

GENERAL TERMS AND CONDITIONS OF USE

1. Acceptance of terms and conditions

1.1. Save The Deals offers services enabling any user (“Members”) of the website www.savethedeals.sg (“Website”) to enjoy discounts and cash-back offers, to access to a range of information on e-tailers promotions and exclusive offers (“Service”) on products and services offered by certain Save The Deals merchants (“Merchants”).

1.2. These General Terms and Conditions of Use (hereinafter “Terms”) shall govern the conditions under which the Service are subscribed by a Member.

1.3. Any subscription to the Service, registration to the Website, request for information made by the Member on the Website as well any use of the Website whatsoever implies full and unconditional acceptance of these Terms.

1.4. Save The Deals reserves the right to update and amend these Terms at any time without notice, and the Member’s continued use of the Service following any changes shall be deemed to be an acceptance of such update or amendment. It is therefore the Member’s responsibility to check the Terms regularly for any update or amendment.

2. Legal notice

The company Eviano Digital S.L. located in Calle Diputación 256, 08007 Barcelona, acts as a provider of intermediation services. Notwithstanding the foregoing, both the management of the content and the edition of the Website correspond exclusively to the company Vertigo.com PTE Ltd, domiciled [137 Market Street](#), Levels 5, 6 & 15, Singapore 048943 and registered under the number 201313242D.

3. Customer service

For questions or information relating to these Terms or relating to the Service, the Member may contact the Save The Deals Customer Service by e-mail by clicking on the Website the “contact” link at the bottom of each page of the Website or by sending an e-mail to support@savethedeals.sg. The Customer Service officers will endeavour to answer any request within 24 hours on business days only but during busy periods, our customer service may take up to five working days to reply to e-mails.

4. Orders

4.1. Save The Deals is not the originator of any selected offers on its Website and does not act as a seller.

4.2. The Member wishing to subscribe to the Service must visit the Website or one of the mini-sites dedicated to one of the offers and click on the welcome offer he wishes to access to. He must then follow the instructions on the Website, accept these Terms, provide information on the requested items and click OK to validate the request. He is then redirected to a secure payment page. On this secure page, the Member must provide his credit card number linked to the account he wishes the monthly subscription to be charged on. The Member has the opportunity to check his order before confirming it. Once the subscription is validated by Save The Deals, the Member will receive an e-mail from Save The Deals to confirm his subscription to the Service.

4.3. Thereafter, Members will receive a weekly e-mail with “shopping” information, current offers by the e-tailers selected by Save The Deals, information on deals they can enjoy on the web, as well as information on best practices of e-shopping.

4.4. Members can also enjoy a “1 DOLLAR OFFER”. This “1 DOLLAR OFFER” is only available to Members and offered to a limited number of people. This offer will be mailed to all Members, four (4) times per month. Further details of the “1 DOLLAR OFFER” are found in Article 3 of the Special Conditions (as provided in Annex A).

5. Refund policy

If you change your mind about subscribing to our service after the free trial period, you can contact our customer care team and ask for a refund

You can contact us at the following:

Email : support@savethedeals.sg,

Hotline: +65 3158 8346

6. Member's representations and warranties

Each Member represents and warrants that:

- (i) he is an individual person above 18 years of age;
- (ii) he legally possesses the authority to create a binding legal obligation;
- (iii) the use of the Website shall at all times comply with these Terms; and
- (iv) he will create only one account for its personal use.
- (v) he does not own any account in another website managed by the company.

7. Price and terms of payment

7.1. Upon subscription to the Service, Members are entitled to a special introductory offer at one Dollar (\$1) which allows new Members to enjoy a 72-hour trial period of premium subscription to the Service and a special rebate offer.

7.2. Thereafter, unless the Member unsubscribes from the Service, the 72-hour trial period shall automatically become a paid monthly subscription and the Member will automatically be charged by Save The Deals the sum of \$34.90 incl. VAT. This charge will be automatically renewed each month unless the Service has been terminated in accordance with these terms.

7.3. The authorisation to debit the Member's bank account will be sent to the Member's bank on the day of registration on the Website, and will be valid for the coming months unless the Service is terminated in accordance with these Terms. The Member's order shall not be final until confirmation and agreement of the bank.

