

KTM Website Terms of Use

IMPORTANT NOTICE:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THEM AND THAT YOU AGREE TO BE BOUND BY THEM.

BACKGROUND:

This website is owned and operated by King Time Marine (we/our/us/KTM), a company registered in Singapore, with registration number 201812449K at the following registered office 10 Anson Road, #29-05A International Plaza, 079903, Singapore.

This document sets out the terms between you and us under which you may access our website www.ktmcompany.com (<<website>>), whether as a guest, visitor or a registered user. <<Website>> means the website located at www.ktmcompany.com, any subsequent URL which may replace this website, and all associated URLs, micro websites and websites, which include www.ktmcompany.com.

<<You/your>> means you as a user of the Website. <<User>> means all users of this Website. We offer this Website, including all information, tools and services available from this Website, to you conditioned upon your acceptance of all the terms, conditions, policies and notices stated here.

Please read these terms of use carefully before you start to use the website. By using our website, you indicate that you accept these terms of use and that you agree to abide by them together with all policies listed at our website. If you do not agree to these terms of use, please refrain from using our website.

1. Definitions and Interpretation

In this Agreement, the following terms shall have the following meanings:

<<Content>>	means any text, graphics, images, audio, video, software, location data, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<<Third Party Content>>	Means Content that originates from parties other than KMT or its users, which is made available in connection with the Website;
<<Site Content>>	Means all of the Content that is made available in connection with the Website;
<<Service>>	Means collectively any online facilities, tools, services or information that KTM makes available through the Website either now or in the future;
<<System>>	Means any online communications infrastructure that KTM makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email

	links;
<<User/Users>>	Means you and/or any third party who accesses browses, subscribes, crawls, scrapes, or in any way uses the Website and is not employed by KTM and acting in the course of their employment;
<<You/Your>>	Refer to you, as a user of the Website;
<<Website>>	Means the website that you are currently using and any sub-domains of this site including all/any mobile applications that link to or reference these Terms unless expressly excluded by their own terms and conditions. The Website consists of public areas with unrestricted access and private areas with restricted access. Any reference to the Website is intended to apply to both areas;

2. Intellectual Property

2.1 All Content included on the Website, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of KTM, and is used under Licence by Agent and our affiliates or other relevant third parties. By continuing to use the Website, you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

2.2 Subject to sub-clause 2.3, you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by KTM.

2.3 Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

2.4 The Intellectual Property Rights subsisting in Third Party Content of any listings or products on the Website shall remain and belong to the owners of the said items unless it is expressly stated otherwise and these are not covered by any permission granted by these Terms and Conditions to use Content from the Website.

3. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of KTM or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

4. Links to this Website

Those wishing to place a link to this Website on other sites may do so only to the home page of the site www.ktmcompany.com. Deep linking (i.e. links to specific pages within the site) requires the express permission of KTM. To find out more, please contact us by email at info@ktmcompany.com.

5. Privacy & Cookies

5.1 Use of the Website is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference.

5.2 The Website places cookies onto your computer or device. Details of the cookies and your legal rights with respect to them are included in our Privacy Policy. By accepting these terms and conditions, you are giving consent to KTM to place cookies on your computer or device. Please read the information contained in the Cookies Policy prior to acceptance.

5.3 If you wish to delete cookies which have been placed, you should refer to your Internet browser's Help menu for instructions on how to do this.

5.4 You represent that you have read and understood our Privacy Policy. Note that KTM may disclose information about you to third parties if, in KTM's reasonable opinion, such disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply these Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on KTM or its associated or group companies; or (iv) protect KTM's rights, reputation, and property, or that of users, affiliates, or the public.

6. Disclaimers

6.1 KTM makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

6.2 No part of this Website is intended to constitute advice, and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

6.3 Whilst KTM uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

6.4 Whilst every reasonable effort has been made to ensure that all pricing and/or other information or representation of products or services and/or descriptions of products or services are accurate, KTM is not responsible for any variations from these descriptions.

6.5 KTM, despite its competence and careful choice of Contracted and authorised partners, cannot guarantee the total absence of inaccuracies in relation to the services they provide, and therefore does not carry any responsibility for any mistakes in the information that is provided about their services, as well as no responsibility in relation to any harm caused by the existence of such errors.

6.6 KTM are not responsible for the quality and security of any contracted services that they may use, and they carry no liability, as permitted by law, in cases where loss or damage is caused to any party.

6.7 KTM shall not be liable to the User for the quality and security of any communication channels used in relation to KTM, as well as for any loss or damage caused to the User as a result of using substandard or insecure communication channels.

