

Proccoli Terms of Use and User Agreement

For Proccoli Pte Ltd (Company Registration Number 202009291K), a private limited company with HQ in Singapore and having its registered office at 8 Somapah Rd, #01-310, SUTD Entrepreneurship Centre, Singapore 487372.

Thank you for visiting our website or app and using our platform and service, Proccoli. By accessing and using our website and related services, you shall be deemed to have accepted to be legally bound by these Terms of Use. If you do not agree to these Terms of Use, please immediately cease use of our services.

General

1. These Terms of Use may be changed from time to time. Changes will be posted on this page and your use of our services after such changes have been posted will constitute your agreement to the modified Terms of Use and all of the changes.

Proprietary Rights

2. The materials located on this website or app including all information and the software programs (the Contents), are protected by copyright, trademark and other forms of proprietary rights. All rights, title and interest in the Contents are owned by, licensed to or controlled by Proccoli.

Restrictions on use of Materials

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4. Modification of any of the Contents or use of the Contents for any other purpose will be a violation of Proccoli's copyright and other intellectual property rights. Graphics and images on this website or app are protected by copyright and may not be reproduced or appropriated in any manner without written permission of Proccoli.

Disclaimer of Warranties and Liability

5. The Contents of this website or app are provided on an "as is" basis without warranties of any kind. To the fullest extent permitted by law, Proccoli does not warrant and hereby disclaims any warranty:
 - a. as to the accuracy, correctness, reliability, timeliness, non-infringement, title, merchantability or fitness for any particular purpose of the Contents provided on this website or app;
 - b. that the Contents available through this website or app or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that this website or app and the server is and will be free of all viruses and/or other harmful elements.
6. Proccoli's liabilities in connection with or arising out of the provision of Proccoli services or of our merchant parties are limited to the fees (if any) the user has paid to Proccoli for Proccoli services in the twelve (12) months prior to the act that gave rise to such liabilities, whether or not the user has been advised of the possibility of such damages.

7. Any provision of compensation to our users, or any failure or delay to exercise any rights, or partial exercise of any rights shall be on a goodwill basis. They shall not be deemed an admission of liability or a waiver or restriction of any right or remedy or warranty provided.
8. Proccoli shall not be liable for any other damage or loss of any kind caused as a result (direct or indirect) of the use of the website or app, including but not limited to any damage or loss suffered as a result of reliance on the Contents or services contained in or available from the website or app.

User-Provided Information

9. As Proccoli does not completely control or pre-screen the information that is submitted, uploaded, posted, emailed, transmitted or otherwise made available by users through or on this website or app (User-Provided Information), you understand that you may be exposed to User-Provided Information that is offensive, indecent, defamatory or objectionable. Proccoli shall not be held liable, regardless of the form of action, for any damages, losses, costs, expenses, liabilities or compensation whatsoever (whether direct, indirect, special or consequential or economic loss and whether foreseeable or not) arising from or in connection with the or referable to the access and/or use of this website or app by other users that is beyond its reasonable control.
10. You shall not use our website or app:
 - a. in violation of any applicable law or for the commission of any improper purpose or civil wrong;
 - b. in a manner that is harmful to the interest of another user or other persons or is likely to cause annoyance to other users or persons;
 - c. to interfere with or disrupt the website or app or servers or networks connected to them, or disobey any requirements, procedures, policies or regulations of networks connected to them; or
 - d. to collect or store any personal data of any other user.
11. Proccoli reserves the right to delete, disallow or move any User-Provided Information from the website or app, which in Proccoli's view, violates any of the terms of these Terms of Use, or is otherwise objectionable.
12. Proccoli may preserve all or such part of any User-Provided Information as it sees fit, and may also disclose all or any part of such content to any person or organization if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) perform the services for which such User-Provided Information is provided; (b) comply with legal process; (c) enforce these Terms of Use against any user of this website or app; (d) investigate and respond to claims that any content violates the legal rights of any party; or (e) protect the legal rights, property, and/or personal safety of any party.

Privacy Policy

13. When you use the Proccoli platform and services, we may be request or collect personal or business information, including but not limited to information regarding the business, management or structure of your business that is not public knowledge, or information about the services you use and how you use them. This information, including User Provided-Information, shall be collected only as necessary for the adequate performance of the contract between you and us, to enable us to comply with legal obligations, or given our legitimate interest in being able to provide and improve the functionalities of the Proccoli platform and services.

14. Proccoli may collect information, including personal information, that others provide about you when they use Proccoli platform and services, or obtain information from other sources and combine that with information we collect through the platform and services. We do not control, supervise or respond for how the third parties providing your information process your Personal Information, and any information request regarding the disclosure of your personal information to us should be directed to such third parties.
15. Proccoli shall make best efforts to protect all information, including User-Provided Information against unauthorized access, loss, destruction, or alteration. If you know or have reason to believe that your information has been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Proccoli account, please contact us.
16. We may use, store, and process all information to (1) provide, understand, improve, and develop the Proccoli platform and services, (2) create and maintain a trusted and safer environment (such as to comply with our legal obligations and ensure compliance with our policies) and (3) provide, personalize, measure, and improve our advertising and marketing.
17. To help facilitate bookings or other interactions between you and other users, we may need to share certain information, including personal information, with other users, as it is necessary for the adequate performance of our services and the contract between you and us.

Right of Access

18. Proccoli reserves all rights to deny or restrict access to this website or app to any particular person, or to block access from a particular Internet address to this website or app, at any time, without ascribing any reasons whatsoever.

Links from this website or app to other web sites

19. This website or app may contain hyperlinks to web sites which are not maintained by Proccoli. Proccoli is not responsible for the contents of those web sites and shall not be liable for any damages or loss arising from access to those web sites. Use of the hyperlinks and access to such web sites are entirely at your own risk.
20. Hyperlinks to other web sites are provided as a convenience. In no circumstances shall Proccoli be considered to be associated or affiliated with any trade or service marks, logos, insignia or other devices used or appearing on web sites to which this website or app is linked.

Severance

21. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

Governing Law

22. These Terms of Use shall be governed and construed in accordance with laws of the Republic of Singapore.