

Terms of Use

The following terms and conditions Terms of Use govern all use of the www.VaultDragon.com website (the "Site") and the services available on or at the Site (taken together with the Site, the "Service"). The Service includes "Storage Services" – by which User can have Vault Dragon arrange for the storage of User's property ("Stored Materials"). The Service is owned and operated by Vault Dragon Pte Ltd. ("Vault Dragon").

The Service is offered subject to your (the "User") acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by Vault Dragon (together, "Policies") – including, without limitation, Vault Dragon's Payment Policy and Terms and Conditions for Storage Services (collectively the Terms of Use and Policies are referred to as the "Agreement"). To the extent of any inconsistency between these Terms of Use and any such Policies, the Policy will prevail, unless expressly excluded.

1. ACCESS

1.1 Subject to the terms and conditions of this Agreement, the Service is provided solely for User's own personal use, and not for the use or benefit of any third party.

1.2 The User certifies to Vault Dragon that if the User is an individual, (i.e., not a corporation) the User must be at least 18 years of age. If the User is a corporation, it warrants that it has full power and authority to use the Services and be bound by this Agreement, and that it shall be responsible for all activity under its account.

1.3 The User also certifies that it is legally permitted to use the Service, and takes full responsibility for the selection and use of the Service. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

2. MODIFICATIONS

2.1 Vault Dragon reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Site, or by sending User a notice via email or postal mail. The User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by the User following such notification constitutes the User's acceptance of the terms and conditions of this User Agreement as modified.

2.2 Notwithstanding the foregoing, for Services for which the User is paying ,changes which have been as such stipulated shall take effect at the beginning of the next billing period.

3. MEMBERSHIP

3.1 In order to use the Storage Services, the User must either register (via the Site or the application available for download ("Application")) and become a subscriber ("Subscriber").

3.2 Where the User is an individual, each registration is for a single user only, and on registration, the User shall submit its name, email address by which he can be contacted and a password (collectively, your "ID"). Sharing of registered accounts and/or ID on the Site or Application, accessing the Site or Application through a single ID made available to multiple users on a network, and unauthorised use of another's ID is prohibited.

3.3 Where the User is a corporation, it must designate an administrator for its registered account who shall submit his name, a company email address and password (collectively also "ID").

3.4 In the event of inappropriate or unauthorised ID use, Vault Dragon reserves the right to cancel, restrict or suspend (for such period and on such terms, if any, as Vault Dragon deems fit or necessary) the User's registered account with, and/or access to, the Site without any liability whatsoever.

3.5 When registering to create an account, the User represents and warrants that all registration information submitted is accurate, truthful, complete and lawful. The User further warrants that it will maintain the accuracy of such information and update the information as and when necessary.

3.6 The User is solely responsible for all activity that occurs on the User's account, for all use of the Site by the User or anyone else using the User's ID, for preventing any unauthorised use of the ID and maintaining the confidentiality of the ID and keeping it secure. The User agrees not to use the registered account and/or ID of another user at any time or to disclose the User password to any third party. The User shall notify Vault Dragon immediately if there is reason to believe that there has been any breach of security; such as the disclosure, theft or unauthorised use of ID.

4. PAYMENT.

4.1 Payment shall be by any such methods as offered by Vault Dragon from time to time.

4.2 For payment by credit cards, Vault Dragon (or a third party engaged on its behalf) will save the User's credit or debit card information and use it for all future charges - which will automatically be charged to the saved card, unless the User notifies Vault Dragon through User's Site account page. Vault Dragon shall from time to time specify the type of credit cards accepted. Late fees may be assessed to the extent allowed by applicable law.

5. SITE CONTENT

5.1 The content on the Service, including without limitation, the text, abstracts, metadata, software, scripts, graphics, files, images, photos, sounds, music, videos, interactive features and the like (collectively the "Content") and the trademarks, service marks and logos (collectively the "Marks") contained therein, are owned by or licensed to Vault Dragon, subject to copyright and other intellectual property rights under the laws of the Republic of Singapore ("Singapore"), foreign laws and international conventions. Vault Dragon reserves all rights not expressly granted in and to the Service and the Content. The User shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any other purposes whatsoever any Content or Marks without the express prior written consent of Vault Dragon.

