third party for such termination and cessation;

18.1.3 any and all accrued and outstanding amounts due from you to us shall immediately become due and payable.

18.2 Any suspension, termination or cancellation of this Agreement, the Site, Services, or your Account will not affect any of your obligations to us under these Terms which by their nature and context are intended to survive such suspension, termination or cancellation.

## **19. Limitation of Liability**

19.1 Subject to Clause 19.3 and to the fullest extent permitted under applicable law, under no circumstances shall we be liable for (a) any indirect, incidental, special, consequential, or exemplary Loss or damages, including, without limitation, damages for loss of profits, business, revenue, goodwill, anticipated savings, use, data, or other intangible losses (even if we have been advised of the possibility of such loss or damages), whatsoever or howsoever caused arising directly or indirectly in connection with or arising out of this Agreement; or (b) any direct losses:

19.1.1 resulting from your access to or use of, or your inability to access or use, the Site, Services or any LuxLexicon Materials;

19.1.2 resulting from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond our reasonable control, including but not limited to acts of God, communications failure, global positioning failure, theft, destruction, or unauthorised access to our records, programs, or services;

19.1.3 resulting from any act or omission of a Service Provider or any other third party; or

19.1.4 which may arise as a result of or otherwise howsoever in connection with any error, interruption, delay, failure or other technical breakdown or problem whatsoever and however caused of third party equipment, third party software, or third party firmware, or any other equipment, software, firmware or service of our third party service providers, or agents, including any Service Provider or any platform or facilities of such Service Provider, credit card or other payment method companies, banks and/or other third party providers (including without any limitation, telecommunication problems, power supply problems, Internet-related problems, problems with accessing, viewing, or hosting the Site, third party websites, problems with computer systems and information systems, third party problems, payment gateway problems, problems with FTP, POP, IMAP, SMTP, acts and omissions of customers and third parties) or caused by any emergency measure which may be taken by us in the event of any such failure.

19.2 Notwithstanding any other provision of this Agreement, our liability to you under or in relation to this Agreement or the performance of our obligations hereunder, for any and all causes of action in relation to the Site, Services or any LuxLexicon Materials, and this Agreement, shall not in any event exceed the total amount of fees and charges paid by you to us for the Services from which such liability arose.

19.3 Nothing in these Terms shall limit or exclude any liability for death or personal injury caused by our negligence.

## **20. General**

### **20.1 Notices**

20.1.1 Any notice, demand or other communication sent by us shall be sent to the contact details notified by you (including by email or by text messages via messaging platforms such as

WhatsApp), and you shall be responsible for ensuring that the contact details provided are correct and current.

20.1.2 Any notice, demand or other communication sent by us shall be deemed to have been received by you:

- (i) if by email, upon completion of transmission directed to the email address notified by you, unless we receive a non-delivery or error message indicating that the email was not successfully sent to the recipient's mailbox or mail server;
- (ii) If by text message, at the time of which it was sent.

## 20.2 **Entire Agreement**

20.2.1 This Agreement, including these Terms of Use, the Privacy Policy, any Service Agreement you enter into, and any other LuxLexicon terms referred to in this Agreement, constitutes the entire agreement between you and LuxLexicon in relation to your use of the Site and Services, and supersedes any prior agreements, undertakings, representations, and warranties in relation to the Site and/or the Services between you and us, whether written or oral.

## 20.3 **Illegality & Waiver**

20.3.1 If any provision of these Terms is held by any competent authority to be illegal, void or unenforceable under any applicable law, such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.

20.3.2 No failure or delay or partial exercise by us in exercising our rights, power or remedies under this Agreement shall operate as a waiver of that or any other right, power or remedy unless we have waived our rights, powers or remedies in writing.

20.3.3 No waiver of our rights, powers or remedies in respect of a breach of this Agreement by you shall be:

- (i) effective unless made in writing and signed by us;
- (ii) deemed to be a waiver of any subsequent breach of that or any other provision of this Agreement.

## 20.4 **Survival**

The provisions of these Terms that by their nature and context are intended to survive the completion of performance under, expiration or termination of this Agreement (including but not limited to indemnification, disclaimers, representations, and warranties) shall so survive such completion, expiration or termination.

## 20.5 **Governing Law & Jurisdiction**

This Agreement shall be governed by and construed in accordance with Singapore law and the parties hereby submit to the exclusive jurisdiction of the Singapore courts.

## 20.6 **Rights of Third Parties**

A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

***Disclaimer: We are not affiliated, associated, authorised, endorsed by, or in any way officially connected with the brands we carry, any of their subsidiaries or affiliates. The brand names, marks and emblems are registered trademarks of their respective owners.***

***LuxLexicon does not: (a) offer goods or services to, or monitor the behaviour of, United Kingdom and European Union data subjects; and (b) process and/or hold the personal data of data subjects residing in the United Kingdom and European Union.***

Effective: 6 June 2024