

Terms of Use

Last updated: [5 June 2020]

Through the website found at <http://www.voicesofasia.org> (“the **Site**”) of Voices of Asia Pte Ltd, a Singapore private limited company (No 201314231R, individually or collectively “**VOA**”, “**we**”, “**us**”, “**our**”) together with our proprietary internet web application (“**WeConnect**”), the provision of products and services to individually or collectively “**you**”, “**users**”, “**client**” and “**partner**” means the person or entity using the products and services on the Site and/or WeConnect.

These terms of use (“**Terms and Conditions**”) is a legally binding contract between each user and VOA regarding such users’ access. If you visit, use a service or functionality of WeConnect (the “**Services**”), or make purchases offered on WeConnect, you give your irrevocable acceptance and consent to be bound by these Terms and Conditions (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms and Conditions (on behalf of yourself or the entity that you represent). If you do not agree to these Terms and Conditions, please do not access or use the Services. The functionalities found on WeConnect can only be accessed via a user login account and are not available on the Site thereby not all terms contained here are applicable to the Site and should be considered accordingly.

Acceptance of Terms

VOA reserves the right to revise these Terms and Conditions at any time by updating these Terms and Conditions. Your continued use of WeConnect constitutes your acknowledgement and agreement to comply with such revisions, so please visit this page periodically for changes to the Terms and Conditions, VOA’s Privacy Policy, Guidelines, and other documents.

VOA utilises third-party technology providers, training/event providers and payment provider (currently PayPal), in connection with its provision of the Services. VOA is not responsible for third-party or payment provider content, actions, or inactions. These Terms and Conditions apply to the use of the Services and does not extend to any linked third-party applications. When users make use of one of the third-party services, including the services of payment provider, the terms and conditions of the third-party providers will govern.

Permitted and Prohibited Uses

As a user of WeConnect, you represent and warrant that: (a) You are 16 years of age or older; and (b) all information you provide to VOA is truthful, current, complete, and accurate and you will update the information to maintain its accuracy. VOA will not be held liable for any loss or damages due to non-compliance. Additionally, by using the Services, you understand and agree that your use of WeConnect and use or reliance upon any of the materials made available through the WeConnect is solely at your own risk. You may delete your WeConnect account at any time, for any reason, by following the instructions on WeConnect.

WeConnect IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 16. If you are under 16 years of age, do not use WeConnect.

Harassment in any manner or form on WeConnect, including via email, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a VOA or other licensed employee, host, or representative, as well as other members on WeConnect is prohibited. You may not upload to, distribute, or otherwise publish through WeConnect any content which is libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the WeConnect or use the WeConnect to solicit others to join or become members of any other commercial online service or other organization.

Usage and Monitoring

As a user of WeConnect, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your account or password. VOA reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion. While VOA has no obligation to monitor WeConnect and is not responsible for the content of any messages, information or files transmitted on WeConnect, VOA reserves the right to delete and take other appropriate action with respect to such messages, information or files with which VOA, in its sole and absolute discretion, deems objectionable or otherwise in violation of these Terms and Conditions. VOA further reserves the right, in its sole and absolute discretion and without notice, to deny access to WeConnect to anyone at any time.

If you do post or submit content of any nature, and unless indicated otherwise, you grant VOA a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media now known or hereinafter invented. You also grant VOA the right to use the name that you submit in connection with such content. You represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; that use of the content you supply does not violate any rights and will not cause injury to any person or entity; and that you will fully indemnify VOA for all claims of any nature resulting from content you supply. VOA respects the intellectual property of others. If you believe that your material has been copied in a way that constitutes copyright or trademark infringement, please notify us immediately.

Community Ethics

With regards to connection, communication and interaction/mentoring match, you need to abide by the following ethics within the mentoring community of WeConnect:

1. Conduct mentoring relationship in an ethical and professional manner and all parties are responsible for finding and creating a safe and comfortable environment.
2. Respect others' privacy at all times and the strictest level of confidentiality must be observed with your connections unless release of information is required by law.
3. You are mutually responsible with your connections for setting and maintaining clear, appropriate and culturally sensitive boundaries that govern all physical and virtual interactions.

