

# SiReNT

## General Terms and Conditions

These General Terms and Conditions were last updated in June 2015

Singapore Land Authority  
Survey Services

### **1. Application of General Terms and Conditions**

- 1.1 The provision of the SiReNT Service (as defined below) by the Singapore Land Authority ("SLA") and the access and use of the SiReNT Service shall be governed by these General Terms and Conditions ("General T&Cs"), as well as the additional terms and conditions stipulated in the Specific Terms and Conditions (the "Specific T&Cs") applicable to the SiReNT Service which the Registered User has applied for, all of which are deemed incorporated into these General T&Cs as if they have been specifically set out in these General T&Cs. By applying for, requesting, accessing and using any part of the SiReNT Service, the Registered User shall be deemed to have accepted and agreed to be bound by these General T&Cs.
- 1.2 SLA may, at its absolute discretion, amend these General T&Cs (including without limitation, the fees stipulated in the Specific T&Cs) from time to time without prior notice. The amended General T&Cs shall be posted on the Website (as defined below), and upon accessing and using the SiReNT Service after the amended General T&Cs have been posted, the Registered User shall be deemed to have accepted and agreed to be bound by the amended General T&Cs. All references to these General T&Cs shall mean these General T&Cs as amended from time to time and posted on the Website.

## 2. **Definitions and Interpretation**

2.1 In these General T&Cs, the following words and expressions shall have the following meanings ascribed to them unless the context otherwise requires:

- 'Agreement'** has the meaning ascribed to it in Clause 3.3;
- 'Application Form'** means the application form for SiReNT Service posted on the Website;
- 'Authorised User'** means any individual:
- (a) who is a director or partner of the Registered User, or is employed or engaged under contract as part of the staff of the Registered User; and
  - (b) whom the Registered User has authorised to access and use the SiReNT Service for the purposes of and in accordance with these General T&Cs;
- 'Chargeable Data'** means:
- (a) (where the SiReNT Service is the Post Processing On-Demand Service) the Chargeable Data as defined in the Specific T&Cs for the Post Processing On-Demand Service;
  - (b) (where the SiReNT Service is the Differential Global Positioning Systems Service) the Chargeable Data as defined in the Specific T&Cs for the Differential Global Positioning Systems Service;
  - (c) (where the SiReNT Service is the Real Time Kinematic Service) the Chargeable Data as defined in the Specific T&Cs for the Real Time Kinematic Service; and
  - (d) (where the SiReNT Service is the Post Processing Archive Service) the Chargeable Data as defined in the Specific T&Cs for the Post Processing Archive Service;

**‘Commencement Date’**

means the date of commencement of the Agreement, which shall be the date of SLA’s notice of acceptance of the Registered User’s application for the SiReNT Service (given in accordance with Clause 3.3), or such other date as may be stipulated in SLA’s notice of acceptance;

**‘Confidential Information’**

means all information (whether commercial, financial, technical or otherwise and whether oral or in writing) that SLA or the Registered User receives or acquires from the other party before, on or after the date of the Agreement, but excludes information:

- (a) which is in or becomes part of the public domain other than through a breach of these General T&Cs or an obligation of confidence owed to the provider of the information; or
- (b) which was already known to the recipient at the time of disclosure by the disclosing party (other than if such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) which the recipient of the Confidential Information acquires from a third party entitled to disclose it;

**‘Contents’**

mean the materials located on the Website Secure Pages, including but not limited to the coordinates, numbers, text, scripts, graphics, images, animations, designs, photographs, artwork, music, sound recordings, video recordings, webpages, databases, software programs, technology, and other information, data, software or material;

**‘Data’**

means the coordinates, numbers, text, images and other data or information received, collected, compiled, computed or processed by the global positioning system reference stations and related software and equipment owned by SLA, including without limitation, the Chargeable Data;

