

Terms of Services

1. In General

Direct Funeral Services Pte Ltd (hereinafter referred to as "DFS") is a company incorporated in Singapore.

The terms, conditions and notices (hereinafter known as "Terms of Services") stated on this page and other related documents apply on any product and/or services (collectively known as "Services") listed and/or rendered to you while accessing and using our website www.directfuneralservices.com (hereinafter referred to as the "Site").

By using the Services, you are agreeing to all the terms and conditions related to the usage and access of the Site, as may be updated by DFS from time to time, with or without notice. You should understand that by ordering any of our products, or partaking in any promotions, or using the Site for any purpose, you are bound by these Terms of Services. Please check this page regularly to note any changes which may have been made to the Terms of Services.

Use and access to this Site is allowed on a temporary basis, subjected to DFS's discretion and decision. DFS reserves the right to withdraw and/or amend any information regarding the use of Services without notice. Including the access to some parts and/or the entire Site. This also extends to DFS's online and offline partnerships and collaborations with external suppliers and partners. DFS is also not liable if, in any event, the Site is unavailable at any time, or for any period.

This Site may also contain links (the "Linked Sites") to external websites, which are not operated, governed or monitored by DFS. DFS has no control over these Linked Sites and accepts no responsibility for them, the content and services offered, or for any loss or damage that may arise from your use of them. Your use of these Linked Sites is subject to their respective terms of use contained within each site.

"Terms of Services" may be used interchangeably with "Terms and Conditions" in the site.

2. Privacy Policy

DFS's collection of customers' information is crucial to the longevity of our business and we are committed to protecting the privacy of visitors to this Site. We collect personal information in order to give you a more enjoyable, personal and convenient experience.

The use of this Site signifies that you agree to this Privacy Policy. If you do not agree to this Privacy Policy, please do not use this Site. This Privacy Policy does not apply to the web sites to which we link.

When you submit information to us, sign up as a customer on our Site, visit our Site or follow us on social media, you agree and consent to DFS, including its related corporations, business units, parents and subsidiaries (collectively the "Group") to use your personal information.

Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include your name and identification information such as your NRIC number, contact information such as your address, email address or telephone number, nationality, gender, date of birth, marital status, photographs and other audio-



visual information, employment information and financial information such as credit card numbers, debit card numbers or bank account details.

We may disclose your personal data:

- (a) where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods or services requested by you; or
- (b) to third party service providers, agents and other organisations we have engaged to perform any of the functions for us.

We may collect and use your personal data for any or all of the following purposes:

- (a) performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;
- (b) verifying your identity;
- (c) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
- (d) managing your relationship with us;
- (e) processing payment or credit transactions;
- (f) sending you marketing information about our goods or services including notifying you of our marketing events, initiatives and promotions, lucky draws, membership and rewards schemes and other promotions;
- (g) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (h) any other purposes for which you have provided the information;
- (i) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
- (j) any other incidental business purposes related to or in connection with the above.

The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

When you sign up with us on our Site you will automatically be added to our electronic mailing list. You will receive marketing material, latest offerings, news and offers when you are on our electronic mailing list. If you do not wish to receive such offerings, you can unsubscribe by writing in to our Data Officer: Ms Angeline Ong, Email: info@directfuneral.com.sg

Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

In the event of a merger or acquisition or sale involving all or part of our business or as part of a corporate reorganisation, stock sale, we may transfer your personal information as an asset to the acquirer or partner.



We may disclose your information in order to comply with any requirement of the law, court order, governmental order or subpoena. In the event that your personal information might be provided to any third party for any reason other than as set forth in this Privacy Policy, you will receive a notice from us.

We reserve the right to amend and update our Privacy Policy whenever we deem fit. All changes to our Privacy Policy will be made here, and your continued use of the Site indicates your consent and assent to the Privacy Policy as posted.

3. Eligibility of Use

To use DFS's Services, you must be at least 18 years of age, possessing a valid Credit or Debit card issued by a bank acceptable to us at the point of purchase. If you are under 18 years old, you may use DFS's Services only with the involvement and permission of your parent or guardian.

By using DFS's Services and confirming a purchase, you have authorised DFS to process a charge or charges on your Credit or Debit or eNETS account in the amount of the total purchase price for the products and services purchased.

With the use of our Services, you have agreed that we may use personal details provided by you to conduct appropriate anti-fraud checks and controls as and when required. Under such circumstances, the personal details you have provided may be disclosed to a credit reference or fraud prevention agency acceptably to us, which may keep a record of the information.

4. Prohibitions

You must not misuse this Site. You shall and will not commit or encourage a criminal offence, transmit or distribute a virus, spyware and/or malware including but not limited to Trojan horse, worm, logic bomb, or post any other material on the Site, or its related social media and/or communication platforms, which is malicious, technologically harmful, in breach of confidence, or in any way offensive or obscene; hack into any aspect of the Service and/or Site; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material; or attempt to affect the performance or functionality of any computer facilities of, or accessed throughout this Site.

