

Article 1 (Purpose)

This website ("Site") is owned and operated by Energy Wave Worldwide Pte. Ltd. ("We" or "Energy Wave"). Reference to the Site are deemed to include derivatives thereof, including but not limited to websites and applications, whether accessed by mobile phone, tablet or other device. Please read this Terms of Use ("Terms of Use" or "Terms") carefully as these Terms govern the use of the User Account and the use of the Site and Services (as hereinafter defined).

Please note that you shall be deemed to have agreed to the Terms of Use, the Privacy Policy and other provisions prescribed by Energy Wave once you start using this Site or by registering as a User.

Article 2 (Definitions)

The meaning of the terms used in the Terms of Use shall be as defined in each of the following items.

1. "Site" means the website that is managed and operated by Energy Wave.
2. "Energy Wave" means any, and all services on, or provided by, the Site, whether or not such services are also provided or delivered by other means or media such as software or wireless devices;
3. "User Account" means any account created by the User, through a registration process for the purpose of accessing or using certain Services on the Site.
4. "User Name" means a unique name for each User issued by Energy Wave upon use of the Service in order to identify Users.
5. "Password" means a character string for identifying Users through a cross-check with the User Name upon use of the Site.
6. "User(s)" means a user of the Site who is authenticated based on the User Name and the Password.
7. "Site Content" means any and all human readable patent audio and/or visual element of the Site, created or owned by Energy Wave.

Article 3 (Amendment to the Terms of Use)

1. Energy Wave may amend the Terms of Use at any time when Energy Wave deems necessary; provided, however, that, after amending the Terms of Use, Energy Wave shall promptly notify Users to such effect by posting the notice of the amendment on the Site.
2. Unless separately prescribed by Energy Wave, the amendment of the Terms of Use shall come into force at the time that the amended Terms of Use is displayed on the Site. In such case, the amended Terms of Use shall apply for the use of the Site.

Article 4 (License to Use the Site)

1. Energy Wave grants the User a revocable, non-exclusive, non-transferable, limited right and license to access, use the Site only as expressly permitted in the Terms of Use.
2. User shall not interfere or attempt to interfere with the operation of the Site in any way through any means or device including but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means expressly prohibited by any provision of these Terms or by law.

Article 5 (Handling of Personal Information)

1. The registered information of a User and information related to a User acquired by Energy Wave shall be handled in accordance with the Privacy Policy separately prescribed by Energy Wave. Please make sure to read the Privacy Policy before using the Site and/or Services. User shall be deemed to have agreed to the Privacy Policy once it starts using the Site or any of its Services.
2. User acknowledges that the information collected will be transferred to and processed in Singapore where the privacy laws may not provide an equivalent level of protection to those in your home country. By using this Site, and providing Energy Wave with any information, User consent to the transfer of the information to, and its processing in, Singapore.

Article 6 (Management of User Name and Password)

1. Users may not share their User Name and Password with a third party, or lease or disclose the same to a third party.
2. If a User breaches the provision of the preceding paragraph, Energy Wave reserves the right to delete the User Name and Password of the User at its own discretion, and Energy Wave shall not be liable even if the User or a third party consequently suffers any damage.
3. Users are responsible for managing their User Name and Password.

Article 7 (Assignment of Status under the Terms of Use)

1. Users may not assign, sell or offer as security to a third party or otherwise dispose their status and rights under the Terms of Use without Energy Wave's prior written consent.
2. If Energy Wave transfers its business pertaining to the Site and/or Service to another company, Energy Wave may transfer, pursuant to such business transfer, its status under the Agreement for the use of the Site and/or Service, rights and obligations under the Terms of Use and registered matters of Users, to the transferee of the business transfer, and Users shall agree in advance to such transfer in this paragraph. The business transfer set out in this paragraph includes, not only ordinary business transfer but also a company split and all other cases where business may be transferred.

Article 8 (Linked Sites)

1. Advertisements and sponsored links shall have no influence on Site Content or presentation. Energy Wave does not guarantee, endorse or sponsor, directly or indirectly, the quality or efficacy of any product or service described in the advertisements or other material which is commercial in nature.
2. Energy Wave is not responsible for the content of any other website from which User have accessed the website or to which you may hyperlink from the website and cannot be held liable for any loss or damage you incur as a result of your use of any other website from which you hyperlink to or from the website.

Article 9 (Scope of Warranty)

1. ENERGY WAVE PUBLISH THE SITE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR THE PRODUCTS OR SERVICES REFERRED TO ON THE SITE, AND/OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ENERGY WAVE ALSO EXPRESSLY DISCLAIM ANY AND ALL LIABILITY TO ANY PERSON WHOSEVER IN

RESPECT OF ANY LOSS, DAMAGE, DEATH, PERSONAL INJURY OR OTHER CONSEQUENCES WHATSOEVER, HOWSOEVER CAUSED OR ARISING, SUFFERED BY ANY SUCH PERSON BY THEIR USE OF OR RELIANCE UPON, IN ANY WAY, THE INFORMATION CONTAINED IN THIS SITE.

2. The information or content on this Site is intended for Users to understand and/or to purchase Energy Wave's products. Any information provided is not intended to serve as a substitute for any **medical and/or clinical judgement** and should not be relied upon solely for final treatment decisions.