7. Availability of the Website and Modifications

7.1 The Service is provided <<as is>> and on an <<as available>> basis. KTM gives no guarantee or warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law, KTM provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

7.2 KTM accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

7.3 KTM reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

7.4 KTM may modify the Terms from time to time. You understand and agree that your access to or use of the Site is governed by the Terms effective at the time of your access to or use of the Site. If we make material changes to these Terms, and if you have a user account, we will notify you by email or by posting a notice on the Site prior to the effective date of the changes. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Website after the effective date of modifications to the Terms indicates your acceptance of the modifications.

8. Use of Communications Facilities

8.1 When using the enquiry form or any other System on the Website or any other form of communication with KTM, you should do so in accordance with the following rules:

8.1.1 You must not use obscene or vulgar language;

8.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

8.1.3 You must not submit Content that is intended to promote or incite violence;

8.1.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;

8.1.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;

8.1.6 You must not impersonate other people;

8.1.7 You must not use our System for unauthorised mass-communication such as <<spam>> or <<junk mail>>.

8.2 You acknowledge that KTM reserves the right to monitor any and all communications made to us or using our System.

8.3 You acknowledge that KTM may retain copies of any and all communications made to us or using our System.

8.4 You acknowledge that any information you send to us through our System may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance, and we reserve the right to reject such terms and associated information.

8.5 In order to use the enquiry form and any other communication facility that may be available on this Website or which may be added in the future, you are required to submit certain personal details. By continuing to use this Website, you represent and warrant that:

8.5.1 Any information you submit is accurate and truthful; and

8.5.2 You will keep this information accurate and up-to-date.

9. Limitation of Liability & User Responsibility

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF KTM AND YOU ARE GIVING UP LEGAL RIGHTS BY AGREEING TO THESE TERMS. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE SEEK LEGAL ADVICE FROM A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION.

9.1 To the maximum extent permitted by law, KTM accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

9.2 Nothing in these terms and conditions excludes or restricts KTM's liability for death or personal injury resulting from any negligence or fraud on the part of KTM.

9.3 The Website is provided by KTM upon the strict understanding that your use of the site is at your absolute own risk and discretion. KTM makes no claim or promise about the quality, accuracy, or reliability of the Website, its safety or security, or the Website content. Accordingly, KTM is not liable to you for any loss or damage that may arise, for example, from the site's inoperability, unavailability or security vulnerabilities or from your reliance on the quality, accuracy, or reliability of any information, listings, ratings or reviews used on, found on or made available through the Website.

9.4 KTM makes no claim or promise with respect to any third party or any other businesses or advertisers listed on the Website and KTM is not liable for any loss or damage arising therefrom or thereby including, but not limited to, any actions or omissions.

9.5 KTM makes no warranties, whether express or implied as to the products or services listed on the Website or advertised thereon or offered by third parties on the Website; and no oral or written information or advice provided to you by a representative of KTM shall create a representation or warranty.

9.6 The only right and remedy you will have in case of any grievance, claim or dissatisfaction relating to the Website, the related services, or any other related matter shall be your right to terminate and discontinue access to, or use of the Website.

9.7 KTM's maximum aggregate liability to you for any losses or damages that you may suffer in connection with the Website or these terms shall be limited to the amount paid, if any, by you to KTM in connection with the Website in the 12 months prior to the action giving rise to liability, or £100 (one hundred pounds only), whichever is the greater sum.

9.8 KTM accepts no liability for any indirect, special, incidental, punitive, exemplary or consequential damages, loss of profits, costs, business interruption, reputational harm, or loss of information or data or any other financial loss or damage howsoever arising.

9.9 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

10. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

11. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

12. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and KTM.

14. Communications

14.1 All notices / communications shall be sent to us either by post to our Premises (see address above) or by email to info@ktmcompany.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day, and on the next business day if the email is sent on a weekend or public holiday.

14.2 KTM may from time to time send you information about our products and/or services. If you do not wish to receive such information, please tick the 'Unsubscribe' box in any email which you receive from us.

15. Viruses & Indemnity

15.1 KTM does not guarantee that the Website will be secure or free from viruses or bugs. You are responsible for configuring your computer, device, programs and platform in order to access the Website. You should use your own virus protection software.

15.2 You must not misuse the Website by actively or knowingly introducing viruses, Trojans, worms or other malicious material. You must not attempt to gain unauthorised access to the Website, the server on which it is stored or any computer or database connected with the Website, and you must not attack the Website in any way howsoever. Any such malicious act will be reported to the relevant law enforcement authorities and your identity shall be disclosed to the said authorities. You hereby agree to compensate,

indemnify and hold KTM harmless in respect of any loss, damage or third party claim arising out of any such malicious conduct or similar conduct as described in this Clause.