

INDUSTRY DIGITAL ENABLEMENT PLATFORM ("iDEP")

TERMS OF USE

By accessing, browsing or using this website (<https://beta.idep.io>) which is owned and operated by Singapore Telecommunications Limited ("**Singtel**"), you agree to be bound by the following terms of use ("**Terms**"). Singtel may modify these Terms and any other applicable terms and conditions at any time at our sole discretion, and such modifications shall be effective immediately upon posting of the modified terms. If you have registered to receive information about such amendments, you may be notified by Singtel or any of its related corporations, of such amendments. You are however reminded, and agree, to periodically review the Terms and other applicable terms, which are available for viewing on the website (<https://beta.idep.io>), so that you are aware of any modifications that may be made from time to time. Your continued access to or use of the Site shall be deemed your conclusive acceptance of the modified terms.

1. ABOUT IDEP

1.1 IDEP is a national platform aimed at promoting Singapore's digital economy. It serves as a marketplace for users such as data owners, innovators and application developers to buy and sell Data Products.

1.2 IDEP (accessible at <https://beta.idep.io>) is a website owned and operated by Singtel.

1.3 Only Users who have registered for an IDEP account, can use the Site to market and facilitate transfers of Data Products, or acquire Data Products.

1.4 These Terms apply to all Users who access the Site, whether or not such Users are Registered Users, and whether or not such access is for the purpose of perusing, acquiring or listing Data Products.

1.5 By using this Site, the User consents to the collection, use, transfer, retention and disclosure of his personal data (if any) in accordance with the terms of Singtel's Data Protection Policy, and agree to accept and be bound by its terms.

1.6 A User's continued use of the Site signifies its acceptance of these Terms. If the User does not agree to any of these Terms, the User must stop accessing the Site, and not use, peruse, list any Data Product on the Site, or acquire any Data Product using the Site.

2. DEFINITIONS

2.1 Unless otherwise specified, the following terms have the meanings given to them:

"**AlaaS**": Artificial Intelligence-as-a-service.

"**AI Product**": Any software or solution that uses artificial intelligence such as, but not exclusive to, computer programs, algorithms and machine learning, including but not limited to AlaaS.

"**Buyer**": A Registered User who performs a transaction on the Site to acquire Data Products, whether or not for a fee.

"**Content**" or "**Contents**": Any content on this Site, including and without limitation to texts, images, music, data, computer programmes and all other kinds of works, excluding any Upload.

"**Data Products**": Digital information that can be acquired through transactions performed on the Site (whether or not for a fee), including but not limited to Pure Data Products and AI Products.

"**Singtel's Data Protection Policy**": Means the policy available on Singtel's website, accessible at: www.singtel.com/data-protection and www.singtel.com/data-protection/gdpr (where your personal data

is covered by the General Data Protection Regulation); save that references in the policy to “Terms and Conditions of Services – General” shall refer to these Terms of Use and the Registered Users’ Agreement (if applicable).

“**Intellectual Property Rights**”: Means all current and future copyright, patents, trade marks, rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world. “**Intellectual Property**” shall be construed accordingly;

“**Registered User**”: Any person or entity who is registered for an account on the Site, to the extent that such registration continues to be in effect.

“**Pure Data Product**”: A collection or data-set of digital information.

“**Producer**”: A Registered User who uses the Site to market and facilitate the transfers of Data Products, whether for a fee or not.

“**Singtel Group**”: Means the corporations comprising Singtel and all its related corporations.

“**Singtel Group Corporation**”: Means any corporation within the Singtel Group.

“**Singtel Software**”: Means any computer programme, software or other materials installed or provided by or on behalf of any Singtel Group Corporation for the purpose of enabling the Site to function, and including any computer programme or software installed in any equipment owned, operated, installed and/or hired out by any Singtel Group Corporation, and/or in any telecommunications or broadcasting system or equipment maintained or operated by any Singtel Group Corporation.

“**Site**”: The website at <https://beta.idep.io>, which is owned and operated by Singtel.

“**SPULA**”: Sale and purchase and/or end-user licence agreement between the Producer and the Buyer.

“**Upload**”: Any submission, content, document, listing of Data Product or comment uploaded to the Site that originates from a User.

“**User**”: Any user who accesses the Site, whether as a Registered User or not.