**‘Intellectual Property’**

<b><u>Rights'</u></b>	means all intellectual property rights, including without limitation, any patents, copyrights, registered designs, unregistered designs, trade marks, and other similar proprietary rights, and all rights in any secret process and know-how;
<b><u>'month'</u></b>	means calendar month;
<b><u>'Registered User'</u></b>	means the applicant specified in the Application Form and whose application is accepted by SLA;
<b><u>'Required Data'</u></b>	means that part of the Chargeable Data requested by the Registered User and provided or to be provided by SLA under the SiReNT Service, in accordance with these General T&Cs;
<b><u>'SiReNT'</u></b>	means the Singapore Satellite Positioning Reference Network;
<b><u>'SiReNT Service'</u></b>	means the Post Processing On-Demand Service, the Differential Global Positioning Systems Service, the Real Time Kinematic Service or the Post Processing Archive Service, applied for by the Registered User and accepted by SLA;
<b><u>'Post Processing On-Demand Service'</u></b>	means the service to be provided by SLA, as described in the Specific T&Cs for Post Processing On-Demand Service;
<b><u>'Differential Global Positioning Systems Service'</u></b>	described in the Specific T&Cs for Differential Global Positioning Systems Service;
<b><u>'Real Time Kinematic Service'</u></b>	means the service to be provided by SLA, as described in the Specific T&Cs for Real Time Kinematic Service;
<b><u>'Website'</u></b>	means the website located at <a href="http://app1.sla.gov.sg/sirent">http://app1.sla.gov.sg/sirent</a> including without limitation the Website Secure Pages, and includes such other webpages or uniform resource locators as may be provided or substituted by SLA from time to time; and
<b><u>'Website Secure Pages'</u></b>	means the webpages on the Website which the Registered User may access only by using a login identification and password issued by SLA and includes such other webpages or uniform

resource locators as may be provided or substituted by SLA from time to time.

- 2.2 In these General T&Cs, unless the context requires otherwise:
- (a) words importing the singular number shall include the plural and vice versa; and
  - (b) references to a person shall include an individual, a body of persons whether corporate or incorporate, a government, a state, an agency of a state or a statutory board.
- 2.3 Any statute or statutory provision referred to in these General T&Cs shall be construed to refer to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced (whether on or after the date of these General T&Cs), and shall include all subsidiary legislation made under it from time to time.
- 2.4 References in these General T&Cs to Clauses are to Clauses to these General T&Cs except where otherwise expressly stated.
- 2.5 Headings are used in these General T&Cs for the convenience of reference only and shall not be deemed to be part of these General T&Cs or be taken into consideration in the interpretation or construction of these General T&Cs.
- 2.6 Every obligation by the Registered User is taken to include an obligation by the Registered User to ensure that each of its Authorised Users comply with that obligation.
- 2.7 If under these General T&Cs, the consent or approval of SLA is required, the consent or approval of SLA may be withheld or granted by SLA in its absolute discretion and (if granted) such approval or consent may be on such terms as SLA deems fit.

### **3. Provision and Use of SiReNT Services**

- 3.1 An application for any SiReNT Service (other than for a free trial) shall be made by completing and submitting to SLA a hard copy of the relevant Application Form, together with the relevant attachments. Information provided on the Application Form must be full, complete and accurate.
- 3.2 An application for a free trial of the Real Time Kinematic Service or the Differential Global Positioning Systems Service shall be made by completing and submitting to SLA via the Website, the relevant Application Form. Information provided on the Application Form must be full, complete and accurate.
- 3.3 (a) SLA may, at its absolute discretion, accept or reject any application for a SiReNT Service.

(b) If SLA decides to accept any such application, SLA will issue a notice of acceptance to the applicant by electronic mail sent to the email address furnished by the applicant in **Part 1** of its Application Form. The contract in respect of any such application accepted by SLA (each an “**Agreement**”) formed upon issuance of a notice of acceptance by SLA shall be subject to the provisions of these General T&Cs (including the Specific T&Cs applicable to the SiReNT Service applied for).

(c) If SLA decides to reject any such application, SLA will issue a notice of rejection to the applicant by electronic mail sent to the email address furnished by the applicant in **Part 1** of its Application Form.

3.4 Where the applicant has applied for more than one (1) SiReNT Service in its Application Form, such an application shall be deemed to be separate and distinct applications by the applicant for each of the SiReNT Services applied for and the provisions of Clause 3.3 shall apply to each such separate and distinct applications.

3.5 The Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with the provisions of these General T&Cs.

3.6 In consideration of the payment of the fees in the amount and in the manner stipulated in the applicable Specific T&Cs, and the Registered User’s undertakings and covenants in these General T&Cs, SLA shall:

(a) (where the SiReNT Service is the Post Processing On-Demand Service, Real Time Kinematic Service or the Differential Global Positioning Systems Service) provide to the Registered User such number of login identifications and passwords corresponding to the number of accounts applied for by the Registered User, by electronic mail sent to the email address furnished by the Registered User in **Part 1** of its Application Form, to enable the Registered User to access and use the SiReNT Service solely for the purpose specified in the Registered User’s Application Form for the SiReNT Service and not for any other purpose or for any commercial use whatsoever, in Singapore or elsewhere;

(b) provide the Required Data, in the manner stipulated in the applicable Specific T&Cs; and

(c) grant the Registered User a non-exclusive, non-transferable, revocable licence to use the Required Data, solely for the purpose specified in the Registered User’s Application Form for the SiReNT Service and not for any other purpose or for any commercial use whatsoever, in Singapore or elsewhere.