7.4. Save The Deals does not retain any credit card information of Members, in accordance with the applicable laws and regulations in force. The Website uses SSL (Secure Socket Layer) encryption to protect sensitive information provided by Members. The credit card numbers and expiration dates are not accessible by any third parties.

7.5. It is the Member's responsibility to ensure that the debiting of both the initial and monthly subscription fee will be honoured by the Member's bank. If for any reason any transaction is not approved by the Member's bank, Save The Deals may in its absolute discretion terminate the provision of the Service without prejudice to its other legal rights and remedies.

8. Termination

8.1. The Member may unsubscribe from the Service at any time and for any reason. In this case, he shall notify Save The Deals by sending an e-mail to the Customer Service at the following address: support@savethedeals.sg or by clicking on the tab "unsubscribe" on the Website. The termination of the Member will be confirmed by return mail.

8.2. The Service shall be terminated at the end of the then current subscription period, provided that the request is received by the Customer Service at least 48 hours before the end of the above mentioned subscription period. Upon termination, the Member will no longer have access to the Service and will no longer pay the monthly subscription fee. If the notification period (48 hours) is not met, the monthly subscription is renewed and the subscription fee for that month will become payable accordingly.

8.3. Termination of the Service shall not under any circumstances give rise to a refund of the subscription fees or the 1 dollars purchase paid to Save The Deals.

8.4. Save The Deals reserves the right to terminate the Services at any time and for any reason, subject to a notice period of fifteen (15) days.

Termination by Save The Deals will be notified to Members by e-mail sent to the address provided by the Member. Save The Deals may, at its sole discretion, reimburse the Member for his subscription fees, pro-rated for the portion of the unexpired term. The Member whose account is terminated by Save The Deals shall stop using the Service and will no longer receive information via e-mails.

8.5 Violation of any of the terms will result in the termination of the Member's account by SaveTheDeals without prejudice to its other legal rights and remedies.

9. Availability of the Website

8.1. Save The Deals reserves the right to modify and make improvements to the Website, whether technical, functional, aesthetic or otherwise. This may temporarily interrupt access to the Website. Access to the Website may also be temporarily interrupted for maintenance purposes. Save The Deals shall use its best efforts to notify Members of the interruptions at least 12 hours beforehand through posting a notice on the Website, unless such interruptions are urgently required.

9.2. In case of permanent closure of the Website, Save The Deals shall use its best efforts to notify Members at least one month beforehand, on the Website. Subscription fees accrued before the date of closure shall still be payable.

10. Disclaimer of warranty

The Service, the Website, its use, all contents therein, any products or services provided by Merchants shall be made available on a "AS IS" without any warranty of any kind, including without limitation all implied warranties of merchantability or fitness for any particular purpose.

11. Liability

11.1. Save The Deals, its subsidiaries, affiliates, Merchants, partners or third party content providers nor any of their respective employees, agents, directors, officers shall not be responsible or liable, in contract, in tort, under any warranty, or otherwise, for any direct, indirect, incidental, special or consecutive damage or loss, whatever its cause, nature or consequences, resulting out of or related to the access to or use of the Website, including (without limitation) any damages resulting from any interruption of the Website, the content, statements and other information contained therein, the products or services accessible or available through the Website, bugs, errors, virus or omissions contained in the information available on the Website. In no event shall Save The Deals's total aggregate liability arising out of or in connection with these Terms exceed the amount paid by the Member during the three months preceding the event giving rise to the liability, or S\$ 200, whichever is less.

11.2. Save The Deals facilitates the making of agreements between Members and Merchants, and is not itself a party to the contract or an agent for any party to any contract or agreement. Nothing expressly or impliedly represented in the course of provision of the Service shall be construed as an offer of, or an invitation to treat regarding goods and services supplied by Merchants.

11.3. Notwithstanding anything to the contrary in these Terms and without prejudice to the same, Save The Deals reserves any and all rights and benefits conferred under any agreement between a Member and any Third Party.

11.4. Links to websites operated by third parties (including Merchants) ("Third Party Websites") are provided by Save The Deals for information purposes only, and the inclusion of any link does not mean that Save The Deals approves the content of these Third Party Websites nor does it imply any association between Save The Deals and operators of such Third Party Websites. Save The Deals shall not be liable for any consequences that arise from Members accessing any link to a Third Party Website, including but not limited to viruses, content and accuracy of information or software malfunctions.

