SUBSCRIPTION TERMS AND CONDITIONS

1) **DEFINITIONS**
   i)   "Customer" means the person or corporate entity which successfully applies for subscription from SingPost to use the Database;
   ii) "Database" means the 6-Digit Postal Code database compiled, developed and created by SingPost and/or its suppliers, contained in any medium whatsoever, whether printed, electronic or otherwise, as may be updated or amended by SingPost from time to time;
   iii) "Documentation" means the user manual containing instructions on the use of the Database and any other proprietary information provided by SingPost to the Customer pursuant to the subscription;
   iv) "Subscription Fee" means the fee in Singapore Dollars payable by the Customer to SingPost for the subscription;
   v)   "Subscription Form" means the 6D Postal Database Subscription Form completed and submitted by the Customer to SingPost.
   vi) "Subscription Period" means the period in which the Customer has subscribed for rights to use the Database in accordance with these Terms & Conditions, such period to be ascertained from the Subscription Plan.
   vii) "Subscription Plan" means the subscription plan selected by the Customer, as indicated on the Subscription Form.
   viii) "User" means an employee of the Customer or such other person who has been authorised by the Customer to use the Database for purposes of the Customer's own internal business operations; and
   ix) "Working day" means Mondays to Fridays excluding public holidays.

2) **USE OF DATABASE AND DOCUMENTATION**
   a) <u>Use of Database</u>. SingPost grants to the Customer a non-exclusive, personal and non-transferable right to use the Database solely for its own internal business operations during the Subscription Period in accordance with these Terms & Conditions. In the event that the Subscription Plan selected by the Customer on the Subscription Form is "One-Time Purchase", the Customer may only use the Database on an ad-hoc basis over a short period of time. In the absence of manifest error, SingPost's determination as to whether the Customer's use of the Database breaches this Clause 2(a) shall be final and conclusive.
   b) <u>Use of Documentation</u>. The Customer shall use the Documentation solely for purposes of supporting the Users' use of the Database in accordance to these Terms & Conditions.
   c) <u>Restrictions</u>. The Customer may only use the Database and Documentation, or any portion thereof, in the manner and for the purposes expressly provided in these Terms & Conditions.
      i) Without limiting the generality of the foregoing, the Customer shall not, and shall not permit or otherwise allow or instruct any User or third party to:
         (1) market, sell, lease, rent, licence, distribute, advertise or otherwise make available to any third party, the Database and/or Documentation, in whole or part, the originals or copies thereof. In particular, the Customer shall not make available to the public in any form, format or media, any copy or part of the Database and/or Documentation;
         (2) reverse engineer, decompile, disassemble, discern, discover, decrypt, unlock or otherwise access the source code of the Database in whole or part;
         (3) rent, lease, grant a security interest in, or otherwise transfer or attempt to transfer any rights, title, interests in or to, the Database and/or Documentation, or allow any attachment, levy, execution upon or against the Database and/or Documentation;
         (4) remove or alter any legends, restricted rights notices, product identification, copyright, trademark or other notices from the Database and/or Documentation;
         (5) copy, improve, translate, alter, prepare derivative works or otherwise reproduce the Database and/or Documentation, in whole or in part; and/or
         (6) otherwise deal with the Database and/or Documentation in any way or for any purposes other than those expressly permitted in these Terms & Conditions.

ii) Without limiting the generality of the foregoing, the Customer shall:
   (1) procure that each of its Users strictly comply with the terms of these Terms & Conditions as if he was a party thereto, and shall take all steps available to it to enforce such obligations; and
   (2) ensure that each copy of the Database and Documentation contains all legends, restricted rights notices, product identification, copyright, trademark or other notices as in the original, and all such copies shall be subject to these Terms & Conditions.

