

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **1. TERMS OF WEBSITE USE**

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.conqueringpanicattacks.com](http://www.conqueringpanicattacks.com) (the “**site**”), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use, authorise us to carry out our roles, responsibilities as mentioned (whether expressly or impliedly) in these terms of use, and that you agree to comply with them.

We reserve the right to cancel or suspend your membership and/or moderate or remove content from your postings which we consider to be contentious or not in compliance with these terms.

If you do not agree to these terms of use, you must not use our site.

### **2. OTHER APPLICABLE TERMS**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy see Schedule 1, sets out our policy concerning the collection, use and disclosure of your personal data in compliance with the Personal Data Protection Act 2012. By using our site, you consent to our collection, use and disclosure of your personal data in the manner set out in our Privacy Policy and you warrant that all data provided by you is accurate. Should you wish to update your personal data and/or withdraw your consent to our collection, use and disclosure of your personal data, or should you have any feedback or enquiries relating to your personal data, please contact our Data Protection Officer (“DPO”) at [support@theoptimalistway.com](mailto:support@theoptimalistway.com).
- Our Acceptable Use Policy See Schedule 2 sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy See Schedule 3 sets out information about the cookies on our site.

### **3. INFORMATION ABOUT US AND OUR SERVICES**

The site [www.conqueringpanicattacks.com](http://www.conqueringpanicattacks.com) is operated by Optimal Zone Performance Pte Ltd (“**We**”). We are registered in Singapore under company registration number 201303632K and have our registered office at 77 Robinson Road #34-00 Robinson 77 Singapore 068896.

#### *Our Services:*

We are a site providing educational, informational, coaching and support services relating to self-help, self-improvement and self-development and coaching and other support services to help customers achieve and implement the objectives they desire.

Kindly note that we do not control or bear responsibility or liability for:

- any link to third party websites or service providers;
- the behaviour of other guests and registered users of our site.

#### **4. CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

#### **5. CHANGES TO OUR SITE**

We may update our site from time to time, and may change the content at any time. However, please note that any content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

#### **6. ACCESSING OUR SITE**

Access to our site is free of charge. However, payment will be incurred should you wish to purchase the products on our site. The product prices are subject to our discretion and may be revised from time to time.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if, for any reason, our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **7. YOUR ACCOUNT AND PASSWORD**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [support@theoptimalistway.com](mailto:support@theoptimalistway.com).

#### **8. INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **9. NO RELIANCE ON INFORMATION**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## **10. LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability from any of the following:

- death or personal injury arising from our negligence;
- fraud;
- fraudulent misrepresentation;
- any other liability that cannot be excluded or limited by Singapore law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

We envisage that our guests, registered users utilise our site for their own domestic and private use.

In the event that you are a business, or wish to utilise our site, online platform for any commercial or business purpose, please note that you do so at your own risk and we will not be liable for any of the following:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content posted by you or any other users and the content of third-party websites linked to our site. Such links should not be interpreted as our of these third-party websites. We will not be liable for any loss or damage that may arise from your use of these third-party websites.

#### **11. UPLOADING CONTENT TO OUR SITE**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy.

You irrevocably and unconditionally represent and warrant that any content uploaded by yourself to our site complies with the standards set out in our Acceptable Use Policy. You also irrevocably and unconditionally agree and undertake that you will be liable for and indemnify us against any all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect, consequential loss, loss of profits, reputation, interest, legal and other professional costs and expenses) suffered by us as a result of a breach of your representation, warranty and/or indemnity.

Despite the above paragraph, any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

We also have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

The views expressed by other users on our site do not represent our views or values.

#### **12. VIRUSES**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious and/or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse and Cybersecurity Act (Cap 50A). We will not hesitate to report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### **13. LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our site other than that set out above, please contact us here [support@theoptimalistway.com](mailto:support@theoptimalistway.com).

#### **14. THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources and you agree that we shall not be liable for any damage, loss or costs arising from your reliance on those sites or resources.

#### **15. APPLICABLE LAW**

These terms of use, its subject matter and its formation, are governed by Singapore law. We agree to that the courts of Singapore will have non-exclusive jurisdiction.

#### **16. TRADE MARKS**

The business indicators used in our site are the registered trade marks of Optimal Zone Performance Pte Ltd.

#### **17. CONTACT US**

To contact us, please use this form <http://conqueringpanicattacks.com/contact.html>.

Thank you for visiting our site.

## **SCHEDULE 1 PRIVACY POLICY**

**FLASHDEAL HOLDINGS PTE LTD ("We")** are committed to protecting and respecting your privacy.

- a. This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.
- b. For the purpose of the Personal Data Protection Act 2012 (the **Act**), our Data Protection Officers may be reached at [support@theoptimalistway.com](mailto:support@theoptimalistway.com)].

### **INFORMATION WE MAY COLLECT FROM YOU**

- c. We may collect and process the following data about you:
  - (i) Information that you provide by filling in forms on our site [www.conqueringpanicattacks.com](http://www.conqueringpanicattacks.com) ("**our site**"). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you enter a competition or promotion sponsored by our partners, and when you report a problem with our site.
  - (ii) If you contact us, we may keep a record of that correspondence.
  - (iii) We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
  - (iv) Details of transactions you carry out through our site and of the fulfilment of your orders.
  - (v) Details of your visits to our site and the resources that you access.

