

## **Industrial Properties Department (IPD)**

### **USER AGREEMENT**

***Please read these terms ("Requirements") carefully. By utilising the Services herein, you agree to be bound by the Requirements below as well as any schedules, policies and guidelines incorporated by reference.***

---

- 1 Interpretation
- 2 Services
- 3 Modification
- 4 Privacy and Security
- 5 Duties of User
- 6 Disclaimers and Limitation of Liability
- 7 Indemnity
- 8 Intellectual Property
- 9 Links to Other Web Sites
- 10 Termination
- 11 Payments
- 12 Notices
- 13 Terms and Conditions for Services
- 14 Applicable Law

#### **1 Interpretation**

Except where the context otherwise requires,

"Account" means the account which a User maintains with HDB for the purpose of utilising any of the Services provided in this Web site;

"Company" means a company incorporated or registered in Singapore;

"Firm" includes a sole proprietorship and a partnership registered in Singapore;

"HDB" means the Service Provider of the Services;

"He" includes "she" and "it", depending on whether the User is a sole proprietor, a partner, Company, or an authorised employee or agent of a Firm or Company;

"Services" means all electronic services provided or to be provided by HDB in this Web site;

"User" means any person who uses any of the Services in his own name or for and on behalf of a Firm/Company. Where the person uses the Services for and on behalf of a Firm/Company, the Firm/Company shall be deemed to be a User as well.

"Web site" means all web pages contained in this web site, but does not include other unrelated web pages where access is provided by a hyperlink.

#### **2 Services**

- 2.1 The Services provided herein are conditional upon the User's acceptance of and compliance with these Requirements.

- 2.2 The User shall not be entitled to utilise any of the Services provided herein unless he has completed the registration/verification procedure prescribed by HDB.
- 2.3 HDB reserves the right in its absolute discretion to suspend, modify or discontinue, temporarily or permanently, its Services without giving any reason and shall not be liable to the User for any suspension, modification or discontinuance of its Services.
- 2.4 HDB may from time to time, without giving prior notice, upgrade, modify, suspend or alter fully or partially the Web site for accessing the Services and shall not be liable if any such upgrading, modification, suspension or alteration prevents the User from accessing the Services.
- 2.5 HDB shall have the absolute right to reject any application or transaction attempted or made by any User using the Services.

### **3 Modifications To the Requirements & Other Information**

- 3.1 HDB may modify these Requirements from time to time without giving prior notice to the User. Any use of the Services by the User after such modification shall be subject to the Requirements as so modified.
- 3.2 The User shall also be bound by all the prevailing policies, guidelines and directions issued by HDB or any other relevant authority relating to the use of the Services by the User.
- 3.3 HDB may at its discretion, vary or update any information contained in the Web site without giving prior notice to any User. By using the Services, the User shall be deemed to have accepted the Requirements in force as at the date of use of the Services.

### **4 Privacy and Security**

- 4.1 Subject to the terms of the Privacy Policy/Statement for the website and this User Agreement, HDB will not disclose any personal information obtained from the User to third parties without obtaining the prior consent of the User unless otherwise required by law.
- 4.2 The User shall :
- take all necessary steps to keep his User ID and Password secret at all times;
  - change his Password periodically;
  - be responsible for maintaining the confidentiality of his User ID, Password and account information;
  - be responsible for the loss of his User ID or Password; and
  - be responsible for all activities and transactions that take place under his Password or account.

### **5 Duties of the User**

- 5.1 The User shall ensure that any information or data posted or permitted or caused to be posted by him is true and accurate and shall be solely responsible for the contents of any information and data posted.

- 5.2 The User shall promptly provide to HDB, upon request, any additional information which HDB may consider necessary in providing its Services.
- 5.3 The User shall not interfere with or disrupt computer networks or systems connected to, supporting or hosting the Services and HDB's web site under any circumstances whatsoever.
- 5.4 The User shall not use any device or software to interfere or attempt to interfere with the proper working of the Services and/or HDB's web site.
- 5.5 The User shall not take any action that imposes an unreasonable or disproportionately large load on the Services or its associated infrastructure.

## **6 Disclaimers and Limitation of Liability**

- 6.1 HDB makes no warranty that the Services will meet the User's needs or requirements, or that the Services, software or information provided will be uninterrupted, timely, accurate, reliable, secure or error free.
- 6.2 Information and materials contained in HDB's Web site (including information and materials posted by Users) are provided on an "as is" and "as available" basis. HDB does not warrant the accuracy, adequacy, timeliness or completeness of such information or materials and expressly disclaims any liability for errors or omissions.
- 6.3 The User acknowledges, accepts and assumes all risks inherent in internet transactions and will not hold HDB liable under any circumstances whatsoever for any claim or demand (for damages, losses, expenses or otherwise) which the User may have or be exposed to as a result of the User assuming such risks.
- 6.4 HDB shall not be liable for any loss or damage which may result, directly or indirectly from:
  - the use, inability to use, or defects in the Services;
  - messages sent or received or transactions entered through the Services;
  - unauthorised access to, or alteration of the User's transmissions or data;
  - the disclosure of any information concerning the User or his particulars due to a malfunction or any other reason whatsoever;
  - loss of information howsoever caused whether as a result of any interruption, suspension or termination of this Web site or otherwise;
  - any access, use or the inability to access or use the Web site or reliance on any of the contents of the web site;
  - system/server/equipment/connection failure, error, omission, interruption, delay in transmission or computer virus;
  - any use or access to any other web site linked to this Web site;
  - the inability of the User to perform any transaction due to limits/rules set by HDB from time to time.