3. SINGTEL'S ROLE & GENERAL TERMS

3.1 To the extent that a Singtel Group Corporation is not a Producer of a Data Product, that Singtel Group Corporation shall assume no responsibility in respect of that Data Product, or Buyers’ use of that Data Product, including but not limited to any damages caused by that Data Product to the Buyer.

3.2 Singtel is only a platform provider. This platform serves as an online marketplace for Registered Users to market and facilitate the transfers of Data Products. The relationship between Singtel and the Registered Users, are that of independent contractors. Singtel is not an agent of any Registered User. Nothing in these Terms or any other applicable terms and conditions shall be construed to create an agency, employment, franchise, joint venture, partnership or sales representative relationship between Singtel and any User. Users shall not make any statement that contradicts anything in this clause. For the avoidance of doubt, there is no exclusive relationship between Singtel and the Users.

3.3 Registered Users are encouraged to separately enter into a separate contractual relationship to govern their respective rights and obligations towards each other, by entering into a SPULA to set out the terms and conditions for the transfer and acquisition of Producer’s Data Product. To the extent that a Singtel Group Corporation is not a party to the SPULA entered into between a Producer and a Buyer, that Singtel Group Corporation shall assume no responsibility or liability to such Registered Users arising out of or in connection with the SPULA, including but not limited to any breaches of the SPULA by either Registered User. Each Producer is responsible for the transfer of its Data Product, and for dealing with any claims by Buyers or any other issues arising out of or in connection with the SPULA entered into between that Producer and the Buyer.

3.4 If a dispute arises between a Buyer and Producer (neither of which is a Singtel Group Company), both the Buyer and Producer agree to release and fully indemnify the Singtel Group (and its employees, representatives and agents) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

3.5 Singtel has sole and absolute discretion to determine the content, appearance, design, functionality and all other aspects of the Site from time to time.

3.6 Singtel does not warrant or guarantee that the Site will always be available or be uninterrupted. Singtel may suspend, withdraw, discontinue or change all or any part of this Site without notice. The Singtel Group will not be liable to any User, if for any reason this Site is unavailable at any time or for any period.

4. REPRESENTATIONS & WARRANTIES

4.1 The User represents and warrants to the Singtel Group that it will:

4.1.1 ensure that all persons and/or entities who access this Site on its behalf are aware of these Terms and that they can and will comply with them;

4.1.2 take all appropriate steps to keep its information, software and equipment secure including clearing its Internet browser cookies and cache before and after using the Site;

4.1.3 obtain and maintain all hardware and software necessary to access the Internet and the Site;

4.1.4 regularly test its systems with a current version of a leading anti-malware application in efforts to detect, and if so detected, to eliminate, any computer code, viruses or worms designed to damage, disrupt, disable, harm or otherwise impede in any manner, the orderly operation of this Site; and

4.1.5 ensure compliance with, and implement all necessary processes and procedures in order to comply with, all applicable laws, rules and regulations (including but not limited to the Singapore Personal Data Protection Act 2012 and any other applicable privacy and data protection laws) in connection with its use of the Site, and access to any Content, Upload, Data Product or any other data which may be obtained through this Site.

5. WRONGFUL ACTS

5.1 The User must not (directly or indirectly):

5.1.1 upload, download, modify, disassemble, decompile, reverse engineer or copy any Intellectual Property of this Site and the Contents, or otherwise take any action that is likely to adversely affect or interfere with the use or functionality of this Site;

5.1.2 use any robot, spider, other automatic device, or manual process to monitor or copy any pages within this Site or the Contents without prior written permission from Singtel;

5.1.3 knowingly transmit any unauthorised code, virus, trojan horse, worm, logic bomb or other harmful software designed to adversely affect the operation or any computer hardware or software;

5.1.4 take any action that imposes an unreasonably or disproportionately large load on Singtel's hosting servers;

5.1.5 access without prior written permission from Singtel, interfere with, damage or disrupt any part of this Site or any equipment, software or network on which this Site is stored or hosted;

5.1.6 reproduce, duplicate, copy or re-sell any part of this Site;

5.1.7 use or attempt to use this Site, any Content, Upload, Data Product or any other data which may be obtained through this Site, in any way that breaches any applicable laws (including but not limited to

the Singapore Personal Data Protection Act 2012 and any other applicable privacy and data protection laws) and international treaties, or for any other unlawful or fraudulent purpose;