3.7 SLA may, at its absolute discretion, at any time and from time to time, modify or suspend the SiReNT Service, without any prior notice, whether for the purposes of website updating and upgrading or system maintenance or otherwise. SLA shall not be liable to the Registered User or any third party for any such modification or suspension of the SiReNT Service.

3.8 SLA reserves all rights to deny or restrict access to the SiReNT Service by any person, or to block access from a particular internet address to the SiReNT Service, at any time without prior notice and without ascribing any reasons whatsoever.

#### **4. Free Trial**

4.1 This Clause 4 shall apply to a Registered User who has applied for a free trial of the SiReNT Service, and whose application has been accepted by SLA.

4.2 The Registered User shall be granted free access to and use of the SiReNT Service for a period of seven (3) days commencing on the Commencement Date (the "**Free Trial Period**").

4.3 The Registered User shall not be required to pay the fees stipulated in the applicable Specific T&Cs for the access to and use of the SiReNT Service during the Free Trial Period.

4.4 Notwithstanding anything contained herein, the Agreement shall forthwith terminate:

- (a) upon one party giving written notice to the other party; or
- (b) (if no written notice is given under Clause 4.4(a)) on the date of expiry of the Free Trial Period.

#### **5. Restrictions and Protection of Website and Data**

5.1 Except as expressly authorised by these General T&Cs, the Registered User shall not:

- (a) use the SiReNT Service for any purpose or for any commercial use whatsoever, in Singapore or elsewhere, except for the purpose specified in the Registered User's Application Form for the SiReNT Service; or
- (b) make any reproduction of the Website Secure Pages, the Contents or the Data, in whole or in part; or
- (c) create any products or services directly or indirectly from or through the use of the Website Secure Pages, the Contents or the Data; or
- (d) sell, rent, lease, sub-license, lend, time share or transfer the Website Secure Pages, the Contents or the Data or in any other way whatsoever commercially exploit the Contents or the Data; or
- (e) remove, alter or obscure any copyright or other proprietary notices on the Website Secure Pages, the Contents or the Data; or

- (f) represent or in any way hold out the Website Secure Pages, Contents or the Data as the property of or in the ownership of the Registered User or of any party other than SLA; or
- (g) use the Website Secure Pages, the Contents or the Data as a collateral, pledge, deposit or any other form of security whatsoever; or
- (h) publish or make available the whole or any part of the Website Secure Pages, the Contents or the Data by electronic, mechanical or any other means, in Singapore or elsewhere; or
- (i) deal with the Website Secure Pages, Contents or the Data, in any other manner whatsoever without SLA's prior written consent.

5.2 The Registered User shall use the SiReNT Service only in the manner and for the purpose authorised by these General T&Cs, and the Registered User shall not make available or in any way allow access to the SiReNT Service by any party other than the Authorised User, nor use the SiReNT Service on behalf of any other party.

5.3 The Registered User shall take all necessary steps to protect the Required Data from unauthorised modification, use, reproduction, distribution and publication, in Singapore or elsewhere.

5.4 The Registered User shall not use the SiReNT Service for or to carry out any activities prohibited under Singapore law or under any other applicable law.

## **6. Access and Security**

6.1 The Registered User shall not divulge any login identification or password issued to it to any other person, except as provided in Clause 6.2.

6.2 The Registered User (where it is not an individual) may authorise its Authorised User to access and use the SiReNT Service on its behalf and may divulge to its Authorised User the login identification and password issued to it for such purpose.

6.3 Notwithstanding any provision in these General T&Cs, SLA may treat any access to or use of the SiReNT Service at any time through the use of the Registered User's login identification and password as the access to or use of the SiReNT Service by the Registered User, notwithstanding that such access or use was without the Registered User's knowledge, consent or authority.

