

Terms and Conditions for Experology

1 Your relationship with Experology

- 1.1 Your use of products, services and web sites (referred to collectively as the “Services” in this document and excluding any services provided to you by Experology or any affiliates/partners under a separate written agreement) is subject to the terms of a legal agreement between you and Xynez. Experology.com / Experology Lifestyle Club (henceforth known as “Experology”) is operated by Xynez. “Xynez” means Xynez LLP (formerly known as Xynez Events LLP, with company registration number T11LL2018C), whose registered place of business is at 1 Gateway Drive, #07-01 Westgate Tower, Singapore 608531. This document explains how the agreement is made up, and sets out some of the terms of that agreement.
- 1.2 Unless otherwise agreed in writing with Experology, your agreement with Experology will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “General Terms”.
- 1.3 Your agreement with Experology will also include the terms of any Legal Notices applicable to the Services, in addition to the General Terms. All of these are referred to below as the “Additional Terms”. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.
- 1.4 The General Terms, together with the Additional Terms, form a legally binding agreement between you and Experology in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”.
- 1.5 If there is any contradiction between what the Additional Terms say and what the General Terms say, then the Additional Terms shall take precedence in relation to that Service.

2 Accepting the Terms

- 2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
- 2.2 You can accept the Terms by:
 - (A) clicking to accept or agree to the Terms, where this option is made available to you in the user interface for any Service; or
 - (B) by making payment; or
 - (C) by actually using the Services. In this case, you understand and agree that Experology will treat your use of the Services as acceptance of the Terms from that point onwards.

3 Language of the Terms

- 3.1 Where Experology has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with.

- 3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4 Provision of the Services by Experology

- 4.1 Experology has subsidiaries and affiliated entities around the world (“Subsidiaries and Affiliates”), including but not limited to YachtCharter.sg. Services may be provided by the company itself directly, or Subsidiaries and Affiliates. Sometimes, these companies will be providing the Services to you on behalf of Experology itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.
- 4.2 Experology may be contacted via various channels, and personal information such as email and phone number may be required in order to help us serve you better. By contacting Xynez via any channels and providing such information, you shall be deemed to consent to Xynez, our sister companies, and/or Subsidiaries and Affiliates collecting, using, disclosing and/or processing your personal data for the purposes of marketing or client communications. You may opt-out by informing us via the same channel.
- 4.3 For communication purpose, it is the member’s responsibility to keep the profile updated, including without limitation, membership details and contact information.

5 Agreement on the provision of the Services

- 5.1 The application and the use of the Services provided by Experology, including but not limited to, the website Experology.com or our rebate points (“Experology lifestyle points” or “points”), is subject to the terms and conditions as set out in this document.
- 5.2 “Points” are Experology lifestyle points issued to member on valid transactions. Valid transactions and rebate earnings rate are as per determined by each participating merchants (“Lifestyle Partners”), and may be changed at any time without prior notice. Points may be used or redeemed through our Redemption Partners.
- 5.3 Experology membership privileges may change from time to time without prior notice.
- 5.4 Experology’s decision on all matters relating to the Experology Lifestyle Club membership programme, including without limitation on the time of receipt of membership application by Experology, is final.
- 5.5 Experology reserves all rights to accept or decline any membership application, with no need or obligation to provide any explanation or reason. All membership applications are at the sole and final discretion of Experology.
- 5.6 Lifestyle Partners or Redemption Partners may be a third-party merchant or provider. While every reasonable effort is made to ensure the quality of our Lifestyle Partners, no guarantees for the quality of goods and services are made. Experology does not accept any responsibility for services provided by our Lifestyle Partners or Redemption Partners. Experology reserves all rights to vary, remove or add any Lifestyle Partners or Redemption Partners without prior notice.

6 Earning of points

- 6.1 Membership privileges including but not limited to points can only be enjoyed by the member. Sharing of account is not allowed.
- 6.2 Members are entitled to earn rebates, in the form of points, at selected participating merchants, referred to as “Lifestyle Partners” on Experology.com.
- 6.3 Earning of any rebate is calculated after any redemption of points and do not include promotional goods or services, service charge and government taxes, etc.
- 6.4 Member has to identify oneself and inform our Lifestyle Partner at point of billing to enjoy membership benefits. Experology or our Lifestyle Partners reserve the rights to deny earning of points after completion of sales transaction.
- 6.5 Experology and/or our Lifestyle Partners reserve all rights to determine the effective amount of the valid transaction amount, as well as the points rebate amount to be credited to a member’s account for the said valid transaction.
- 6.6 Experology’s decision on all points transaction is final.

7 Redemption of points

- 7.1 points may be redeemed on Experology.com or through our Redemption Partners, including without limitation YachtCharter.sg.
- 7.2 All redemption made, and applicable rates or charges shall be subject to final approval by Experology, at our sole discretion.
- 7.3 Applicable exchange rates or charges for redemption may be changed at any time without prior notice.
- 7.4 All points transaction will only be confirmed after you receive an email confirmation from us.
- 7.5 Experology’s decision on all points redemption is final.

