



## Terms & Conditions of Use

IMPORTANT - PLEASE READ THESE TERMS & CONDITIONS OF USE CAREFULLY. BY ACCESSING THIS PORTAL ("**PORTAL**") AND/OR USING ANY OF THE SERVICES (INCLUDING DOWNLOADING, INSTALLING OR USING ANY ASSOCIATED SOFTWARE) BEING OFFERED THROUGH THE PORTAL, THE USER AGREES TO BE BOUND BY THE TERMS & CONDITIONS OF USE STATED BELOW. IF THE USER DOES NOT AGREE TO THESE TERMS & CONDITIONS OF USE, THE USER MUST IMMEDIATELY DISCONTINUE THE ACCESS AND USE OF THIS PORTAL AND/OR THE ACCESS AND USE OF ANY OF THE SERVICES.

The Services (defined below) on this Portal is provided by SP PowerGrid Ltd (hereinafter called "**SPPG**"). These Services may only be accessed and/or used by the User (defined below) through the use of the Security Credentials.

### 1. **ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS**

These Terms & Conditions of Use shall govern the Services and the access and/or use of this App and the Services by the User. By completing the registration or subscription process and clicking the 'Finish' button (if applicable) or clicking the "I Accept" button, the User agrees to be bound by all of the terms and conditions set out herein.

In addition to these Terms & Conditions of Use, the access and/or use of the App and/or Services is also subject to any prevailing or existing terms of conditions that the User has entered into or will enter into with SPPG. If there is any conflict or inconsistency between these Terms & Conditions of Use and any prevailing or existing terms of conditions, these Terms & Conditions of Use will prevail.

### 2. **DEFINITION OF TERMS**

The following terms and expressions shall have the meaning stated hereunder except where the context otherwise requires:

#### I. **"Affiliate"**

Singapore Power Limited, and any persons or entities that are Controlled directly or indirectly by Singapore Power Limited.

#### II. **"Content"**

all information, text, design, sound recordings, music, Software, photographs, videos, images, graphics, data, messages, links and any other content and materials made available through or provided as part of or for purposes of or in connection with the Portal and/or Services.

#### III. **"Control"**

the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "Controls", "Controlled" and the expression "change of Control" shall be construed accordingly;

#### IV. **"E-Account"**

a registered account with SPPG for the purposes of using and/or accessing the Portal.

#### V. **"Intellectual Property Rights"**

includes but is not limited to any rights, title and interest in patents (including utility models), designs (whether or not capable of registration), semi-conductor topography rights, rights in layouts of integrated circuits, copyrights, Moral Rights, database rights, trademarks, service marks, trade and business names, domain names, and any rights of goodwill associated therewith, rights to sue for passing off, rights in the nature of unfair competition rights, trade secrets, confidentiality and other proprietary rights including rights to know-how, rights to technical and other information, rights to apply for registration of any of the foregoing, rights to take action for past, present and future infringements in respect of any of the foregoing, and all rights in the



nature of any of the foregoing anywhere in the world whether registered or unregistered, whether subsisting now or in the future.

**VI. "Malware"**

any and all forms of malicious, surreptitious, destructive or corrupting code, agent, macro or any other program which is designed to permit unauthorized access, to disable, erase, corrupt or otherwise harm or damage software, hardware or data; or any device, method, or token whose apparent or intended purpose is to allow circumvention of the normal security of software or the system containing the code.

**VII. "Moral Rights"**

the rights as described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any law, that exist or that may come to exist, anywhere in the world, in relation to any works or other subject matter.

**VIII. "Personal Data"**

data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which SPPG has or is likely to have access.

**IX. "Security Credentials"**

the E-Account, business registration number, user identification code ("**User ID**"), and/or passwords and any other devices or information that may be issued by or which may be accepted by SPPG from time to time for use by the User for the purposes of authenticating the User's access and/or use of the Portal, the Services and/or the Content.

**X. "Services"**

any features, functionalities, services or products which SPPG provides to the User through the Portal from time to time including any value-added features (whether online or otherwise).

**XI. "Software"**

any software programmes including any upgrades.

**XII. "User"**

the user using and accessing the Portal and Services for personal purposes.

**XIII. "User Content"**

information, content or materials which the User uploads, submits, stores, sends, receives or makes available to or through the Portal and/or Services and any Intellectual Property Rights subsisting therein, and all other information, content or materials made available for purposes of or in connection with the Portal and/or Services and any Intellectual Property Rights subsisting therein.