5.2 Vault Dragon grants to the User a limited nonexclusive, non-transferable, non-sub-licensable right solely to display and view the Content for personal, non-commercial use. If the User downloads or print a copy of the Content for personal use, the User must retain all copyright and other proprietary notices contained therein. Copying, using or storing any Content for other than non-commercial use is expressly prohibited without prior written permission from Vault Dragon or from the applicable copyright holder).

5.3 The User shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Site.

6. RESTRICTIONS

6.1 The User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service. Vault Dragon reserves the right to bar any such activity.

6.2 The User shall not attempt to gain unauthorised access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any Vault Dragon server, or to any of the services offered on or through the Service, by hacking, password "mining", or any other illegitimate means.

6.3 The User shall not probe, scan or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service. The User shall not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Service, or any other customer of Vault Dragon, including any Vault Dragon account not owned by User, to its source, or exploit the Service or any service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than the User's own information, as provided for by the Service.

6.4 The User shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Vault Dragon's systems or networks, or any systems or networks connected to the Service or to Vault Dragon.

6.5 The User shall not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person's use of the Service.

6.6 The User shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal which the User sends to Vault Dragon on or through the Service. The User shall not, in connection with the Service, pretend (e.g. through impersonation) that the User is any other individual or entity.

6.7 The User shall not use the Service or any Content for any purpose that is unlawful, or prohibited by this Agreement, or which infringes the rights of Vault Dragon and its affiliates.

7. THIRD PARTY SITES

7.1 The Site may permit the User to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. These other websites are not under Vault Dragon's control, and the User acknowledges that Vault Dragon is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Vault Dragon. The User further acknowledges and agrees that Vault Dragon shall not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance on any content, goods, information, or services available on or through any such website or resource.

8. WARRANTY DISCLAIMER.

8.1 THE SITE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTIES SHALL BE VOID TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

19. TERMINATION

19.1 Vault Dragon may terminate the User's access to all or any part of the Site at any time, with or without cause, effective upon notice thereof to User (provided that, if Vault Dragon determines there may be an immediate threat to Vault Dragon, it may terminate such access without notice). Upon termination notice from Vault Dragon, the User shall no longer be able to access (or attempt to access) the Site.

19.2 Notwithstanding the foregoing, if the User is a subscriber to the Storage Services, Vault Dragon may terminate this Agreement for any or no reason upon written notice to the User, provided that, Vault Dragon arranges for the Stored Materials to be delivered to the User. Such delivery shall be at Vault Dragon's expense, unless termination is due to the User's breach of this Agreement (in which case the User will be responsible for such costs).

19.3 The User may terminate this Agreement at any time by ceasing to use the services; provided that, if the User is a subscriber to the Storage Services, the User must terminate via the User's Site account page or by contacting support on the home page. Notwithstanding the User's termination, the User shall be obligated to pay Vault Dragon all fees for the calendar month in which termination occurs.

19.4 All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

10. EXPORT AND TRADE CONTROLS

10.1 The User agrees not to import, export, re-export, or transfer, directly or indirectly, any part of the Service or any information provided on or pursuant to the Service except in full compliance with all Singapore, foreign and other applicable laws and regulations.

11. INTERNATIONAL USE

11.1 Vault Dragon makes no representation that the Service is appropriate or available for use in the country, geographic area or jurisdiction where the User is located, and accessing the Service from

territories where any of the content accessed via the Service may be illegal is prohibited. The User is responsible for compliance with local laws when the User accesses and uses the Service.

12. PRIVACY

12.1 Vault Dragon's current privacy policy is available at the Site (the "Privacy Policy"), which is incorporated by this reference. Vault Dragon strongly recommends that the User reviews the Privacy Policy closely.