8 Points account balance

- 8.1 The Experology lifestyle club account may be regarded as a stored value facility under Singapore law. Xynez LLP, the holder of Experology stored value facility, does not require the approval of the Monetary Authority of Singapore.
- 8.2 Rebates may be given to members based on points account balance at the sole discretion of Experology. Experology reserves the rights to change this rebate rate at any time without prior notice. Experology may change the frequency of rebates with no prior notice.
- 8.3 Regular rebates given on points account balance may be subject to a minimum account balance. Experology reserves all rights to change the minimum account balance required to earn a regular rebate without prior notice.
- 8.4 Abuse of points is not tolerated, and partners reserve the right to cancel orders or revoke the use of points which are deemed to display such behaviors, not limited to: suspicious / fraudulent use, used in bad faith (including resold points).
- 8.5 Points will be cancelled if the transaction is cancelled, returned, partially refunded, or refunded. If points have already been spent, the value of points from the order in question may be withheld from any applicable refund due to member or charged back by us. Points for valid returns or refunds will be credited back in the form of points.

- 8.6 We may limit the points that may be earned or redeemed on any given order or time period.
- 8.7 We shall be entitled to treat all instructions, whether oral, in writing or electronic, relating to points or the use or redemption of points, which are purportedly given to us by the member to whom the points are awarded as the instructions of such Member and to act in accordance with such instructions.

9 Expiry, Renewal, Termination and Cancellation

- 9.1 There is no expiry for Experology membership currently, unless otherwise stated. Experology reserves the right to introduce renewal charges by informing existing members on the change via a notice on the website at least one month prior to the change in renewal charges. Experology members shall be deemed to be informed once a notice is being placed on the website experology.com.
- 9.2 Member may, at any time, terminate the membership by email to cs@experology.com.
- 9.3 In the event of an early termination, membership expiry will be as of date of termination.
- 9.4 The account may be terminated in the event of any breach of the terms and conditions contained herein.
- 9.5 We reserve the rights to terminate the membership if found to be shared by member and his/her family and friends etc.
- 9.6 Membership may be terminated if points account balance becomes negative. Experology reserves all rights to pursue payment for the negative balance.
- 9.7 Upon termination of the account either by member or by us, member shall not attempt to use the account, such act shall be deemed as fraudulent.
- 9.8 Upon the termination or cancellation of the account for whatever reasons, all points will be forfeited and member shall have no further claim against us.

10 Membership

- 10.1 Members are to keep their membership information and details confidential at all times.
- 10.2 Membership and the lifestyle points are the sole property of Experology (by Xynez LLP).
- 10.3 Notwithstanding any other provisions herein, if the Rewards and/or Benefits have been wrongfully or fraudulently redeemed, the member shall be liable to refund us the value of the said Rewards and/or Benefits without dispute.
- 10.4 Any dispute on the Rewards and/or the Benefits shall be notified to us and/or our Lifestyle Partners or Redemption Partners within 30 days from the date that the dispute had taken place.
- 10.5 Experology reserve all rights to amend any privilege or condition without prior notice. All terms and conditions of Rewards or Benefits will be updated on experology.com from time to time.
- 10.6 Experology shall be entitled at any time, in its absolute discretion without liability to you, to suspend or terminate your right to use the membership, to refuse the renewal of the membership should any of the conditions and privileges be abused.

10.7 The member shall indemnify and hold us and its Agents harmless against any liability or loss, penalty, damage, costs and expenses, including but not limited to legal costs, arising directly or indirectly from any breach on the part of the member in complying or observing these Terms or in otherwise using the account or recovery of any outstanding amounts due from the member.

11 EXCLUSION OF WARRANTIES

11.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 6 AND 7, SHALL EXCLUDE OR LIMIT EXPEROLOGY'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

11.3 IN PARTICULAR, EXPEROLOGY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

11.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EXPEROLOGY OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

11.5 EXPEROLOGY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12 LIMITATION OF LIABILITY

- 12.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 6.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT EXPEROLOGY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
- (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
- (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU.
- 12.2 THE LIMITATIONS ON EXPEROLOGY'S LIABILITY TO YOU IN PARAGRAPH 7.1 ABOVE SHALL APPLY WHETHER OR NOT EXPEROLOGY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

13 Changes to the Terms

- 13.1 Experology reserves the right to vary, delete or add to any of these terms and conditions from time to time at its discretion. These terms and conditions prevail over the contents of any brochure or other promotional material advertising Experology lifestyle club membership.
- 13.2 Experology may make changes to the General Terms or Additional Terms from time to time. When these changes are made, Experology will make a new copy of the General Terms available at <http://www.experology.com/file/terms.pdf> and any new Additional Terms will be made available to you from within, or through, the affected Services.
- 13.3 You understand and agree that if you use the Services after the date on which the General Terms or Additional Terms have changed, Experology will treat your use as acceptance of the updated General Terms or Additional Terms.

14 General legal terms

- 14.1 The Terms constitute the whole legal agreement between you and Experology and govern your use of the Services (but excluding any services which Experology may provide to you under a separate written agreement), and completely replace any prior agreements between you and Experology in relation to the Services.
- 14.2 You agree that Experology may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- 14.3 You agree that if Experology does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Experology has the benefit of under any applicable law), this will not be taken to be a formal waiver of Experology's rights and that those rights or remedies will still be available to Experology.

- 14.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 14.5 The Terms, and your relationship with Experology under the Terms, shall be governed by the laws of Singapore without regard to its conflict of laws provisions. You and Experology agree to submit to the exclusive jurisdiction of the courts located within Singapore to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Experology shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Last updated on April 1, 2019