### **IP ADDRESSES**

- d. We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

### **COOKIES**

- e. Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

### **WHERE WE STORE YOUR PERSONAL DATA**

- f. The data that we collect from you may be transferred to, and stored at, a destination outside Singapore. It may also be processed by staff operating outside Singapore who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

- g. All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology or similar. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share the password with anyone.
- h. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### **USES MADE OF THE INFORMATION**

- i. We use information held about you in the following manner:
  - (i) To ensure that content from our site is presented in the most effective manner for you and for your computer.
  - (ii) To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
  - (iii) To carry out our obligations arising from any contracts entered into between you and us.
  - (iv) To allow you to participate in interactive features of our service, when you choose to do so.
  - (v) To notify you about changes to our service.
- j. We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by email, post or telephone.
- k. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.
- l. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.
- m. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on the registration form.
- n. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, graduate women). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

#### **DISCLOSURE OF YOUR INFORMATION**

- o. We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in the Companies Act (Cap 50).
- p. We may disclose your personal information to third parties:
  - (i) In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
  - (ii) If Optimal Zone Performance Pte Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
  - (iii) If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use <http://conqueringpanicattacks.com/terms-of-use.pdf>

#### **YOUR RIGHTS**

- q. You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [support@theoptimalistway.com](mailto:support@theoptimalistway.com).
- r. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### **ACCESS TO INFORMATION**

- s. The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of S\$10.00 to meet our costs in providing you with details of the information we hold about you.

#### **CHANGES TO OUR PRIVACY POLICY**

- t. Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

#### **CONTACT**

- u. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [support@theoptimalistway.com](mailto:support@theoptimalistway.com).



## SCHEDULE 2 ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our website [www.conqueringpanicattacks.com](http://www.conqueringpanicattacks.com) (our site). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use as set out at <http://conqueringpanicattacks.com/terms-of-use.pdf>.

This website is a site operated by Optimal Zone Performance Pte Ltd. (“we” or “us”).

### PROHIBITED USES

- a. You may use our site only for lawful purposes. You may not use our site:
  - (i) In any way that breaches any applicable local, national or international law or regulation.
  - (ii) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - (iii) For the purpose of harming or attempting to harm minors in any way.
  - (iv) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time.
  - (v) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - (vi) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
  
- b. You also agree:
  - (i) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use <http://conqueringpanicattacks.com/terms-of-use.pdf>.
  - (ii) Not to access without authority, interfere with, damage or disrupt:
    - a. any part of our site;
    - b. any equipment or network on which our site is stored;
    - c. any software used in the provision of our site; or
    - d. any equipment or network or software owned or used by any third party.

### INTERACTIVE SERVICES

- c. We may from time to time provide interactive services on our site, including, without limitation:

- (i) Discussion boards.
  - (ii) Bulletin boards.
  - (iii) Online surveys.
- d. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
  - e. We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
  - f. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
  - g. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

#### **CONTENT STANDARDS**

- h. These content standards apply to any and all material which you contribute to or post on our site ("**contributions**"), and to any interactive services associated with it.
- i. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- j. Contributions must:
  - (i) Be accurate (where they state facts).
  - (ii) Be genuinely held (where they state opinions).
  - (iii) Comply with applicable law in Singapore and in any country from which they are posted.
  - (iv) Be placed in the correct and appropriate categories. You shall be responsible for your postings, the authenticity and origin of the objects referred to in each posting.
  - (v) Ensure that you either have all ownership rights to the object posted or all rights allowing you to post the object for rental.
- k. Contributions must not:
  - (i) Contain any material which is defamatory of any person.

- (ii) Contain any material which is obscene, offensive, hateful or inflammatory.
- (iii) Promote sexually explicit material.
- (iv) Promote violence.
- (v) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (vi) Infringe any copyright, database right or trade mark of any other person.
- (vii) Be likely to deceive any person.
- (viii) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (ix) Promote any illegal activity.
- (x) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (xi) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- (xii) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- (xiii) Give the impression that they emanate from us, if this is not the case.
- (xiv) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- (xv) Change the price of a transaction once the rental request is accepted by the other party ("**Acceptance**").
- (xvi) Prior to Acceptance, exchange with or disclose your contact information to the other party for any reason unless through us.

#### **SUSPENSION AND TERMINATION**

- l. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- m. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use <http://conqueringpanicattacks.com/terms-of-use.pdf>. upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
  - (i) Immediate, temporary or permanent withdrawal of your right to use our site.
  - (ii) Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
  - (iii) Issue of a warning to you.

- (iv) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  - (v) Further legal action against you.
  - (vi) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- n. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

**CHANGES TO THE ACCEPTABLE USE POLICY**

- o. We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

### SCHEDULE 3 COOKIE POLICY

#### INFORMATION ABOUT OUR USE OF COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Except for essential cookies, all cookies will expire after 60 days.