6.4 Upon becoming aware that any person has acquired knowledge of its login identification or password or has used its login identification or password to access or use the SiReNT Service, the Registered User shall:

- (a) immediately inform SLA of such occurrence;
- (b) (if required by SLA) make a police report;



- (c) provide SLA with any other information as SLA may require; and
- (d) immediately change the password.

## **7. Risk**

If the Required Data is provided by means of physical media, the risk (but not title) in the Required Data and in the physical media on which the Required Data is recorded shall pass to the Registered User on the delivery of that media. If any part of the Required Data or media containing the Required Data shall thereafter be lost, destroyed or damaged, SLA may at its absolute discretion replace the same subject to the Registered User paying SLA's full costs of such replacement.

## **8. Fees and Payment**

- 8.1 The Registered User shall pay the fees in the amount and in the manner stipulated in the applicable Specific T&Cs.
- 8.2 The Registered User shall pay interest at the rate of 8.5% per annum or a fixed sum of \$3, whichever is the higher, on all fees and other sums remaining unpaid after the date due for payment, from (and including) the due date until (but excluding) the date such fees and other sums are paid in full to SLA.
- 8.3 If the Registered User has any credit balance with SLA under the Agreement, such credit balance may not be used for payment of any amounts owing to SLA under any other agreements.
- 8.4 SLA may set off any sums which would otherwise be payable or owing by SLA to the Registered User under or pursuant to these General T&Cs against all sums, debts or liabilities that the Registered User owes or are due from the Registered User to SLA under or pursuant to these General T&Cs.
- 8.5 All fees stipulated in the fourth column headed "Total" of the Schedule to the Specific T&Cs are inclusive of goods and services tax ("GST")
- 8.6 The Registered User shall bear and pay to SLA, together with all fees and other sums payable under these General T&Cs, all amounts of GST charged on such fees and other sums, at the applicable rate specified in the Goods and Services Tax Act (Cap. 117A).

## **9. Title and Intellectual Property and Other Rights**

- 9.1 The Website Secure Pages, Contents and Data are protected by Intellectual Property Rights. All title to and Intellectual Property Rights in the Website Secure Pages, Contents and Data are owned by or licensed to SLA.
- 9.2 All title to and Intellectual Property Rights in the Data are owned by and shall at all times remain with SLA. All rights in the Data whether existing at the Commencement Date or which may come into existence thereafter which are

not specifically granted to the Registered User under these General T&Cs are expressly reserved to SLA.

- 9.3 The Registered User shall not make or attempt to make any deletions, additions, adjustments, alterations, adaptations or modifications to the Website Secure Pages, Contents and Data. The Registered User acknowledges and agrees that any deletion, addition, adjustment, alteration, adaptation or modification of the Website Secure Pages, Contents or Data is a violation of Intellectual Property Rights subsisting therein owned by SLA or SLA's third party suppliers.

## **10. Warranties by SLA**

- 10.1 SLA warrants that it has the right to license the Data upon the terms and conditions of these General T&Cs.

- 10.2 The Contents and the Data are provided on an "as is" basis. SLA does not make any representations or warranties whatsoever and hereby disclaims all express, implied and statutory warranties of any kind to the Registered User or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including but not limited to the following:

- (a) any representations or warranties as to the accuracy, completeness, compatibility, reliability, timeliness, current-ness, quality or fitness for any particular purpose of the Contents or the Data; and
- (b) any representations or warranties that the Data is designed or produced to the Registered User's requirements; and
- (c) any representations or warranties that the Contents or the Data shall be free from error or omissions or shall be available without interruption or delay; and
- (d) any representations or warranties that any defects in the Contents or the Data shall be rectified or corrected; and
- (e) any representations or warranties that the Contents, the Data or the hosting servers are and will be free of all viruses and other harmful elements.

## **11. Warranties by the Registered User**

The Registered User represents, warrants and undertakes that:

- (a) it has the full power and authority to enter into the Agreement with SLA and fully perform its obligations and undertakings under these General T&Cs;
- (b) it shall not use or permit any Authorised User or other third parties to use, or condone the use by any Authorised User or other third parties

of, the Contents or the Data for any purpose or in any manner not expressly authorised by these General T&Cs;

- (c) it shall impose such legally binding conditions on the Authorised User as are necessary to ensure that he shall not infringe any of SLA's Intellectual Property Rights in the Contents or the Data; and
- (d) its use of the Contents and the Data shall not violate any laws or infringe upon or violate any rights of any person or entity; and
- (e) it shall not use the Contents or the Data in a manner which would reflect unfavourably on the good name and reputation of SLA.

