

## MEMBERS CLUB Terms & Conditions

1. MEMBERS CLUB account (Member Account) is strictly country and area specific and the Site (as defined below) is targeted at members in Singapore. In order to become a member, you must sign up on this [webpage](#) or OMRON connect Cloud on OMRON connect App.
2. Member Account is available only to natural persons and not juridical persons. One Member Account is allowed per person. Your Member Account will be effective when you register an account and verify your email via the verification link communicated to you via email.
3. Use of your user ID is expressly limited to you and you may not transfer your Member Account to any other party, whether temporarily or permanently. You agree to bear sole responsibility for all use of your Member Account and for the confidentiality of your password. OMRON will suspend access or change access to your Member Account upon notification by you through e-mail to OMRON that your password has been lost, stolen or otherwise compromised.
4. Only members may access the services and contents available on the member site ("Site"). You shall ensure that your user ID and password are kept in a secure and confidential manner, and you must not permit its release to third parties. You are solely responsible for maintaining the confidentiality of your Member Account user ID and password.
5. You hereby agree to:-
  - (a) be solely responsible for and take all such measures and steps to maintain and protect the confidentiality of your password (including but not limited to changing your password from time to time);
  - (b) take all such measures and steps to prevent any unauthorised use of your user ID and Member Account;
  - (c) taking all such measures and steps to prevent publication of your password;
  - (d) be solely responsible for any and all activities which occur and/or any and all messages, information and other materials furnished, created and/or posted under your user ID;
  - (e) immediately notify OMRON if you become aware of or have reason to believe that there is any unauthorised use of your Member Account user ID, passwords or other security information or any other breach of security, to co-operate with OMRON in all such security investigations and to indemnify, defend and hold harmless OMRON for any liability or expense arising from such use or misuse.
6. You are responsible for any and all activities and transactions performed through your Member Account user ID on the Site. Any transaction or use of the Site under your Member Account user ID which is authenticated by your password shall be deemed to be on your behalf or as your agent, with due authorization from you at all times. Any transaction made on the Site using any of your user ID and password and through your user ID shall be deemed to be binding on you. Use of the Site by any unauthorized personnel is prohibited. OMRON cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.
7. You are required to provide information about yourself for registration or otherwise which is complete and accurate. You may update the information online from time to time.
8. You must promptly inform OMRON of any: (1) breaches of security, including loss, theft, or unauthorised disclosure or use of your user ID or password; or (2) changes in your e-mail address. Until OMRON receives notice of a breach of security, you will remain liable for any unauthorised use charged to your user ID.

9. You acknowledge and represent that: (a) you are not younger than 13 years old; or (b) where you are younger than 13 years old, that you have obtained the consent of one or both of your parents or of your legal guardian, in respect of your use of the Site and your Member Account user ID.
10. You acknowledge and agree that your use of the Site as a member shall be governed by these Members Club Terms and Conditions ("Terms and Conditions"). OMRON may terminate and delete your Member Account or take any other actions it deems in its sole and absolute discretion necessary and/or appropriate, if it believes, in its sole and absolute discretion, that you commit any breach of these Terms and Conditions.
11. You agree to abide by and comply with a separate set of terms and conditions in respect of any purchase of Products by you arising out of or in connection with your use of the Site.
12. You also agree to abide by and comply with the following:-
  - (a) Terms of Website Use and the Privacy and Cookie Policy, if you log in to your Member Account via OMRON website; or
  - (b) OMRON connect End-User License Agreement and Privacy Statement, if you log in to your Member Account via OMRON connect.
13. In the event of termination of your Member Account for any reason, you will remain obligated not to violate the rights of any person or entity with respect to any materials you may have downloaded from the Site.
14. All areas and portions of the Site are considered public and, as such, there is no expectation of privacy or confidentiality. OMRON reserves the right to maintain, and make use of, chat logs, and any other means that it deems in its sole and absolute discretion necessary and/or appropriate, to ensure that members of the Site are complying with these Terms and Conditions and the Terms of Website Use or the OMRON connect End-User License Agreement.
15. The Member Account and all services, content and information contained on the Site are provided on an "as is" and "as available" basis. OMRON disclaims all representations and warranties of any kind, whether express or implied, including but not limited to, representations and warranties about the accuracy, completeness, or suitability of any purpose of the services, content and information on the Site, or the future availability of the Member Account and/or such services, content or information on the Site. It reserves the right to modify, suspend or discontinue any content or services on the Site and/or Member Account at any time, for any reason, without any advance notice.
16. You agree to indemnify and hold OMRON, its parents, subsidiaries, content providers and their officers and employees, harmless from any claims and expenses, including reasonable legal expenses, arising out of or in connection with your violation of these Terms and Conditions, including any abusive or unlawful behaviour on the part of you or anyone using your Member Account user ID or password, and / or the infringement of any intellectual property or other right of any person in connection with your use of any portion of the site or your Member Account user ID.
17. OMRON reserves the right in its sole and absolute discretion to modify without prior warning or notice these Terms and Conditions. You agree that your continued use of the Site after such

modification shall constitute an affirmative acknowledgement by you of the modifications and agreement by you to abide and be bound by such modifications.

18. If your Member Account is deleted (including if you delete your own account by mistake), OMRON will be unable to restore the deleted Member Account or the information.
19. Your rights under these Terms and Conditions (including the right to use your Member Account) may not be assigned, transferred, leased to, or inherited by, any third party.
20. To the maximum extent permitted by law, OMRON shall not be liable for all direct, indirect, special, punitive, incidental, consequential losses or damages incurred or suffered by any user in connection with the Member Account and/or the Site, or in connection with the use, inability to use or results of the use of the services, contents and information contained on the Site, including without limitation to loss of data, injury or death, loss of income or revenue, deterioration of health condition, loss of opportunity for medical treatment or diagnosis, loss or damage caused to your device, and/or loss or damage caused by your reliance and use of any third party content or services on the Site, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
21. These Terms and Conditions are governed by the laws of the Republic of Singapore. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator to be appointed by the chairman of the SIAC. The language of the arbitration shall be English.