

IT IS AGREED:

1. DEFINITIONS

- 1.1 For the purpose of this Agreement, the following definitions shall apply:
- (a) The term “**Service**” shall mean access to some or all of the **SISVSPL** information and data.
 - (b) The term “**User**” shall mean the user who has registered for **SISVSPL’s** services and has been authorized to use the Service.
 - (c) The term “**User’s Equipment**” shall mean compatible computer, printer and the like, used by User in conjunction with the Service.

2. ACCEPTANCE OF TERMS

- 2.1 The User agrees to apply to and **SISVSPL** agree to provide the Service upon the terms and conditions of this Agreement. The Service is a **SINGLE USER SYSTEM** and is made available to the User on an “AS IS” basis without warranty. **SISVSPL** shall use its best efforts to keep its database information accurate and current for the Service to be available to the User. The User shall provide at their own costs and expenses the User’s Equipment.
- 2.2 **SISVSPL** reserve the right, without prior notice, to make changes in its computer hardware, system or application software, programming languages, data structure and data communications. In event of such changes and if the User’s Equipment has to be modified or changed, the User shall make such modifications and changes at its own cost and expense. **SISVSPL** also reserves the right without prior notice to make changes in the User identification procedures as well as the hours and rules of operation.

3. USER’S REGISTRATION OBLIGATIONS

- 3.1 The User agrees to:
- (a) provide true, accurate, current and complete information about oneself as prompted by the Service’s registration form (such information being the “Registration Data”);
 - (b) maintain and promptly update the Registration Data to keep it true, accurate and complete.
- 3.2 If the User provides any information that is untrue, inaccurate, not current or incomplete, or **SISVSPL** has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, **SISVSPL** reserve the right to suspend or terminate the User’s account and refuse any and all current or future use of the Service (or any portion thereof).

4. MEMBER ACCOUNT, PASSWORD AND SECURITY

- 4.1 The User is solely and fully responsible for maintaining the confidentiality of the password and account, and for all activities that occur under its password or account. The User shall:
- (a) immediately notify **SISVSPL** of any unauthorized use of its password or account, or any other breach of security; and
 - (b) ensure that one properly exits from one’s account at the end of each session. **SISVSPL** cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

5. LIMITATION ON USE OF SERVICE

- 5.1 The User shall not permit the use of the Service to any office holders, employees, agents and/or any other person other than oneself. The User shall not furnish to any third party or parties with data, software manuals, make copy/copies of the software and data, or make available any part of the Service provided to the User under this Agreement. The User does not, by virtue of this Agreement, acquire any proprietary interests in any material obtained from the Service.
- 5.2 The User shall use the Service for reference or research purpose only and shall not publish, broadcast, or sell any material retrieved from the Service in any manner whatsoever, nor shall the User use such materials in any other fashion that may infringe any copyrights or proprietary interest of **SISVSPL**.

6. TERMINATION

- 6.1 **SISVSPL** in its sole and absolute discretion, may terminate this Agreement, password, account (or any part thereof) and remove and discard any content within the Service at any time without any prior notice:
- (a) if the User is in breach of or fails to comply with any of the terms and conditions in this Agreement; or
 - (b) if believes or discovered that any third party other than the User is found to be using the Service and is in breach of this Agreement; or
 - (c) the User having violated or acted inconsistently with the letter or spirit of this Agreement.

Having agreed between the parties than **SISVSPL** shall not be liable to the User or any third party in any way for any termination of its access to the Service.

7. PROPRIETARY DATABASE INFORMATION

- 7.1 The title to database information furnished to the User in connection with this Agreement shall be and remain vested in **SISVSPL**. Nothing in this Agreement shall be construed to give the User any right, title, or interest in the database information whatsoever provided hereunder.

8. PERFORMANCE, WARRANTIES AND LIABILITIES

- 8.1 **SISVSPL** will use reasonable care in providing the Service under this Agreement. **SISVSPL** reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. **SISVSPL** shall not be liable to the User or to any third party for any modification, suspension or discontinuance of the Service.
- 8.2 Except as specifically stated in this Agreement, **SISVSPL** disclaims all warranties, express, implied and statutory, including but not limited to any implied warranties of merchantability of fitness for particular purpose.
- 8.3 **No Liability**
- (a) In no event shall **SISVSPL** be liable for any direct, consequential incidental, or special damages incurred by the User as a result of the Service supplied by **SISVSPL** under this Agreement regardless of whether the possibility of such damages was disclosed to, or could have reasonably been foreseen by **SISVSPL**. In addition, except as expressly provided herein, the User agrees that **SISVSPL** shall **NOT** be liable for any loss of profits or for the defense of any claim or demand against the User by any third party, or for payment of damages, whether or not such claim or demand is successful.
 - (b) The User assumes sole responsibility for all use of the Service and hereby indemnifies and holds **SISVSPL** and its affiliates, officers, agents, co branders or other partners and employees harmless against any liability, claim, demand or any person that is attributable to proper or improper use of the Service by the User.
 - (c) If the User requests and receives assistance from **SISVSPL**, its office holders, employees in using the Service, such assistance will be at the User’s risk and **SISVSPL** shall not have any responsibility or liability arising there from.
 - (d) **SISVSPL** shall **NOT** be liable for any error or omission resulting directly or indirectly from any error or omission, or interruption of the Service or from the User’s failure to perform properly any of its responsibilities specified under this Agreement. **SISVSPL** makes no warranty that
 - (i) the Service will meet the User’s requirements,
 - (ii) the Service will be interrupted, timely or secure,
 - (iii) the results that may be obtained from the use of the Service will be accurate and reliable,
 - (iv) the quality of any products, services, information, or other material purchased or obtained by the User through the Service will meet its expectations, and
 - (v) any errors in the software will be corrected.

9. DEFAULT AND SISV SERVICES RIGHTS TO CLAIM DAMAGES ON ABUSE OF SERVICE

- 9.1 **SISVSPL** may, without further notice, terminate the User’s access to and use of the Service provided under this Agreement.
- 9.2 **SISVSPL** reserves the right to claim damages from the User in the event that one shares one’s service to other persons.

10. USER’S ACKNOWLEDGEMENT & UNDERTAKING

- 10.1 The User agrees, acknowledges and undertakes that in respect of the Service or data provided by or to be provided by **SISVSPL**, the User shall not hold **SISVSPL** or the agencies or relevant authorities from whom data or information is obtained by **SISVSPL** or **SISVSPL** liable for any loss or damage or injury to reputation suffered by User or any third party by reason either directly or indirectly of any acts, statements, negligence, faults, errors, omissions of **SISVSPL**, the relevant agencies or authorities or their employees or agents or licenses arising from the said data or Service.

11. GENERAL PROVISIONS

- 11.1 **SISV SPL** shall **NOT** be liable for any failure to perform its obligations under this Agreement due to acts of GOD, nature or local government agency, war, civil disturbance, labor disputes or shortages, electrical or mechanical breakdowns, inability or refusal of a common carrier to provide communications capabilities, and any other cause beyond the control of **SISVSPL**.
- 11.2 This Agreement may not be assigned, in whole or in part, by the User without the prior written approval of **SISVSPL**.
- 11.3 This Agreement shall be construed in accordance with the laws of the Republic of Singapore.
- 11.4 If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.