d) <u>Retention of Rights.</u> SingPost reserves all rights not expressly granted to the Customer.
   i) Without limiting the generality of the foregoing, the Customer acknowledges and agrees that:
      (1) SingPost and/or its suppliers retain all rights, title and interest of whatever nature in and to the Database and Documentation; and
      (2) neither it nor any of its Users acquires any rights, express or implied in or to the Database and/or Documentation; and
      (3) any configuration, modification, updates, improvements, new releases or adaptation of the Database and/or Documentation shall not affect or diminish SingPost's rights, title, and interest in and to the Database and/or Documentation.
   ii) For the avoidance of doubt, the Database and Documentation, and all intellectual property such as copyright, design, patent, trade secret and all other proprietary rights of whatsoever nature under the laws of any country, jurisdiction or body, in and to the Database and Documentation, are and shall remain the sole and exclusive property of SingPost and/or its suppliers.

e) The Customer shall be solely responsible for the use, supervision, management and control of the Database and Documentation. The Customer shall ensure that the Database and Documentation are protected at all times from misuse, damage, destruction or any form of unauthorized use or disclosure. The Customer shall notify SingPost immediately in writing if the Customer becomes aware of any unauthorized use or disclosure of the Database and Documentation, in whole or in part, by any person or entity.

f) SingPost may, at its sole discretion, grant to any other parties the right to use the Database and/or Documentation.

3) **DELIVERY OF THE DATABASE AND DOCUMENTATION**

   a) SingPost will deliver or cause to be delivered one (1) copy of the Database and Documentation to the Customer within five (5) working days of SingPost's receipt of the Customer's payment of the Subscription Fee. SingPost shall be at liberty to use such mode of delivery as it deems fit.

4) **DELIVERY OF THE DATABASE AND DOCUMENTATION**

   a) SingPost reserves the right to immediately revoke the use of the Database and Documentation and terminate these Terms & Conditions, if there is any breach by the Customer of any of the terms & conditions herein and SingPost has given fourteen (14) days' notice of such breach and the Customer has failed to rectify such breach within that time.

   b) Revocation of the use of the Database and Documentation and termination of these Terms & Conditions shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall it relieve the Customer of its obligation to pay all Subscription Fees that have accrued or are otherwise owed by the Customer to SingPost.

   c) Upon the revocation of use of Database and Documentation and termination of these Terms & Conditions, the Customer shall:
      i) cease using the Database and Documentation; and
      ii) certify to SingPost within thirty (30) days after the revocation and termination that the Customer has destroyed, or has returned to SingPost, the Database, Documentation, and all copies thereof, whether or not modified or merged into other materials.

   d) Upon the expiry of the Subscription Period the Customer shall:
      i) cease using the Database and Documentation; and
      ii) have the right to retain the Database only for the purpose of reference/audit.

5) DISCLAIMERS

a) To the extent permitted by law, all express or implied warranties and representations not contained in these Terms & Conditions are excluded from these Terms & Conditions.

b) Without prejudice to the generality of the foregoing, SingPost does not warrant or make any representations:

 i) that the Database and/or Documentation will meet the Customer's requirements or is fit or suitable for the Customer's purposes;

 ii) that the Database supplied in electronic form will operate in combinations with other hardware, software, systems or data (except as expressly specified in writing by SingPost in the Documentation) which the Customer may choose to use;

 iii) that the Database and/or Documentation would operate in an uninterrupted manner or is error-free; or

 iv) about the accuracy, completeness or sufficiency of the Database and/or Documentation.

c) SingPost shall not be responsible, and no measure of damages will, under any circumstances, include:

 i) any losses and/or corruption to the data of the Customer;

 ii) special, indirect, consequential, incidental or punitive damages; or

 iii) economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data, whether in an action in contract, tort (including without limitation negligence), product liability, statute, under an indemnity or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

6) INJUNCTIVE RELIEF

a) Each party acknowledges and agrees that in the event of a material breach of these Terms & Conditions by the Customer, SingPost shall be entitled to immediate injunctive relief, in addition to any other remedies it might have at law or in equity.

7) CONSENT TO USE AND DISCLOSE CUSTOMER INFORMATION AND DATA

a) The Customer agrees that SingPost shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with the SingPost General Terms & Conditions located at the SingPost website at http://www.singpost.com (or available from SingPost on written request). The Customer is entitled to withdraw such consent in accordance with the procedure as prescribed by SingPost from time to time.