**3. LICENCE TO USE PORTAL AND CONTENT**

The User will need to register for an E-Account with SPPG in order to utilise the Portal and the Services, access any information related to the User's instructions given via the Portal, access the User's E-Account information and any other records associated with the User's use of the Portal.

The User may only register for one E-Account with SPPG unless SPPG explicitly approves the opening of additional accounts. SPPG may refuse the creation of duplicate accounts for the same User. Where duplicate accounts are detected, SPPG may close or merge these duplicate accounts without notification to the User.

The Portal and Content are proprietary to SPPG, its Affiliates and/or its licensors (as may be applicable) and must not be used other than strictly in accordance with these Terms & Conditions of Use. If the User agrees to these Terms & Conditions of Use, the User shall be granted a personal, limited, non-exclusive, non-transferable, non-sublicensable right to use the Portal and the Content.

SPPG reserves all rights not granted hereunder.



The User is permitted to, through SPPG-designated means, print or download extracts of the Content for the User's personal and non-commercial use only. Any copies of such Content saved to disk or to any other storage medium may only be used for subsequent viewing purpose or to print extracts for personal and non-commercial use. Any other use is strictly prohibited.

Without prejudice to the foregoing, the User shall not without the prior written consent of SPPG: (i) remove, delete, augment, add to, copy, store, include in any public or private electronic retrieval system or service, create derivative works from or otherwise exploit in any way the Portal (or any part thereof), the Services (or any part thereof) or the Content (or any part thereof) in any form and by any means; (ii) reproduce, transmit, publish, perform, broadcast, store, adapt, distribute, display, rent, lease, license, export, participate in the transfer or sale of, or hyperlink the Portal (or any part thereof), the Services (or any part thereof) or the Content (or any part thereof) in any form and by any means; (iii) adapt, alter, modify, decompile, disassemble and/or reverse engineer the Portal (or any part thereof), the Services (or any part thereof) or the Content (or any part thereof); (iv) create a database whether in electronic or structured manual form by regularly or systematically downloading or storing all or any part of the Portal and/or Content for any purposes.

Any breach of the requirements or restrictions in Paragraphs 5 and 6 shall result in immediate and automatic termination of all rights and licence granted by SPPG under these Terms & Conditions of Use.

The User shall (i) abide by all applicable laws and regulations in the User's access and/or use of the Portal, the Services and/or the Content; (ii) not impersonate any person or entity or to falsely state or otherwise misrepresent his/her affiliation with any person or entity; (iii) not send, distribute or upload, in any way, any Malware; and (iv) not post, promote or transmit through the Portal and/or the Services any unlawful, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

SPPG does not endorse nor assume any responsibility for the contents of the User's transmissions or communications through the Portal and/or Services and the User is solely responsible therefor. The User warrants and represents that the User has the right and authority to submit the contents of the User's transmissions or communications through the Portal and/or Services.

SPPG shall be entitled to, without giving any prior notice, remove any information or materials submitted by the User or posted by the User through the Portal and/or Services.

#### **4. SECURITY CREDENTIALS**

The User shall be responsible for maintaining the confidentiality of the Security Credentials, and agrees to accept responsibility for all activities that are referable to the Security Credentials. SPPG reserves the right to terminate any or all existing accounts the User has with SPPG in their sole discretion.

All use and/or access (including any purported use and/or purported access) of the Portal, Services and/or Content referable to any of the Security Credentials (whether such access or use is authorised by the User or not) shall be deemed to be the use and/or access of the Portal, Services and/or Content by the User. SPPG shall be entitled to consider any person who gains access to the Portal, Services and/or the Content using the Security Credentials to be the User or an individual authorised by the User without further inquiry or investigation. Where applicable, references to the User's use and/or access of the Portal, Services and/or the Content shall be deemed to include the use and/or access of the Portal, Services and/or the Content by an individual authorised by the User.

The User is able to transmit instructions through the Portal and/or Services. All instructions referable to any of the Security Credentials shall be deemed to be instructions validly transmitted and issued by the User. Such instructions shall be deemed to be irrevocable and SPPG is entitled to act upon such instructions without requiring further consent. SPPG shall not be obliged to investigate or verify the authenticity, the authority or the identity of any persons effecting any instructions or the authenticity, accuracy and completeness of such instructions. Notwithstanding this, SPPG shall be entitled, at its own discretion, to decline to act or refrain from acting promptly upon any instructions and to investigate or verify the authenticity, the authority or the identity of such persons effecting the instructions or the authenticity, accuracy and completeness of the instruction. SPPG may, in its discretion, refuse to comply with any instruction if the instruction is ambiguous or conflicting, incomplete or inaccurate.

