

## **TERMS OF USE**

The Terms and Conditions of Use set forth herein apply to this website of **Legrand (S) Pte Ltd** (“**LEGRAND**”) and/or any other Web sites owned, operated, licensed, or controlled by or linked to **LEGRAND**, whether in the Republic of Singapore or otherwise and from time to time.

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEB SITE OR ANY LEGRAND WEB SITE.**

### **ACCEPTANCE OF TERMS OF USE**

By using this Web site or any other Web site owned, operated, licensed, or controlled by or linked to **LEGRAND** ("**LEGRAND Web site**"), you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the site. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of this site or any other **LEGRAND** Web site following the posting of changes to these terms will mean you accept those changes.

### **WEBSITE MATERIAL**

Although **LEGRAND** makes every effort to provide reliable content, and despite the care taken in the wording of the text and publishing of photographs, some errors may be found in the information given on this website. Under no circumstances shall **LEGRAND** be held liable for direct or indirect damage resulting from accessing the website or using the information contained therein (e.g.: errors, omissions, inaccessibility, data loss, damage, destruction or viruses liable to affect the user's I.T. equipment). Therefore, the user accepts to use this information under his/her sole liability and is invited to make any necessary checks.

### **RESTRICTIONS ON USE OF MATERIALS**

Modification of the materials or use of the materials for any other purpose is a violation of **LEGRAND**'s and/or any other party's copyright and other proprietary rights. For purposes of these terms, the use of any such material on any other Web site or networked computer environment is prohibited. All **LEGRAND** trademarks, service marks, and trade names are proprietary to **LEGRAND**.

**LEGRAND** group owns, reserves and retains all property rights, particularly intellectual property, including copyright for this **LEGRAND Web site** and the information contained therein. The brands cited on this **LEGRAND Web site** are not exhaustive and are registered trademarks. All the patents, logos, texts, page layouts, visuals, photographs, graphics, icons and any other distinctive items contained in the pages of this website are the exclusive property of Legrand and/or such other legal brand owner(s). Any representation or reproduction, in part or in whole, for collective use, on any medium or using any process, is strictly prohibited without written permission from Legrand and/or such other legal brand owner(s) or the assignees or successors thereof. Any breach of this copyright and/or any other intellectual property rights would thus constitute infringement sanctioned by law.

### **JURISDICTIONAL ISSUES**

Unless otherwise specified, the materials in the **LEGRAND** Web site are presented solely for the purpose of promoting publications and other products available in the Republic of Singapore, France and any other country. The **LEGRAND** Web sites are controlled and operated by **LEGRAND** from its

offices within the Republic of Singapore. LEGRAND makes no representation that materials in any LEGRAND Web site are appropriate or available for use in other location other than the Republic of Singapore. Those who choose to access any LEGRAND Web site from other locations outside of the Republic of Singapore do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

#### **TERMINATION.**

These terms are effective until terminated by either party. You may terminate these terms at any time by destroying all materials obtained from the LEGRAND Web site and all related documentation and all copies and installations thereof, whether made under these terms or otherwise. These terms will terminate immediately without notice from LEGRAND if in LEGRAND's sole discretion you fail to comply with any term or provision of these terms. Upon termination, you must destroy all materials obtained from the LEGRAND Web site and all copies thereof, whether made under the terms of these terms or otherwise.

#### **DISCLAIMER**

THE MATERIALS IN THE LEGRAND Web site ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, LEGRAND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LEGRAND DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR ANY OTHER LEGRAND Web site OR THE SERVER(S) THAT MAKES THE LEGRAND WEB SITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEGRAND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS WEB SITE OR ANY LEGRAND WEB SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT LEGRAND) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

#### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL LEGRAND BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THE LEGRAND Web site, EVEN IF LEGRAND OR A LEGRAND AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL LEGRAND TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE OR ANY OTHER LEGRAND Web site.

#### **NOT LEGAL/TECHNICAL ADVICE.**

The information contained at this LEGRAND Web site has been prepared by LEGRAND as a service to its readers and the Internet community and is not intended to constitute technical advice. LEGRAND has used reasonable efforts in collecting, preparing and providing quality information and material, but does not warrant nor guarantee the accuracy, completeness, adequacy or currency of the information contained in or linked to the LEGRAND Web site. Users of information from this LEGRAND Web site or links do so at their own risk.

## **LINKS TO OTHER WEB SITES AND SERVICES.**

To the extent that this LEGRAND Web site contain links to outside services and resources, LEGRAND does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

These links are provided to users of the **LEGRAND Web site** as a service. The decision to activate the links is solely up to the visitor of the **LEGRAND Web site**. Please note that non-affiliated websites are subject to their own terms of use.

## **JURISDICTION AND LAW**

These terms shall be governed by and construed in accordance with the laws of the Republic of Singapore. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the Court of the Republic of Singapore and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## **COOKIES**

This Legrand Web site may use cookies, placed on your computer exclusively for the purpose of permitting or making your use of the Web site easier, or strictly necessary for the performance of the service requested. You may refuse the use of cookies by selecting the appropriate settings on your browser. However please note that if you do this you may not be able to use the full functionality of the Legrand Web site.