11.5. This is the Members responsibility to consult any charter on the protection of privacy posted on the Third Party Sites and their conditions of use and to comply with them.

11.6. The exclusion of liability under this Clause includes, but is not limited to representations relating to goods and services made by any Merchant on any Third Party Sites, whether fraudulent or otherwise. Save The Deals does not adopt the representations of any Merchant as its own. Members acknowledge that Save The Deals is not authorised to and does not make any representations made by or on behalf of Merchants.

12. General indemnity

The Member shall fully indemnify and keep indemnified Save The Deals, its subsidiaries, affiliates and their respective employees, agents,

directors, officers against any and all claims and expenses (including any legal costs and attorney's fees) brought or threatened to be brought against Save The Deals by any person and arising out of or in connection with the Service and/or the use of the Website.

13. Intellectual property rights

Any information, whether represented graphically, figuratively or in another form on the Website, including (without limitation) any logos, trademark, drawing, model, text, photograph, illustration, interface, software and any related intellectual property rights are the exclusive property of Save The Deals and/or Merchants or third parties (hereinafter collectively the "Elements"). Any unauthorised use (including, but not limited to, any copy) of the Elements is strictly prohibited. Nothing in these Terms shall imply any transfer of the property of the Elements.

14. Personal data

14.1. Any Members hereby agrees and acknowledges that Save The Deals may collect certain personal data concerning such Member, such as the Member's contact details.

14.2. Save The Deals will use such personal data for the provision of the Service, including for the purposes of transmitting information relating to orders to the Member and ensuring that the Member remains reachable.

14.3. Save The Deals may use any personal data provided by Members for the purpose of improving the Service, such as by processing it to increase the relevancy of offers to the Member. It may also send correspondence to inform Members of its services.

14.4. Members may request that Save The Deals refrains from processing their personal data in the manner set out herein. A Member must make such a request through email addressed to personaldata@savethedeals.sg. Save The Deals may continue collecting and processing such personal data as it deems reasonably necessary to provide the Service.

14.5. In compliance with the Personal Data Protection Act 2012 (PDPA), Members have the right to access, correct, or withdraw consent to the collection, use or disclosure of his personal data obtained by Save The Deals, subject to the relevant exceptions in the PDPA. Any Member may exercise this right by sending an e-mail to: personaldata@savethedeals.sg. Save The Deals reserves the right to charge a reasonable administrative fee for the exercise of this right.

14.6. Nothing in this Clause should be read as imposing any obligations upon Save The Deals that are more onerous than the restrictions under the PDPA.

15. Cookies

15.1. When the Member accesses the Website, one or more "cookies" may be automatically installed and temporarily saved on his computer. A cookie is a small file stored on the hard drive of the Member. Cookies do not contain data identifying the Member (such as by name) and are only intended to record information about the navigation on the Website (pages consulted, the date and time of visit, IP address, etc ...). The data collected may be used for the purposes set out in Clause 12, as well as for statistical purposes.

15.2. Save The Deals will take reasonable security measures to ensure that such personal data will not be disclosed to third parties without the Member's consent, unless such disclosure is expressly permitted under the PDPA, or when the disclosure is required to comply with any applicable law.

15.3. Any Member may refuse the registration of "cookies" by configuring its browser. Disabling cookies may be found in the options of the internet browsing software used. The Member is referred to the assistance provided with the browser for more information:

(i) If you are using Internet Explorer: [click here](#)

(ii) If you use Firefox: [click here](#)

(iii) If you are using Safari: [click here](#)

(iv) If you use Google Chrome: [click here](#)

16. Disputes and applicable law

16.1. These Terms are governed by and interpreted in accordance with Singapore law.

16.2. In case of any dispute arising between Save The Deals and any Member, the Member shall resolve the dispute amicably before initiating legal proceedings, by contacting the Customer Service of Save The Deals as soon as possible at the following e-mail address: support@savethedeals.sg or by phone: +65 6329 1467.

16.3. In case of failure of the amicable settlement, Members agree to the exclusive jurisdiction of the Singapore courts for all claims and disputes arising out of or in connection with these Terms or the breach thereof, whether sounding in contract, tort or otherwise. Any claim against Save The Deals arising from these Terms shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy of any other party.