The User shall be responsible for all actions referable to any of the Security Credentials, whether or not authorised by the User. Therefore, SPPG does not recommend that the User discloses any of the Security Credentials to any third parties. The User shall be responsible for any access and/or use, and any purported access and/or use, of the Portal, Services, Content and/or E-Account, whether or not authorised by the User. If the User loses control of the Security Credentials, the User may lose substantial control over his/her personally identifiable information and may be subject to legally binding actions taken on the User's behalf.

The User shall immediately notify SPPG if it comes to their knowledge that any of the Security Credentials has been compromised (including any loss, theft, breach of security, or unauthorised disclosure or use) and/or there has been unauthorised use of their E-Account, the Portal and/or the Services.

SPPG and its Affiliates shall not be liable or responsible for any damage, expense or loss of any kind suffered directly or indirectly by the User as a result of any loss, disclosure, theft and/or unauthorised use of the User's Security Credentials.

## **5. ACCESS TO AND USE OF USER CONTENT**

Subject to Clause 15 of these Terms & Conditions of Use, the User hereby grants to SPPG, a non-exclusive, world-wide, royalty-free, perpetual and irrevocable, right and licence ("Licence") to use, host, store, reproduce, perform, display, distribute, adapt, modify, re-format and create derivative works of any and all of the User Content, and the right to sublicense or transfer the foregoing rights to its Affiliates and such third parties designated by SPPG. The User represents and warrants to SPPG that it either owns the User Content and/or has valid licenses or other rights in relation to the User Content and has full authority to grant the Licence to SPPG.

The User hereby consents to SPPG accessing, collecting and using, and authorises SPPG, to access, collect and use, subject to Clause 15, any and all information relating to the User with any relevant organisation, and all User Content. To the extent applicable or required, the User hereby warrants and confirms that it has done and will do all things necessary to authorise the access to, collection of and/or use by SPPG of (a) any and all information relating to the User with such relevant organisation and (b) all User Content.

## **6. INTELLECTUAL PROPERTY**

All Intellectual Property Rights in the Content, App and/or Services shall be absolutely owned by SPPG for the full duration of all such rights and all throughout the world. No licence or right is granted and the User's access to and/or use of this Portal, the Content and/or the Services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any Intellectual Property Rights in the Portal, Content and/or Services without the prior written consent of SPPG or its Licensors.

Any and all Intellectual Property Rights in and to the User Content shall vest in SPPG. The User hereby assigns all Intellectual Property Rights in and to the User Content to SPPG. The User warrants and represents that any transmissions or communications made by the User via the Portal and the User Content do not infringe the Intellectual Property Rights or any other rights of any third party.

## **7. ELECTRONIC COMMUNICATIONS**

When the User accesses and/or uses the Portal or any of the Services or sends e-mails to SPPG's email address made available through the Portal, the User is communicating with SPPG electronically. The User consents to receive communications from SPPG electronically. SPPG will communicate with the User by e-mail sent to the last updated address made known to SPPG or by posting notices on the Portal. Where the communication is given by SPPG to the User electronically, it will be deemed to have been received upon delivery (and a delivery report received by SPPG will be conclusive evidence of delivery even if the communication is not opened by the User); and where the communication is given to SPPG electronically, it will be deemed to have been received upon being opened by SPPG. The User agrees that all agreements, notices, disclosures and other communications that SPPG provides to the User electronically will satisfy any and all legal requirements that such communications be in writing.

## **8. ELECTRONIC FORM**

The User agrees that these Terms & Conditions of Use in electronic form constitute a written document and therefore the User undertakes not to dispute or challenge the validity or enforceability of these Terms & Conditions of Use on the grounds that it is not a written document and the User hereby waives any such right that the User may have at law.

## **9. PAYMENTS**

The User acknowledges and agrees to carry out a transaction in accordance with these Terms & Conditions of Use and the instructions set out in the Portal, which may be amended from time to time. The User further acknowledges and agrees that in the event the User fails to comply with these Terms & Conditions of Use and/or instructions set out in the Portal and such failure results in a transaction not being executed, SPPG shall not be liable in any way for any loss and liability that the User may incur as a result the non-execution of the transaction.