13. COPYRIGHT

13.1 Unless otherwise expressly notified by Vault Dragon, all intellectual property comprised in the Site and the Application, content, information or any other materials contained in or otherwise connected with the Sites, Application or any service is the exclusive property of Vault Dragon and or its licensor, including without limitation all copyright, patents, designs, trademarks, trade names, logos, goodwill, trade secrets, confidential information, computer programs, electronic circuit layout rights, and any other similar rights or form of intellectual property or rights of a proprietary nature ("Intellectual Property").

13.2 Nothing contained on the Site may be construed as granting, by implication, estoppel, or otherwise, any right or license to use, copy or imitate any marks without the prior written consent of the relevant owner. We reserve all rights not expressly granted in and to the marks.

14. ELECTRONIC COMMUNICATIONS

14.1 When the User visits the Site or send e-mails to Vault Dragon, The User is communicating with Vault Dragon electronically. The User hereby consents to receive communications from us electronically. Vault Dragon will communicate with the User by e-mail or by posting notices on the Site. The User agrees that all agreements, notices, disclosures and other communications that Vault Dragon provides to the User electronically satisfies any legal requirements that such communications be in writing.

15. WAIVER

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

16. ASSIGNMENT OF AGREEMENT

This Agreement is not assignable, transferable or sub-licensable by the User except with Vault Dragon's prior written consent. Vault Dragon may transfer, assign or delegate this Agreement and its rights and obligations without consent.

17. ENTIRE AGREEMENT

Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement and, except as otherwise provided herein, that all modifications must be in a writing signed by both parties.

18. INDEMNIFICATION

18.1 The User irrevocably indemnifies and holds harmless Vault Dragon from and against any and all claims, loss, damage, cost (including legal costs on a full indemnity basis), expense or liability to, by or of Vault Dragon or any other person arising from or in any way related to:

- (a) any act or omission by the User in breach of the Terms of Use or any of the Policies;
- (b) any use by the User, whether direct or indirect, of the Site, any Third Party Website or any other website;
- (c) any act or omission of the User in any way related to any other Users;
- (d) any negligence, breach of contract, or other wrongful or unlawful conduct of any kind by or on behalf of the User.

19. VAULT DRAGON CAN USE YOUR FEEDBACK

When the User sends Vault Dragon or the Site any feedback or suggestions about the Site or Vault Dragon's business, the User agrees that Vault Dragon can use and adapt any ideas, concepts, techniques, words or images contained in the feedback or suggestions for any purpose and without restriction or compensation. (if applicable)

20. RIGHT NOT TO REPLY RESERVED

The User shall also note that unless the User states accurately name, NRIC No. residential address, office address (if any), contact number and, where applicable, name of organisation and organisation's address and telephone number in emails to Vault Dragon, we may not reply subject to our reservation of not responding at all to any emails without having to assign any reason whatsoever.

21. CO-OPERATION WITH AUTHORITIES

Vault Dragon reserves the right to co-operate fully with any law enforcement authority in any jurisdiction in respect of a lawful direction or request to disclose the identity or other information about anyone posting materials which the authority claims violates any applicable law.

22. RELATIONSHIP OF PARTIES

Nothing in these Terms of Use shall constitute or be deemed to constitute an agency, partnership or joint venture between Vault Dragon and the User and neither party shall have any authority to bind the other in any way.

23. WAIVER

23.1 No waiver of any rights or remedies by Vault Dragon shall be effective unless made in writing and signed by an authorised representative of Vault Dragon.

23.2 A failure by Vault Dragon to exercise or enforce any rights conferred upon it by these Site Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

24. 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 (Cap. 53B) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

27. FORCE MAJEURE

27.1 No party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.

27.2 For purposes of this Agreement, a "Force Majeure Event" is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party's country or in the territory, and which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

28. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Singapore, as if made within Singapore between two residents thereof, and the parties submit to the exclusive jurisdiction of, and venue in, Singapore.

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Vault Dragon (<http://vaultdragon.com/>)