4. Recognise and respect equality and diversity in the community and seek to ensure a respectful and inclusive approach which embraces and explores individual difference.
5. Acknowledge that other users have had diverse life experiences with very different perspectives, and welcome different opinions.
6. The mentoring match should not be used to exploit or seek to gain any inappropriate financial or non-financial advantage from the relationship.
7. Any mentoring relationship to be terminated if any conflict of interest arises or conflict arises which cannot be managed effectively.
8. Maintenance of agreed confidentiality of all information shared including safe and secure upkeep of records and data that complies with regulations regarding data protection and privacy.
9. Sexual harassment of any kind is strictly forbidden. "Sexual harassment" means any unwanted, unwelcome or inappropriate behaviours or communication of a sexual nature or physical advances in physical interactions.

Intellectual Property Rights

All content included on the Site and WeConnect, including but not limited to images, designs, text, all derivative rights thereof and underlying software and code is the property of VOA or its content suppliers and is protected by international copyright laws. You acknowledge and agree that your use of the Site and WeConnect in no way gives you a right, title, or interest in VOA's intellectual property. The Site and WeConnect with its various component parts are protected by copyright law, trademark law, trade secret law, and other laws related to the protection of intellectual property rights. You agree not to reproduce, adapt, upload to a third party, link to, frame, perform in public, distribute or transmit materials from the Site and WeConnect in any form by any process without the specific written consent of VOA.

If you provide VOA with any feedback or suggestions regarding the Site ("**Feedback**"), you hereby assign to VOA all rights in such Feedback and agree that VOA shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. VOA will treat any Feedback you provide to VOA as non-confidential and non-proprietary. You agree that you will not submit to VOA any information or ideas that you consider to be confidential or proprietary.

Warranty Disclaimer

The Site and WeConnect and the materials and products on the Site and WeConnect are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, VOA disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy of information. Whilst VOA takes great care to ensure the Services provided on WeConnect is of the highest standard, VOA does not represent or warrant that the functions contained in WeConnect will be uninterrupted or error-free, that the defects will be corrected, or that WeConnect or the server that makes WeConnect available are free of viruses or other harmful components. VOA does not make any warranties or representations regarding the use of the materials in this WeConnect in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

Limitation of Liability

To the maximum extent permitted by law, VOA and its officers, directors, employees, and agents shall not be liable to you or any third party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these Terms and Conditions or your use of, or inability to use, the functionalities on WeConnect or the performance of the products, even if VOA has been advised of the possibility of such damages.

Termination

These Terms and Conditions are applicable to you upon your accessing WeConnect and completing the registration for an account. These Terms and Conditions, or any part of them, may be terminated by VOA without notice at any time, for any reason. The provisions relating to Intellectual Property, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

VOA may deliver notice to you by means of e-mail, a general notice on WeConnect, or by other reliable method to the address you have provided to VOA. For contractual purposes, you (a) consent to receive communications from VOA in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that VOA provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing.

Applicable Laws

Your use of the Site and WeConnect shall be governed in all respects and construed in accordance with the laws of the Republic of Singapore without regard to the choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to the Site and WeConnect (including but not limited to the purchase of VOA products) shall be in the country of Singapore. Any cause of action or claim you may have with respect to VOA (including but not limited to the purchase of VOA products) must be commenced within one (1) year after the claim or cause of action arises. VOA's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. VOA may assign its rights and duties under this Agreement to any party at any time without notice to you.

Participation Disclaimer

VOA does not and cannot review all communications and materials posted to or created by users accessing WeConnect, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on WeConnect, VOA is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on WeConnect. However, VOA reserves the right to block or remove communications or materials that it determines

to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to VOA in its sole discretion.

Indemnification

You agree to indemnify, defend, and hold harmless VOA, its officers, directors, employees, agents and suppliers (collectively the "**Service Providers**") from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of these Terms and Conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person using the Site and accessing WeConnect using your internet account. VOA reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of VOA. VOA will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Third-Party Links

In an attempt to provide increased value to our users, the Site and WeConnect may be linked to sites operated by third parties. However, even if the third party is affiliated with VOA, VOA has no control over these linked sites, all of which have separate privacy and data collection practices, independent of VOA. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, VOA seeks to protect the integrity of the Site and WeConnect and the links placed upon them and therefore requests any feedback on not only our own sites, but for sites it links to as well (including if a specific link does not work).

Privacy Policy

Your use of this WeConnect constitutes your consent to the privacy policy of VOA.

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