If SPPG is unable to execute the User's transaction, SPPG will notify the User of the same and, if possible, inform the User of the reasons for such refusal and explain how to remedy the situation.

SPPG may, in its sole discretion, delay the execution of the User's request to carry out a transaction if there is reason to believe that the User's request to execute a transaction may involve fraud or misconduct, and/or violates any of these Terms & Conditions of Use and/or applicable law.

Where the User makes payment through the Portal by debit/credit card, the User acknowledges, agrees and consents that his/her Personal Data may be disclosed to third parties (located within and outside of Singapore) processing such debit/credit card transactions, including debit/credit card companies, banks and payment gateways, and, subject to their respective personal data privacy policies and applicable laws, may be used, processed and stored by such third parties to facilitate payments that the User now or subsequently make.

Payment to SPPG of fees, if any, for the provision of any of the Services shall be made in the manner prescribed by SPPG.

Where the User makes payment through the Portal for third party services, the User acknowledges and agrees that the User shall be deemed to be the party making such payment directly to the relevant third party service provider. The User may not claim against SPPG or any of its agents, for any failure, disruption or error in connection with the User's chosen payment method. SPPG reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to the User or giving any reason.

Subject to Paragraph 9 of this clause herein, the User acknowledges and agrees that SPPG's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the Portal and/or Services by the User or any person purporting to be the User (whether or not authorised by the User), or any record of communications, transactions, instructions or operations relating to the operation of the Portal and/or Services and any record of any communications, transactions, instructions or operations maintained by SPPG or by any relevant person authorised by SPPG relating to or connected with the Portal and/or Services shall be binding on the User for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

The User has a duty to examine and verify the correctness of any and all confirmations, statements, records and any other documents issued by SPPG in relation to the E-Account, Portal and Services. The User further undertakes to promptly inform SPPG in writing of any alleged error, irregularity, discrepancies or omissions in such documents. If no such notice is received by SPPG within 14 days from the date stated in such documents, the User shall be (a) deemed to have conclusively accepted all content contained in such documents; and (b) liable for any and all losses arising from or in connection with any alleged error, irregularity, discrepancies or omissions in such documents.



#### **10. OTHER BUSINESSES**

The Portal may provide links to websites or services of SPPG, SPPG's Affiliates and certain other businesses and/or third parties. SPPG and its Affiliates are not responsible for examining or evaluating, and do not warrant the offerings of, any of these businesses or individuals or the content of their websites or services. SPPG does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. The User should carefully review their privacy statements and other conditions of use.

#### **11. FURTHER AGREEMENTS**

In addition to these Terms & Conditions of Use, the access and/or use of specific aspects of the Portal, Services and/or the Content may be subject to additional terms and conditions that SPPG may prescribe.

Access and/or use of additional services of SPPG's Affiliates or other third parties may be provided through the Portal and/or Services under separate agreements with SPPG's Affiliates or such other third parties where necessary. Such agreements shall strictly be between the User and such SPPG's Affiliates or other third parties. Under no circumstances shall it be construed that, in the case of the User's access to and use of the additional services of SPPG's Affiliates or any third party, SPPG is a party to any transaction, if any, between the User and such Affiliate or third party, or that SPPG endorses, sponsors, certifies or is involved in the provision of such additional services through the Portal and/or Services.

#### **12. DISCLAIMERS**

Certain links on the Portal, Content and/or Services may lead to websites or social media channels or apps not operated by or under the control of SPPG or its Affiliates. The User shall access such websites, social media channels or apps at their own risk and SPPG accepts no responsibility or liability for any damage caused or alleged to be caused by or in connection with the use of the material or functions contained on those websites, social media channels or app. Some parts of the Portal, Content and/or Services may contain advertising and/or other materials submitted by third parties. SPPG shall not be responsible for any error, omission or inaccuracy in any such advertising or such other materials. Any links to other websites, social media channels, apps or any advertising and/or materials submitted by third parties shall not be considered to be referrals or endorsements of such websites, social media channels, apps, advertising and/or materials and the links are provided purely for convenience or for informational purposes. The User agrees that the access to and/or use of such linked websites, social media channels, apps or advertising and/or materials submitted by third parties is entirely at the User's own risk.