16.4. The Member agrees to settle all disputes that he may encounter on the products and/or services offered and provided by the Third Parties directly with the Third Parties, and without involving Save The Deals.

16.5. The Member is informed that the search for a friendly solution does not affect the time limits for bringing about legal proceedings.

17. Entire agreement

These Terms constitute the full agreement between Save The Deals and the Member, and supersedes all previous understandings and agreements between the parties, whether oral or written. The Member hereby acknowledges that he/she has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in these Terms.

18. Non-assignability of benefits

Members may not assign any of the benefits of being a Member, whether conferred under any these Terms or otherwise, to any other person, whether legal or natural, without the prior written consent of Save The Deals.

19. Severance

If any part of these Terms should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term or condition shall be severed and the remaining terms and conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

20. Precedence

If there is any conflict or inconsistency between a term in the main part of these Terms and a term in the Special Conditions, the term in the main part of these Terms shall take precedence.

ANNEX A

Special Conditions

1. The special introductory offer at One Dollar (\$1)

For One Dollar (\$1), in addition to the 72-hour trial period, we propose to pay a rebate, under certain conditions specified from time to time in the Website, for a product that you have purchased from a list of products we have selected. Whatever the product purchased and whatever the price at which it has been purchased, the rebate is unique and is limited to \$35 incl. tax per new Member. Save The Deals strives to propose, in its list, only products that can be acquired for a value close to \$35.

To take full advantage of the special introductory offer, the Member must retain proof of purchase of the product that will be selected from the list and bought, and send us a copy within 30 working days of the date of registration to the Website at the following address: welcmeoffer@savethedeals.sg. Each proof of purchase can be used only once and for only one website managed by the company.

The Member must also attach to his e-mail, information about his PayPal account. Any incomplete application for rebate will not be processed.

From the moment Save The Deals is in possession of all the information necessary for the rebate of the Member in his PayPal account, the rebate is made within 30 working days.

A household can receive rebate only once and for only one of the products offered through this special offer.

The welcome offer is reserved only to new Save The Deals Premium Members residing in Singapore.

2. Cash-back offers and other discounts:

From the moment the Members subscribe to the Save The Deals Service, they have access to promotions.

Cash-back allows Members to receive rebate for part of the amount excluding taxes of some purchases made directly with partners of Save The Deals. The Member of Save The Deals must send to Save The Deals proof of the order and the payment in order to receive the "Cash-back" rebate amount contained in the offer concerned in the PayPal account.

In order to take full advantage of "Cashback" discounts which are presented by Save The Deals on the Website, Members must specifically follow these steps:

- Subscribe to Service-Save The Deals;
- Click on the link provided on the Website in the Member area to place orders directly from our partners.

Once the order is placed with our partner and within a maximum of 30 working days, the Member must submit a rebate request by e-mail to the following address: cashback@savethedeals.sg under the following conditions:

- The subject of the e-mail should be the e-mail address used for registration
- The message of the Member must include:
 - o the confirmation e-mail of the order and the payment confirmation from our partner.
 - o The address of the PayPal account of the Member so that Save The Deals can make the payment due for the cash-back.

(Note: if the Member wants to fully enjoy Save The Deals promotions, he must have a PayPal account. Save The Deals will make the rebate payments to clients exclusively via PayPal)

3. THE "1 DOLLAR OFFER"

In addition to Article 1 of these Special Conditions, we offer every 15 days, by e-mail to all our Members, an exclusive offer for One Dollar (\$1).

We propose to pay you a rebate, under certain conditions, for a product selected by our team. Members will receive via e-mail the presentation and description of this product.

Whatever the product purchased and whatever the price at which it has been purchased, the rebate is unique and is limited to \$35 per Member. Save The Deals strives to offer only products that can be acquired for a value close to \$35.

To take full advantage of the “1 DOLLAR OFFER”, the Member must retain proof of purchase of the product that will be bought, and send us a copy within 30 working days of the date of registration to the Website at the following address: weeklyoffer@savethedeals.sg. Each proof of purchase can be used only once and for only one website created by the company.

The Member must also attach to his e-mail, information about his PayPal account. Any incomplete application for rebate will not be processed.

From the moment Save The Deals is in possession of all the information necessary for the rebate of the Member in his PayPal account, the rebate is made within 30 working days.

A household can receive rebate only once and for only one of the products offered through this “1 DOLLAR OFFER”.