In order to provide our visitors with a better service, and thanks to the use of AT Internet solutions, LEGRAND is measuring the number of page views, the number of visits, the different actions performed by visitors on the LEGRAND Web site, and the number of times visitors return to the site. If you do not wish to be audited on the LEGRAND Web site, please go to the following AT Internet web page that provides further information on [respecting private data](#) and follow the procedure that is available there.

This Web site uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer, to help the LEGRAND Web site analyze how users use the site. The information generated by the cookie about your use of the Web site (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Web site, compiling reports on Web site activity for Web site operators and providing other services relating to Web site activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on

Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of the LEGRAND Web site. By using this Web site, you consent to the processing of data about you by Google in the manner and for the purposes set out above.”

## **PRIVACY POLICY**

LEGRAND has adopted a set of information management guidelines, which serve as the basis for our customer relationships. These guidelines disclose the privacy policies for this LEGRAND Web site. These guidelines have been developed with the recognition that Internet technologies are rapidly evolving, and that underlying business models are still not established. Accordingly, guidelines are subject to change. Any such changes will be posted on this page.

LEGRAND is not responsible for the content or the privacy policies of other Web sites to which it may link. You must abide by the policies set out at such other Websites and bear all responsibility for any breach(s) arising from your non-compliance.

The privacy policy herein is periodically reviewed by LEGRAND and may be subject to change. Therefore, please check this Privacy Policy periodically and you may refer to the date posted at the top of this page to determine when this policy was last updated. Use of the LEGRAND Web site constitutes consent to any policies then in effect.

### **(a) What information does LEGRAND gather from or about you?**

**Nature of data:** The term "data" refers to any data relating to an individual and enabling same to be identified. This includes names, job title, telephone numbers, postal and e-mail addresses, company registration Nos. and names and demographic information such as postcode.

**Lack of data:** As a general rule, you may visit **LEGRAND Web site** without needing to provide your personal data. However, fields marked with an asterisk specify that some basic data is sometimes required. Failure to complete the relevant input fields may result in **LEGRAND** being unable to provide you with some access or services.

**Registration:** When you register to receive any services from the LEGRAND Web site, LEGRAND may require that you supply your full name, e-mail address, and demographic information etc. Customers who register must agree to the **Terms and Conditions of Use** for use of the relevant service and/or LEGRAND Web site.

**Surveys/ Questionnaires:** We occasionally ask visitors to fill out optional surveys and/or questionnaires. These surveys/questionnaires may ask for demographic information and other information about or website and products and services.

**Use of data collected:** This data is reserved for strictly internal use of **LEGRAND** and will not be the subject of any commercial use or transmission or transfer to any party for commercial or canvassing purposes.

**LEGRAND** may collect, store and use your Data for the following purposes amongst others:

- providing customer support, including services such as the warranty and after-sales support

- facilitating and processing your queries and requests for information on LEGRAND, its products and services
- providing you with the latest information on LEGRAND's products and services
- finding out your opinion on LEGRAND's products and services (product surveys)
- organising events and other special offers
- possibly contacting you if your application matches the required profile in a job offer published by LEGRAND on one of its websites
- customise the website according to your interests.

**Security and confidentiality of data collected:** LEGRAND has implemented physical, electronic and administrative protection measures in compliance with regulations to protect your data. This data can only be accessed by a restricted number of authorised parties.

**Right of access to personal data:** By data that you may submit to LEGRAND is subject to the applicable data protection law. As such, you are entitled to access, amend and delete personal data pertaining to you.

To exercise your right, please send your request by post or email.

Legrand (S) Pte Ltd

15 Jalan Kilang Barat

#07-05/06/07 Frontech Centre

Singapore 159357

Tel: (65) 6416 1550 – Fax: (65) 6416 1580

customerhub.sg@legrand.com.sg

Any information you submit in a survey or questionnaire is used to help us better understand and serve our visitors. This research is compiled and analyzed on an aggregated basis.

**Statistical Analysis:** LEGRAND may perform statistical analyses of user behavior in order to measure interest in the various areas of our site (for product development purposes). In these statistical analyses, we will disclose information to third parties only in aggregate form. Personal information about you as an individual subscriber or registrant will not be provided to any third party, except when we have your permission or under special circumstances, as described in our [Terms and Conditions of Use](#).

**E-Mail:** Using the e-mail addresses provided at registration, LEGRAND periodically sends promotional e-mail to its subscribers about services offered by LEGRAND. LEGRAND may contact you regarding account status, changes to the subscriber agreement, and to confirm registration.

Occasionally, LEGRAND shares data collected about subscribers with other units within LEGRAND. Many of our subscribers find these mail or e-mail promotions valuable. If you prefer not to receive such materials from LEGRAND, please see the "Opting Out" provision below.

## Communication

We will use information that you enter or provided to LEGRAND through visitors or event

registration to notify you about important events, business articles and news, important functionality changes to the website, new services and special offers. Except for communications sent to you regarding company announcements or policy changes, if you would prefer not to receive this information you can indicate your preference. You may choose not to receive communication from us by following the opt-out instructions.