The Portal, Services and the Content are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, SPPG makes no and expressly disclaims all representations or warranties of any kind, express or implied or statutory, including without limitation to warranties of accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, satisfactory quality, fitness for a general or particular purpose, title, non-infringement of third party rights and authenticity of any material or claim, continued available or compatibility with any other equipment or other software, and to any implied warranty arising from the course of dealing or usage or trade.

The Content is only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. No oral advice or written information given through the Portal and/or the Services or by SPPG or its officers, directors, employees, agents, third party service providers or third party content providers shall create a warranty nor shall the User rely on any such information or advice.

SPPG does not warrant that the Portal, Content and/or the Services provided will meet all or any of the User's requirements. In particular, SPPG does not warrant that the Portal, Content and/or the Services will always be available, accessible, complete, uninterrupted, timely, secure or error free. Further, SPPG makes no warranty that the Portal, Content and/or Services are free from Malware or defects which may affect the Portal, Content and/or Services generally.

SPPG shall in no event be liable to the User if the User does not have a device which is compatible with the software of the Portal. SPPG reserves the right not to permit the User to access and/or use the Portal, Services and/or Content should the Portal be incompatible with the User's device.

To the fullest extent permitted by law, SPPG shall not, in any event, be liable to the User or any other party for any damages, losses, expenses, penalties or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) arising in connection with the User's use of the Portal, Content and/or Services, or the User's reliance on any Content and/or Services, regardless of the form of action and even if SPPG had been advised as to the possibility of such damages.

Without prejudice to Paragraph 6 of this clause, should any liability be attributed to SPPG, SPPG's Affiliates, and SPPG's respective directors, officers, employees, agents, contractors and licensors, the total liability shall not exceed in aggregate the sum of S\$200,000.

### **13. INDEMNIFICATION**

The User hereby agree to defend, indemnify and hold harmless SPPG and its Affiliates, officers, directors, employees, agents, third party service providers, third party content providers and licensors ("**SPPG Indemnitees**") from and against all damages, claims, expenses, penalties and costs (including indemnification of legal costs on a full indemnity basis arising out of the User's use of the Portal, Content and/or the Services) suffered or incurred by SPPG Indemnitees in connection with or arising from (1) the User's access and/or use, or the User's purported access and/or use of the Portal, Content and/or Services; (2) the User's breach or purported breach of any of these Terms & Conditions of Use; (3) the enforcement of SPPG's rights under these Terms & Conditions of Use or in acting upon any instructions which the User may give in relation to the Portal, Content and/or Services; or (4) any negligence, fraud and/or misconduct on the User's part.

### **14. TERMINATION**

The User may terminate these Terms & Conditions of Use by giving 30 days' written notice to SPPG.

SPPG shall be entitled to terminate the provision of the Services to the User immediately upon a breach by the User of any of the terms of these Terms & Conditions of Use with or without prior written notice. In the absence of such breach, SPPG may terminate the provision of the Portal, Services and/or Content to the User at any time in writing.

For the avoidance of doubt, the User may not evade any legal proceedings or investigations by cancelling the User's E-Account with SPPG or if the E-Account is terminated by SPPG. The User will remain liable for all obligations related to the User's E-Account even after the E-Account is cancelled or terminated.

Failure to comply with these Terms & Conditions of Use constitutes a material breach and may result in SPPG taking all or any of the following actions:

- (i) immediate, temporary or permanent withdrawal of the User's right to use the Portal, Content or Services;
- (ii) immediate, temporary or permanent removal of any material uploaded by the User to the Portal;
- (iii) issuance of a warning to the User;
- (iv) legal proceedings against the User 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 the User; and/or
- (vi) disclosure of such information to law enforcement authorities as SPPG reasonably feel is necessary.

SPPG will determine, in its reasonable discretion, whether there has been a breach of these Terms & Conditions of Use through the User's use of the Portal and/or the Services. When a breach of these Terms & Conditions of Use has occurred, SPPG may take such action as it deems appropriate.

SPPG has the right to disable the access of any User at any time, if in its reasonable opinion the User has failed to comply with any of the provisions of these Terms & Conditions of Use. SPPG will notify the User of any suspension or restriction of the User's E-Account and of the reasons for such suspension or restriction as soon as SPPG can, unless notifying the User would be unlawful or would compromise SPPG's reasonable security interests.



SPPG excludes liability for actions taken in response to breaches of these Terms & Conditions of Use. The responses described in these Terms & Conditions of User are not limited, and SPPG may take any other action that it reasonably deems appropriate.