Article 10 (Prohibited Matters)

The Site prohibits the following acts upon the use of the Site. If Energy Wave confirms that a User is conducting any of the prohibited acts, Energy Wave may, at its own discretion, take necessary and appropriate measures such as warning to the User, and deletion of the user registration. The authority to decide the measures to be taken shall solely belong to Energy Wave, and Energy Wave shall not accept any inquiries or complaints concerning Energy Wave's decision.

1. Act that infringes or may infringe patent rights, utility model rights, design rights, trademark rights, copyrights, trade secrets and other intellectual property rights of Energy Wave.
2. Act that infringes or may infringe the property, privacy rights or portrait rights of third parties.
3. Act that is in violation of public order and morality or laws and regulations.
4. Criminal act or involvement in a criminal act.
5. Use of the Site by impersonating others or use of the Site for commercial business without Energy Wave's permission.
6. Act that sends harmful computer programs or files containing viruses.
7. Other acts that Energy Wave considers to be inappropriate based on rational grounds such as an act of obstructing or hindering the operation of the Site or the use of the Site by others.

Article 11 (Prohibition and Suspension of Use of Service)

1. If Energy Wave considers that an event corresponding to any one of the following items has occurred, Energy Wave may, based on its own discretion, prohibit or suspend the use of the Site or take other necessary measures without notification to Users:
 - impairment or infringement of the reputation, credibility or privacy of Energy Wave or third parties, or there is a possibility thereof;
 - infringement of the copyrights or other intellectual property rights of Energy Wave or third parties, or there is a possibility thereof;
 - loss of, damage to or leakage of the system or data of Energy Wave or third parties, or there is a possibility thereof;
 - unauthorized use of the User Name and the Password, or there is a possibility thereof;
 - an illegal act, an act of inciting or facilitating an illegal act, or an act that may result in such act;
 - an act of obstructing Energy Wave from providing service to the Site, or an act that may result in such act;
 - an act of obstructing or hindering the use of the Site by a third party, or an act that may result in such act;
 - breach of the Terms of Use by a User;
 - a User had been prohibited from using the Service on grounds of previously breaching the Terms of Use or other explanatory notes prescribed by Energy Wave; or

- other events based on which Energy Wave considers necessary to prohibit or suspend the use of the Service or take other necessary measures.
2. If Energy Wave takes measures against a User such as prohibiting or suspending the use of the Site, Energy Wave shall not be obligated to disclose the reason thereof to the User.

Article 12 (Copyrights, etc.)

1. We own the copyright in the content published on the Site except where otherwise indicated by a third party's proprietary notice. Images, trademarks and brands are also protected by other intellectual property laws and may not be reproduced or appropriated in any manner without written permission of their respective owners. Unless specifically prohibited by a notice published on any page, you may make a print copy of such parts of the Site as you may reasonably require for your own personal use provided that any copy has attached to it any relevant proprietary notices and/or disclaimers. All other use is otherwise prohibited, and no part of this website may be reproduced in any language, stored in or introduced into a retrieval system, or transmitted, in any form or by any means, without the prior written permission of Energy Wave.
2. Copyrights in the texts, images, videos, music, voices and programs configuring the Site and/or Service shall belong to Energy Wave,
3. Users may not reprint, replicate, analyze, modify, translate, lease, sell, distribute or create derivative works in connection with the rights set out in the preceding paragraph without the approval of Energy Wave.

Article 13 (Disclaimer)

1. If a User infringes the rights of others (impair the reputation of others, infringe the privacy rights of others, disclose personal information of a third party without consent, violate the Copyright Act, etc.), User must settle the claim for such infringement at its own responsibility and expense, and Energy Wave shall not take any measures or be responsible in any way.
2. Energy Wave shall not take any measures or be responsible in any way for any direct or indirect damage suffered by Users or third parties arising from the loss or leakage of data by Users or the use of the Service for any purpose other than the intended purpose.
3. Energy Wave shall not be liable in any way for any damage suffered by Users or third parties arising from the leakage, loss or falsification of information by a third party, unless it is resulting from Energy Wave's willful act or gross negligence.
4. Energy Wave shall not be liable in any way for any damage suffered by Users or third parties arising from the delay, suspension, change, termination, registration, prohibition of use, or suspension of use of the Site and/or Service, unless it is resulting from Energy Wave's willful act or gross negligence.
5. Energy Wave shall not be liable in any way for any indirect, incidental, punitive or derivative damage arising in relation to the Site and/or Service (including, but not limited to, the delay, non-performance or suspension of the Service).
6. The liability of Energy Wave against a User under the Terms of Use shall be limited to the total amount of USD1,000 for each event from which the damages have arisen.

Article 14 (Termination of Service)

Energy Wave may change the contents of all or a part of the Site or suspend the provision of the Site and/or Service without prior notice to Users whenever it deems necessary; provided, however, that,

Energy Wave shall promptly notify Users to such effect.

Article 15 (Compensation for Damage)

If a User breaches the Terms of Use, Energy Wave may seek damages, seek an injunction, or any other claim against the User.

Article 16 (Governing Law and Agreed Jurisdiction)

1. The Terms of Use shall be governed by the laws of Singapore.
2. All actions or proceedings arising in connection with, touching upon or relating to this Terms of Use, the breach thereof and/or the scope of the provisions of the clause shall be submitted to the Singapore International Arbitration Centre (the "SIAC") for final and binding arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre to be held in Singapore, in the English Language, before a single arbitrator who shall be appointed by the President of the SIAC. The arbitration shall be a confidential proceeding, closed to the general public. Prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of the arbitrator, any party may seek equitable relief in court of competent jurisdiction in Singapore.