## **7 Indemnity**

- 7.1 The User shall indemnify HDB at all times from any claim, demand, loss, expense or cost which HDB may suffer or incur as a result of any of the following:
  - Use of the Services by the User;

- Breach of any of the Requirements by the User;
- Any action taken or omitted to be taken in good faith by HDB pursuant to any information or instruction given by the User.

7.2 This indemnity shall survive any termination of the agreement between HDB and the User.

## **8 Intellectual Property**

8.1 All intellectual property rights in the materials and information contained in the Web site (including pictures, graphics, text and sound) shall belong solely to HDB.

8.2 These materials and information shall not be reproduced or used by the User for any other purpose (including publication, display, distribution and broadcasting) without the prior written approval of HDB.

8.3 HDB shall be entitled to reproduce, use, disclose and distribute any feedback, suggestions and other information (including ideas, concepts, inventions, techniques and know-how disclosed therein) received from Users.

## **9 Content and Links to Other Web Sites**

9.1 HDB reserves the right to provide links to other unrelated web sites including private sector services. Links to such private sector services are not to be taken to mean they are public services, nor that they are endorsed by the Government or HDB. The User shall not hold HDB responsible or liable, directly or indirectly, for any information or material provided or made available in such web sites.

9.2 The User shall not publish any content, nor link any page in this Web site to any other web site containing any prohibited material under the Media Development Authority's Internet Code of Practice (see [Annex A](#)), including and not limited to the following:

- (a) inappropriate, racist, profane, defamatory, obscene, indecent or unlawful topics, names, materials or information;
- (b) materials or information that violates any intellectual property, proprietary, privacy, publicity or other legal rights; or
- (c) materials that promotes terrorism and that is harmful to public interest, public morality, public order, public security, national harmony, or is otherwise unlawful

9.3 The User shall not frame any page in this Web site within any other web site, or place a hyperlink to this Web site, without the prior written approval of HDB.

9.4 HDB reserves the right to object or disable any link to or frame to or from any site, and to remove any published content or material which violates the Media Development Authority's Internet Code of Practice, this User Agreement, any written law, any applicable intellectual property, proprietary, privacy or publicity rights.

9.5 HDB reserves the right to disable any unauthorized links or frames and disclaims any responsibility for the content available on any other site reached by links to or from this Web Site or any of the contents.

9.6 HDB reserves the right to use, display and publish the content, including classified advertisements, images, and any information published on HBiz by the User, in HDB's affiliate website at [www.place2lease.com](http://www.place2lease.com).

## **10 Termination**

- 10.1 Without limitation to the Requirements, HDB shall be entitled to terminate a User's Account, with or without notice, in any of the following circumstances:
- (a) If the Account remains dormant for 3 months;
  - (b) Where the User has provided inaccurate or false information, whether knowingly or unknowingly;
  - (c) Where the User has engaged in any fraudulent or undesirable activity or entered into any transaction in bad faith in relation to the Services provided;
  - (d) Breach of any of the Requirements by the User;
  - (e) Where HDB forms the view that the continued usage of the Services by the User is not in the interests of HDB, other Users or members of the public having access to the Web site; and
  - (f) Any other circumstances which HDB, in its absolute discretion deems fit.
- 10.2 Upon termination, HDB shall be entitled to deactivate and delete the User's Account, password and all related information and files in the User's Account and bar the User from further access to this Web site.
- 10.3 HDB shall under no circumstances be liable to the User for the result or effects of any termination of the User's access to this Web site.

## **11 Payments**

The User shall ensure that payments are made to HDB in accordance with the methods prescribed by HDB. HDB reserves the right to apportion payments received in accordance with its prevailing policies.

## **12 Notices**

- 12.1 Notices to the User may be given either through e-mail or other conventional means, including telephone, telex, facsimile, normal or registered mail, and by hand.
- 12.2 Documents shall be deemed to be duly served if sent by any of the above means to an address (electronic or otherwise) provided by the User in this Web site.

## **13 Terms and Conditions for Services**

In addition to these Requirements, the User shall also be required to comply with all other conditions which apply when specific Services provided by HDB in the Web site are utilised by the User.

## **14 Applicable Law**

- 14.1 These Requirements shall be governed by, and construed in accordance with the laws of Singapore.
- 14.2 Any failure by HDB to exercise or enforce its rights under any of these Requirements shall not constitute a waiver of such right.