#### **15. APP POLICIES, MODIFICATION, AND SEVERABILITY**

Please review our other policies, such as the SP Group Personal Data Protection Policy (<https://www.spgroup.com.sg/personal-data-protection-policy>) which may be updated and/or amended from time to time, which shall be deemed to be incorporated into these Terms & Conditions of Use. By using the Portal and/or the Services, the User agrees that all Personal Data of the User may be collected, used and disclosed by SPPG, its Affiliates and partners in accordance with SP Group Personal Data Protection Policy, as may be updated and/or amended from time to time.

In addition to and without prejudice to any other consent which the User provides to SPPG from time to time (for example through the SP Group Personal Data Protection Policy), the User hereby authorises and consents to SPPG, its Affiliates and partners to collect, use and disclose the Personal Data of the User for the following purposes:

- a. To provide the User with access to and use of the Portal and/or Services;
- b. To process payments and all other matters in connection with the Portal and/or Services;
- c. To communicate with the User;
- d. To update SPPG's records and to maintain the User's E-Account;
- e. To verify the identity and authority of the User;
- f. To develop new services and products; and
- g. To carry out analytics, research, planning and statistical assessment.

SPPG reserves the right to make such changes to these Terms & Conditions of Use as SPPG may in its discretion deem fit from time to time. SPPG will notify the User of such amendments by posting the changes on the Portal or such other method of notification as may be designated by SPPG (such as via email or other forms of electronic communications), which the User agrees shall be sufficient notice for the purposes of this paragraph. If the User does not agree to be bound by the changes to these Terms & Conditions of Use, the User shall immediately cease all access and/or use of the Portal and Services. The User further agrees that if he/she continues to use and/or access the Portal, Content and/or Services after being notified of such changes to these Terms & Conditions of Use, such use and/or access shall constitute an affirmative: (i) acknowledgement by the User of these Terms & Conditions of Use and its changes; and (ii) agreement by the User to abide and be bound by these Terms & Conditions of Use and its changes.

Where any of part these Terms & Conditions of Use is deemed to be invalid, void, illegal or unenforceable, the legality, validity and enforceability of the remaining parts of these Terms & Conditions of Use shall not be affected or impaired thereby and shall continue in force as if such invalid, void, illegal or unenforceable part of these Terms & Conditions of Use was severed from these Terms & Conditions of Use.

#### **16. REVISIONS**

The Content are subject to change (including, without limitation, modification, deletion or replacement thereof) from time to time at the sole discretion of SPPG and without notice the User. SPPG may upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, this Portal, the Content and/or the Services at any time without notice and without assigning any reason therefore. SPPG shall not be liable if any such upgrade, modification, suspension or alteration prevents the User from accessing this Portal, Content and/or the Services or any part thereof.

#### **17. MISCELLANEOUS**

The User may not assign any of his/her rights under these Terms & Conditions of Use without SPPG's prior written consent. SPPG may assign its rights under these Terms & Conditions of Use to any of its Affiliates or any third party.

No failure or delay to exercise SPPG's rights under these Terms & Conditions of Use shall operate as a waiver thereof nor shall such failure or delay affect the right to enforce SPPG rights under these Terms & Conditions of Use.





A person or entity who is not a party to these Terms & Conditions of Use (other than SPPG's Affiliates) shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) or any similar legislation in any jurisdiction to enforce any term of these Terms & Conditions of Use. Without prejudice to the generality of the above, SPPG's right to vary, amend or rescind these Terms & Conditions of Use in accordance with these Terms & Conditions of Use may be exercised without the consent of any person or entity who is not a party to these Terms & Conditions of Use.

User agrees and acknowledges that these Terms & Conditions of Use and the Services do not include the provision of Internet access or other telecommunication services by SPPG. Any Internet access or telecommunications services (such as mobile data connectivity) required to access and use the Content and/or Services shall be the User's sole responsibility and shall be separately obtained by User, at the User's own cost, from the appropriate telecommunications or internet access service provider.

Nothing herein shall be construed as a representation by SPPG and/or its Affiliates that the information and materials contained in or accessed through this Portal is appropriate or available for use in geographic areas or jurisdictions other than Singapore. By accessing and/or using this Portal and/or the Services, the User agrees that such access and/or use, as well as these Terms & Conditions of Use shall be governed by, and construed in accordance with, the laws of Singapore and the User agrees to submit to the exclusive jurisdiction of the Singapore courts.