## **12. Liability and Rights to Indemnity**

12.1 The Registered User agrees to fully indemnify SLA in respect of all Claims arising directly or indirectly from the access or use of the SiReNT Services, and any breach or threatened breach of the provisions of these General T&Cs, by the Registered User. For the purposes of this Clause 12.1, 'Claims' shall mean all damage, losses, costs, expenses, actions, demands, proceedings, claims and liabilities (whether criminal or civil, in contract, tort or otherwise), including without limitation legal costs and expenses on a full indemnity basis, incurred or suffered by or made against SLA.

12.2 SLA shall not be liable to the Registered User or any third party for any damage or losses whatsoever, including but not limited to direct, indirect, punitive, special or consequential damages, loss of goodwill, income, revenue or profits, lost or corrupted or damaged data, or damage to the Registered User's computer, software, firmware, modem, mobile phone, telephone, devices, hardware, equipment or other property, arising directly or indirectly from:

- (a) any access to or use of the SiReNT Service by the Registered User;
- (b) any loss of access to or use of the SiReNT Service, howsoever caused;
- (c) any inaccuracy, incompleteness, incompatibility, defects, corruption, distortion, errors or omissions in the Contents or the Data, howsoever caused;
- (d) any failure, delay, disruption or interruption in the transmission or reception of the Contents or the Data, whether via the Website Secure Pages or otherwise, howsoever caused;
- (e) any unavailability of any of the Required Data or any missing epochs in the Required Data; or
- (f) any use of, decision made or action taken by the Registered User or any third party in reliance upon the Contents or the Data,

regardless of whether SLA has been advised of the possibility of such damage or losses.

### **13. Confidentiality and Non-Disclosure**

13.1 SLA and the Registered User undertake in respect of Confidential Information for which it is the recipient:

- (a) to treat such information as confidential;
- (b) not without the disclosing party's prior written consent to communicate or disclose any part of such information to any person except:
  - (i) (where SLA is the recipient) only to those of its employees and officers as is necessary for its business or internal operations, and to the Ministry of Law or such other government ministries or departments which it or the Ministry of Law is or may be required to report to; and
  - (ii) the recipient's auditors, professional advisers and any other persons having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the recipient;
- (c) to ensure that all persons mentioned in Clause 13.1(b) are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the disclosing party and to use its best endeavours to ensure that such persons comply with this Clause 13;
- (d) not without the disclosing party's prior written consent make any commercial use of or make any commercial gain from the Confidential Information or seek to obtain any protection of the intellectual property contained in the Confidential Information; and
- (e) to promptly notify the disclosing party if it becomes aware of any unauthorised disclosure or use of the Confidential Information and to provide all reasonable assistance to the disclosing party to stop further unauthorised use or disclosure.

13.2 For the avoidance of any doubt, SLA and the Registered User acknowledge and confirm that nothing contained in Clause 13.1 shall prevent either party from disclosing any Confidential Information to the extent required under a valid order of a court of competent jurisdiction, or to the extent required in or in connection with legal proceedings arising out of the Agreement with each other, or to the extent required by law.

13.3 This Clause 13 shall continue in full force and effect notwithstanding the termination or expiry of the Agreement and the licence granted under Clause 3.6.

#### 14. Termination

Notwithstanding anything contained in these General T&Cs, the Agreement and the licence granted under Clause 3.6 may forthwith be terminated by SLA upon giving written notice to the Registered User:

- (a) if the Registered User fails to pay any sum due under these General T&Cs on the due date thereof; or
- (b) if the Registered User causes or is likely to cause any failure, interruption, disruption or congestion in the delivery or transmission of the SiReNT Services, the Contents or the Data; or
- (c) if the Registered User is in breach of any of the provisions of these General T&Cs (other than a breach referred to in Clause 14(a)) and such breach is incapable of being remedied; or
- (d) if the Registered User is in breach of any of the provisions of these General T&Cs (other than a breach referred to in Clause 14(a)) and such breach, being remediable, is not remedied within thirty (30) days from and including the date of a written request from SLA to do so; or
- (e) if the Registered User discloses Confidential Information to or authorises the use of SLA's Intellectual Property Rights by an unauthorised third party; or
- (f) if SLA and the Registered User are in dispute over any Intellectual Property Rights in the Contents or the Data, or the use of any such Intellectual Property Rights; or
- (g) if the Registered User is unable to pay its debts as and when they fall due; or
- (h) if the Registered User dies or becomes mentally incapacitated; or
- (i) if a petition is presented for the winding up (except for the purpose of amalgamation or reconstruction when solvent) of the Registered User; or
- (j) if a notice of meeting of members or shareholders is issued for the passing of a resolution for winding up (except for the purpose of amalgamation or reconstruction when solvent) of the Registered User; or
- (k) if a petition is presented for the judicial management of the Registered User; or
- (l) if a proposal is made by the Registered User to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs; or

- (m) if a receiver, receiver and manager, or provisional liquidator is appointed in respect of the Registered User or any of its property or assets.

