

## TERMS OF SERVICE

This website and our associated websites, mobile or web applications and digital platforms (“**Sites**”) accessed by your computer browser or mobile application are managed by SingEx Holdings Pte. Ltd. and/or its subsidiaries and affiliated companies.

**By continuing to browse our Sites, you agree to our [Cookie Policy](#), [Terms of Service](#) and [Privacy Policy](#).**

These Terms of Service (“**Terms of Service**”) govern your use of our Sites (excluding any third party content). If you do not agree with any of the terms, please discontinue the use of our Sites. It is your responsibility to ensure that you have read and understood these Terms of Service and any accompanying risks, obligations and responsibilities.

### 1. ACCESSING OUR SITES

- 1.1. We do not guarantee continuous accessibility or uninterrupted operation of our Sites and shall not be held liable, if for any reason, any information is or becomes unavailable at any time or for any period. We do not warrant or represent that any information transmitted via electronic mail or our Sites to/from you will be accurately received or is secure.
- 1.2. We may decide from time to time to temporarily restrict or block access to, or use of, all or part of our Sites without notice to you, whether for the purpose of upgrading, maintaining or investigating our Sites or for any other reason(s) which we deem appropriate and/or necessary. We shall not be held liable and/or responsible for any loss and/or damage caused or arising out of, in connection with or by reason of such restriction of access to our Sites.

### 2. USING OUR SITES

- 2.1. The use of our Sites and the electronic transmission of any document or information to/from you via our Sites are entirely at your own risk. We do not warrant or represent that (a) our Sites and/or their contents and/or materials is/are accurate, appropriate, complete, updated and/or available for use in all jurisdictions; and (b) the contents and/or materials available for download from our Sites shall be free of infection from viruses, worms, Trojan horses and/or other codes that manifest contaminating and/or destructive properties. You should make your own checks, consult an appropriate professional for specific advice and/or rely on your own judgment.
- 2.2. You agree to use our Sites, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, and other restrictions on use of our Sites or any content therein. Any access or use of the Sites by you is at your own initiative and risk, and you shall be solely responsible for compliance with the applicable laws of your jurisdiction.

### 3. CONTENT OF THIRD PARTY SITES

We are not responsible for, and do not necessarily endorse, the content of any third party sites which may be linked from our Sites out of convenience. Such sites and/or resources may have their own terms, conditions and/or policies and it is your duty to ensure that you comply with the same. We shall accept no liability for any failure on your part to view, comply and/or familiarise with any such terms, conditions and/or policies.

### 4. LIMITATIONS OF USE

- 4.1. You may not copy, display, distribute, modify, publish, reproduce, transmit and/or otherwise transfer any content obtained from our Sites for any commercial purpose without our prior written consent.
- 4.2. You may not use our Sites for any unlawful purpose or in such manner as prohibited by these Terms of Service, particularly:

- (a) using our Sites in any manner that could negatively affect our Sites or the network connected thereto (including but not limited to damaging, impairing, interfering with or overburdening our Sites (in whole or in part));
- (b) gaining unauthorised access to our Sites and the network connected thereto (including but not limited to by way of hacking or password theft);
- (c) circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in our Site;
- (d) use any robot, spider, scraper or other automated means to access our Sites, decompile, reverse engineer or disassemble any software or other products or processes accessible through our Sites;
- (e) insert any code or product or manipulate the content of our Sites in any way;
- (f) use any data mining, data gathering or extraction method;
- (g) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with our Sites, including but not limited to any software viruses or any other computer code, files or programs; and
- (h) obtaining any information which is not intended by us to be made available via our Sites at that time.

## **5. DISCLAIMER AND EXCLUSION OF LIABILITY**

- 5.1. While we endeavour to use reasonable efforts to ensure accuracy in the information presented on our Sites, we hereby disclaim all warranties and representations (express or implied), to the fullest extent permissible under the law, as to the accuracy, availability, completeness, timeliness, veracity and any other aspects of the information contained on our Sites. We assume no responsibility for all the content on our Sites which are provided on an “as is” and “as available” basis, and may contain inaccuracies and/or typographical errors. We do not warrant or represent that our Sites will be free from any viruses, worms, Trojan horses and/or other codes that manifest contaminating and/or destructive properties.
- 5.2. We and our affiliates hereby exclude our liability, to the fullest extent permissible under the law, for any direct, indirect, special or consequential damage or loss arising from your inability to access our Sites, your use of our Sites and/or your reliance on the information contained in our Sites (including these Terms of Service) and any variation thereof.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. All the content on our Sites (including but not limited to text, graphics, photographs, logos, icons, videos and sounds) is copyrighted and may not be used without our prior written permission. We also do not warrant that the use of information contained in our Sites will not infringe the intellectual property rights or other rights of third parties.
- 6.2. Your access to or use of our Sites should not be construed as us granting, by implication, estoppel or otherwise, any licence or right to use the content and/or trademarks on our Sites. Other than the limited grant of access to and viewing of the content and/or trademarks on our Sites, you shall have no privileges and/or rights in any content and/or trademarks on our Sites.

## **7. INDEMNIFICATION**

- 7.1. You agree to fully indemnify, keep fully indemnified and hold us, our affiliates, directors, employees, agents, successors or assigns harmless from any losses, claims, demands, liability, costs, expenses, actions or threat of action arising from or in connection with your breach these Terms of Service and/or in connection with your access and use of our Sites.
- 7.2. You shall comply with all related and applicable compliance requirements that are mandated by each of (i) the Singapore Personal Data Protection Act (2012) and its regulations, and the Singapore Personal Data Protection Commission’s advisory guidelines and guides; (ii) the European General Data Protection Regulation; and (iii) such other data protection and privacy legislation that are applicable to any personal data, (and together with all subsidiary legislation related thereto), as amended, revised, and/or supplemented from time to time, collectively

referred to as “**Data & Privacy Laws**”. You agree to fully indemnify, keep fully indemnified and hold us, our affiliates, directors, employees, agents, successors or assigns harmless from any cost, expense, fines, investigation, legal proceeding, penalties and/or sanctions related to any of your breach of the Data & Privacy Laws.

## **8. SEVERABILITY**

If any provision or any part of a provision in these Terms of Service is held invalid, illegal or unenforceable by a court of law or a tribunal, it shall be deemed modified to the minimum extent necessary to give effect to our commercial intention. The validity, legality and enforceability of the remaining provisions or remaining parts of a provision shall remain in full force and effect.

## **9. CHANGES TO OUR SITES AND TERMS OF SERVICE**

We reserve the right to change any part of or information contained in our Sites without any prior notice and to change these Terms of Service by posting the updated Terms of Service here along with the date on which these Terms of Service were changed. If we make material changes to these Terms of Service that affect the way you access and use our Sites, we will update these Terms of Service and notify you specifically if required by law.

## **10. EXCLUSION OF THIRD PARTY RIGHTS**

- 10.1. A person who is not a party to your contract with us shall have no rights under the Contracts (Rights of Third Parties) Act of Singapore (Cap. 53B) to enforce any of its terms.
- 10.2. Any third party appointed by us in relation to the Event are independent contractors and not agents. We shall not be liable for any act, omission and/or negligence of such third parties.

## **11. GOVERNING LAW**

These Terms of Service are governed by the laws of Singapore and parties agree to submit to the exclusive jurisdiction of the Singapore courts.

## **12. CONTACT US**

If you have any questions, comments, requests or complaints regarding these Terms of Service, please contact us at [dataprotectionofficer@singex.com](mailto:dataprotectionofficer@singex.com).

Last Updated: 1 June 2020