

SINGAPORE MEDIATION CENTRE WEBSITE

Terms and Conditions of Use

1. Access to the Website and its Content

1.1 Singapore Mediation Centre (SMC) will endeavour to allow you uninterrupted access to this Website, but access to this Website may be disrupted, restricted, suspended or terminated at any time at its discretion or for reasons beyond its control.

1.2 SMC reserves the right to improve, change, modify, substitute or remove any information on this Website, or terminate this Website, at any time without notice.

1.3 Any communication or material that you transmit to this Website or to SMC by electronic mail or otherwise, including any comments, data, questions and suggestions, is and will be treated as non-confidential and non-proprietary unless a prior arrangement in writing is made between you and SMC. SMC may preserve any such content and may disclose it to third parties if required to do so by law or in the good faith belief that such preservation or disclosure is necessary to comply with legal process; respond to claims that the content violates the rights of third parties; enforce these Terms and Conditions; or protect the rights, property or personal safety of this Website and its users.

1.4 SMC does not review any third-party web pages or websites hyperlinked to this Website and is not responsible for the content of any such off-site pages or sites. If you visit such off-site pages or sites through this Website, you do so at your own risk.

2. Intellectual Property

2.1 Unless otherwise indicated the copyright, database right and rights of an allied nature in the material contained in the Website, together with the website design, text and graphics, and their selection and arrangement, belong to SMC. All rights are reserved. None of this material may be reproduced or redistributed without its prior written permission. You may, however, download or print a single copy for your own non-commercial off-line viewing.

2.2 You agree that any logos, names, service marks, trade marks and other devices (collectively referred to as 'Marks') pertaining to SMC that may be displayed on this Website, are its registered and/or unregistered Marks. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of the Marks belonging to it or to third parties that are displayed on this Website without prior written permission.

2.3 Certain product and company names mentioned on this Website or material displayed on this Website may be intellectual property belonging to third parties. SMC does not warrant or represent that if you use such material you will not infringe the legal rights of these third parties.

3. Exclusions of Liability

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3.1 SMC uses reasonable endeavours to ensure that the information on the Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. However, to the extent permitted by applicable law, it disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on this Website.

3.2 Due to the nature of electronic transmission of data over the Internet, SMC does not warrant:

3.2.1 that access to this Website will be fault-free, secure, timely or uninterrupted, or that the Website will be free from software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

3.2.2 the accurate receipt or security of any information transmitted by you by electronic mail or otherwise to the Website or SMC.

Accordingly, your use of this Website, and the electronic transmission of any document or information by you to the Website or SMC is at your own risk.

3.3 The liability of SMC and/or of any other party involved in creating, producing or delivering this Website (the 'Web Programmer') for any damages, claims or losses arising from an inability to access this Website, or from any use of this Website or reliance on the data transmitted using this Website, is excluded to the fullest extent permissible by law. In no event shall SMC or the Web Programmer be liable for any anticipated savings, business, goodwill, loss of profit, opportunity, revenues or other direct, indirect, consequential, incidental or special loss or damage of any kind, whether arising from breach of contract, tort (including negligence, defamation and infringement of copyright or database right or other intellectual property rights) or otherwise arising out of use of this Website, whether or not notified of such damage or loss arising, except where such liability cannot be excluded by law.

3.4 On this website, SMC may from time to time provide you with information on third-party suppliers and the goods and services they deal in and/or the events that they organise. Any goods, services or events not stated to be provided or organised by it are provided by such third parties over whom it has no control. Nothing on this Website should be construed as an endorsement by or recommendation from SMC to buy any products or services featured or to participate in any events. You should satisfy yourself that you wish to purchase the goods or services or participate in the events in question before contracting with the suppliers. The suppliers will deal with you on their own terms and conditions and you should check that you agree to those terms and conditions before making any financial commitment. SMC accepts no liability for any goods or services provided or events organised by such third-party suppliers.

3.5 SMC does not monitor, verify or endorse information submitted by third parties for posting on this Website. You should be aware that such information may be inaccurate, incomplete or out of date.

3.6 SMC endeavours to prepare the content of the Website in accordance with Singapore law. It does not warrant that the Website will satisfy the laws of any jurisdiction other than Singapore.