Breaching this provision would constitute a criminal offence under the Computer Misuse and Cybersecurity Act 2013. DFS will report any of such breach to the relevant law enforcement authorities and appropriate legal action will be undertaken. DFS will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malware, spyware or any other technologically harmful material that may infect your technological device(s) used to access the Site and/or Linked Sites, computer equipment, computer programs, data, or other proprietary material due to your use of the Site and/or Linked Sites, or to your downloads of any material posted on Site and/or Linked Sites.

5. Effect

These Terms of Services shall apply at all times, to all orders and contracts made or to be made, when you use DFS's Services for the sale and supply of products. In any event when you use the Site, including but not limited to, submitting a purchase order to us, giving any delivery instruction, or accepting delivery of the order, this shall constitute your unqualified acceptance of these Terms of Services. These Terms of Services shall prevail over any separate terms put forward by you. Any conditions that you submit, propose, initiate or stipulate in whatever form and at whatever time, whether in writing, by email, or



verbally, are expressly waived and excluded. No other terms shall be binding unless agreed in writing, authorised and signed by DFS.

6. Limit On Liability

The information displayed on this Site is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, DFS and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Sites and/or the Linked Sites and any content posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

We are also not responsible for failure to meet any of our obligations under this Terms of Services where such failure is due to events beyond our reasonable control. Such events include, but not limited to strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government, shipping, postal or other relevant transport strike, failure or accidents. In the circumstance that any of the events last for more than one week, either you or we may terminate the Contract forthwith by written notice and without any liability other than a refund of a product/service already paid for by you and not delivered. If we are prevented from fully meeting our obligations due to any of these events, we have the sole discretion which Contracts we will perform and to what extent. We also reserve the full right on the solution adopted in meeting our obligations under the Contract despite such events.

These Terms of Services shall not exclude or limit DFS's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

7. Indemnity

You agree to indemnify, defend, hold harmless DFS, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of this Site or your breach of the Terms of Services.

8. Links to the Site

You may link to DFS's Site, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any site that is not owned by you. This Site must not be framed on any other site, nor may you create a link to any part of this Site other than the home page. We reserve the right to withdraw linking permission without notice.



9. Waiver

Failure or delay by DFS in exercising any rights or remedies stated in this Terms of Services during the term of agreement does not constitute a waiver of such rights or remedies, or affect any other subsequent event or impair any rights or remedies in respect of it. It does not relieve you from compliance with such obligations. A waiver by us, if any, of any default, does not represent or determine a waiver of any subsequent default. No waivers of any these Terms shall be effective unless expressly stated to be a waiver, communicated to you in writing and authorised by a management representative.

10. Invalidity

If any part of these Terms of Services are determined by any court of competent jurisdiction or competent authority to be invalid, unenforceable or unlawful, the enforceability of any other part of these Terms will not be affected; all remaining terms, conditions and provisions will continue to remain valid, effective and enforceable to the fullest extent permitted by law. So far as possible, the invalid term can be severed to render the remaining part valid and enforceable. You agree that the term shall be rectified therefore, and interpreted in a way closest to the original meaning of the term permitted by law.

11. Relationship

These Terms of Services shall not be deemed as to create a partnership, agency, contract or a relationship of employer and employee between DFS and you.

12. Governing Law And Jurisdiction

The terms as stated and all contractual and non-contractual obligations arising out of, or connected, to them are governed and construed in accordance with Singapore Law. In the event of any dispute or claim associated with these terms, the dispute or claim shall submit to the exclusive jurisdiction of the Singaporean Courts. All dealings, correspondence and contacts between DFS and you shall be made or conducted in the English language.

13. Rights To Vary Terms

DFS retain the absolute right and discretion to amend, remove or vary the Terms of Services, any page of this Site or any Services provided at any time, without prior notice. Amendments to these Terms of Services will be posted on Site. However, use of the Site, including but not limiting to browsing of products and make a purchase, will be deemed to constitute acceptance of the current Terms of Services. The responsibility to review the latest Terms of Services is to be undertaken by you each time a new Order is made. Your continued use of the Site indicates your assent to the Terms of Services as posted.

14. Returns

At DFS, we do not accept returns of any used products.

15. Payments

Accepted modes of payments are Cash, Cheque, NETs, Mastercard and VISA.

16. Fulfilment of Order

We reserve the right not to fulfil orders when we have not received payment.

17. Sales Tax, Customs and Import Charges

Prices shown are subjective to prevailing sales tax.



18. Severability

If any clause in these Terms and Conditions or a Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms and Conditions or a Contract shall be capable of continuing in effect without the unenforceable term.

19. Assignment

You shall not assign, transfer, novate, charge, sub-Contract, create any trust over or deal in any other manner with these Terms and Conditions or a Contract or all or any of your rights or obligations under these Terms and Conditions or a Contract.

20. Third Party Rights

No person who is not a party to these Terms and Conditions or a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms and Conditions or that Contract its assent to any such term.

Effective date : [01 January 2014]

Last updated : [01 January 2020]