**15. Consequences of Termination**

- 15.1 On termination of the Agreement for any reason whatsoever, SLA shall be entitled to retain all monies that have been paid by the Registered User pursuant to these General T&Cs.
- 15.2 The Registered User shall not be entitled to any compensation as a result of termination of the Agreement and the licence granted under Clause 3.6 for any reason whatsoever.
- 15.3 On termination of the Agreement for any reason whatsoever, all costs and expenses including legal and other fees and all other charges or payments (if any) arising in respect of the Agreement shall become due and payable immediately by the Registered User to SLA, failing which interest (as specified in Clause 8.2) shall be chargeable on the sum or any part thereof that is due.
- 15.4 Any termination of the Agreement for any reason whatsoever shall be without prejudice to any other rights or remedies which either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision in these General T&Cs which is expressly or by implication intended to come into or continue in force on or after such termination.
- 15.5 Upon termination of the Agreement, all rights granted under these General T&Cs shall automatically terminate and unless it is otherwise expressly authorised by these General T&Cs, the Registered User shall immediately cease to use, in any manner or for any purpose, the SiReNT Services, the Contents and the Data.

**16. No Partnership**

There is no relationship of partnership, joint venture, employment, or agency between SLA and the Registered User. Neither SLA nor the Registered User shall have the power to bind the other or incur obligations on the other's behalf without such other party's prior written consent.

**17. Assignment**

Neither SLA nor the Registered User may assign, transfer or otherwise alienate all or any part of its rights or obligations under the Agreement to any third party without the prior written consent of the other.

**18. No Implied Rights**

These General T&Cs shall not be construed as granting the Registered User any licence or rights other than as expressly set out in these General T&Cs.

**19. Severance**

If any provision of these General T&Cs shall be found by any court or tribunal of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these

General T&Cs and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. SLA and the Registered User hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

**20. Waiver**

The waiver by either SLA or the Registered User of a breach of any of the provisions of these General T&Cs by the other party shall not be construed as a waiver of any continuing breach or of any other breach of any of the provisions of these General T&Cs nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has under these General T&Cs operate as a waiver of any breach by the other party. Any waiver under these General T&Cs, to be effective, must be in writing and may be given subject to conditions.

**21. Successors-in-Title**

These General T&Cs shall be binding upon and enure for the benefit of the successors-in-title of SLA and the Registered User.

**22. Notices and Correspondence**

22.1 Unless otherwise expressly provided in these General T&Cs, all notices, demands, and other communications required or permitted to be given or made under these General T&Cs shall be in writing and shall be delivered by hand or sent by registered post or by facsimile to the address or facsimile number of SLA or the Registered User as may from time to time be notified to the other party.

22.2 A notice, demand or other communication sent in accordance with Clause 22.1 shall be deemed to have been served:

- (a) (if delivered by hand) at the time of delivery; or
- (b) (if sent by facsimile) at the time shown in the transmission report, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the facsimile number of the relevant party and confirming that all relevant pages were successfully transmitted; or
- (c) (if posted) 3 days after the date of posting or 7 days after the date of posting if sent to a place outside Singapore and in proving it, it shall be sufficient to show that the envelope containing the notice, demand or other communication was duly addressed, stamped and posted.

22.3 The Registered User is deemed to consent to receive from SLA any offer or marketing or promotional information or notices (whether by way of letter, leaflet, pamphlet, electronic mail, phone messages or any other means of communication) relating to any of the SiReNT Services unless the Registered User notifies SLA that it does not so consent.

**23. Applicable Laws, Jurisdiction and Service of Process**

The Agreement shall be governed by and construed in accordance with Singapore law and SLA and the Registered User agree to submit to the nonexclusive jurisdiction of the Singapore Courts.

**24. Contracts (Rights of Third Parties) Act**

The Agreement does not create any right under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it.