3.7 Without limiting the foregoing, everything on this Website is provided to you 'as available' and 'as is', and SMC disclaims to the fullest extent permissible by law any representation, warranty or responsibility of any kind, either express or implied, in relation to any information, goods or services offered, accessed or obtained through this Website. It also makes no representations or warranties, express or implied, with respect to this Website, or any part of it, including any warranties of title, non-infringement of the intellectual property rights of third parties, merchantability, satisfactory quality, or fitness for any purpose.

4. Acceptable Use

4.1 You may only use the Website in accordance with these Terms and Conditions and, in any event, for lawful and proper purposes which includes complying with all applicable laws, regulations and codes of practice within Singapore or other jurisdictions from which you are accessing this Website.

4.2 In particular, you agree that you will not:

4.2.1 upload, post, e-mail or otherwise transmit to the Website or to SMC:

4.2.1.1 any content that is abusive, defamatory, harassing, harmful, invasive of privacy, objectionable (due to attitudes towards disability; gender; race, descent, ethnicity or nationality; religion or belief; sexual orientation; or other personal characteristics), obscene, threatening, tortious or unlawful, or otherwise use this Website in a manner which causes or may cause an infringement of the rights of any third party;

4.2.1.2 any content that you do not have a right to transmit under any law (including content that infringes the intellectual property rights of any third party), or under contractual or fiduciary relationships (such as confidential or proprietary information learned or disclosed as part of employment relationships or under non-disclosure agreements); and

4.2.1.3 any unsolicited or unauthorised advertising or promotional materials or any other form of solicitation, including but not limited to chain letters, junk mail and spam;

4.2.2 impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or take any action to disguise the origin of any content transmitted to the Website or to SMC;

4.2.3 use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this Website, including but not limited to uploading or making available through whatever means files containing corrupt data, software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

4.2.4 deface, alter or interfere with the front-end 'look and feel' of this Website or the underlying software code;

4.2.5 take any action which imposes an unreasonable or disproportionately large load on this Website or its related infrastructure;

4.2.6 obtain or attempt to obtain unauthorised access, through whatever means, to any of computers, networks or servers owned or used by SMC; and/or

4.2.7 collect or store personal information about other users of the Website.

4.3 You may only use the Website in the capacity of an end-user. You must not, without the prior written permission of SMC:

4.3.1 sell, resell or otherwise exploit; copy or reproduce for the purpose of such sale, resale or exploitation; or carry out an act preparatory to any of the foregoing acts in respect of; any portion of the Website, or documents or information obtained from the Website; or

4.3.2 access or use the Website for providing database, information, service-bureau or other commercial services to third parties.

4.4 Without prejudice to any of our other rights, whether at law or otherwise, SMC reserves the right to deny you access to this Website where it believes in its absolute discretion that you are in breach of any of these Terms and Conditions.

4.5 You agree to indemnify and hold SMC, its subsidiaries, affiliates, officers, employees and agents, harmless from any claim or demand, including legal fees on an indemnity basis, made by any third party due to or arising out of your use of this Website; content you submit, post to or transmit to the Website or to SMC; or your violation of these Terms and Conditions or of the rights of any third party.

5. Miscellaneous

5.1 These Terms and Conditions contain all the terms of your agreement with SMC relating to your use of the Website, and supersede any prior agreements, if any, between you and SMC.

5.2 SMC may modify these Terms and Conditions at any time. Such modification shall be effective immediately upon posting of the modified Terms and Conditions on this Website. Accordingly, your continued or subsequent access or use of this Website shall be deemed to be your acceptance of the modified Terms and Conditions.

5.3 You agree that notices and legal process may be sent to you or served on you either personally, through the post, or by e-mail.

5.4 The failure of SMC to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these

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Terms and Conditions is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms and Conditions remain in full force and effect.

5.6 The section headings in these Terms and Conditions are for convenience only and have no legal or contractual effect.

5.7 Your use of this Website, any downloaded material from it and the operation of these Terms and Conditions shall be governed by, construed and interpreted in accordance with the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of the Singapore Courts. SMC reserves the right, if it sees fit, to bring proceedings in the courts of the country of your residence.

5.8 Neither your use of the Website nor these Terms and Conditions creates any relationship of solicitor and client between any of the SMC's officers, employees or agents on the one hand and you on the other, and none of the content of the Website should be construed as legal advice.

5.9 None of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act (Cap 53B) by a person who is not a party to it.