5.1.8 use or attempt to use any Content, Upload, Data Product, or any other data which may be obtained through the Site, to identify individuals (including but not limited to the re-identification of, or attempts to re-identify, individuals from any anonymised data which may be obtained through the Site);

5.1.9 misrepresent its identity, use buying agents or conduct fraudulent activities on the Site;

5.1.10 manipulate transactions in ways that are unfair to other Users or visitors to the Site;

5.1.11 use the Site to cause annoyance, inconvenience or anxiety;

5.1.12 enter into any direct transactions for a Data Product listed on the Site, through means other than those provided on the Site, including solicitation of direct transactions or accepting the solicitation of direct transactions (e.g. posting a link to other sources for Data Products, posting a statement that certain benefits will be given to the Buyer if the Buyer acquires the Data Products through another means);

5.1.13 create fictitious transactions (e.g. for the purpose of raising the Registered User's transaction figures/profile etc.);

5.1.14 do anything which will infringe the rights of others (e.g. before using third party's data, content, trademarks or logos or other Intellectual Property, the Registered User must obtain written consent from the owner of such items); or

5.1.15 take any other action that in Singtel's sole discretion is to be prohibited.

6. SINGTEL'S RIGHTS

6.1 Singtel retains the right, if it considers it appropriate, to prevent or restrict a User's access to the Site, refuse to list or prevent a Registered User from listing, or take any other action to delay, suspend, restrict, deny access to, or de-list any Uploads that may contain objectionable material, feedback, ratings, inaccurate listings, inappropriately categorized Data Products, unlawful or prohibited items.

6.2 Singtel reserves the right and has absolute discretion, but not an obligation, to remove, screen or edit any Upload that breaches these Terms, any other applicable terms and conditions, or is otherwise objectionable.

6.3 All titles, rights and/or interests in the Contents are protected by applicable copyright, trademark and/or other Intellectual Property laws and all titles, rights and/or interests in such Contents are owned by, licensed to or controlled by Singtel.

6.4 Users may use, hyperlink, copy and distribute the Contents solely for personal, internal, non-commercial or informational purposes only. Users may not display, distribute, reproduce, modify or otherwise use any of the Content for any commercial purpose unless prior written permission from Singtel is obtained.

7. PRIVACY

7.1 The Singtel Group will only collect, use and disclose a User's personal information in accordance with the Singtel's Data Protection Policy. Users should exercise caution when uploading personal information to the Site.

8. REGISTRATION

8.1 In order for a User to be able to access and participate as a Registered User on this Site, the User shall be required to register for an account. To register for an account, the User shall be required to fill in accurate, complete and updated registration information (including personal particulars) through the online registration form, accessible at [<https://beta.idep.io/developer/partner-interest.html>] and [<https://beta.idep.io/developer/register.html>].

8.2 In respect of corporate entities and non-corporate bodies or organizations, such parties may only be able to access and participate as a Producer if they are registered or incorporated in Singapore.

8.3 By applying to be a Registered User, the User agrees and consents to: (a) all terms and conditions set out in the Registered User's Agreement, accessible at <https://beta.idep.io/public/idep/en/footer/user-agreement.html>; (b) receiving communications from the Singtel Group electronically. The User may opt out or update its notification preferences in its profile settings at any time; and (c) sending all notices and other communications relating to these Terms to Singtel by using only the applicable tools and methods that Singtel designates.

8.4 Singtel has the sole right and absolute discretion to approve, withdraw or reject a User's application to be registered as a Registered User without prior notice and without assigning any reason thereto. This right is without prejudice to the Singtel Group's rights against the said User for any breach of these Terms or the Registered User's Agreement.

8.5 Singtel is unable to, and does not, confirm, represent or warrant the identity of each Registered User. If any User is concerned about another User's identity, please write to Singtel using the feedback channels specified in Clause 9 below.

9. FEEDBACK CHANNELS

9.1 The User acknowledges and agrees that due to the large number of Uploads (including but not limited to listings of Data Products, customer reviews and comments) hosted on the Site, it is not possible for Singtel to be aware of the contents of each and every Upload hosted and/or displayed on the Site. Singtel operates on a "notice and action" basis. Accordingly:

9.1.1 if any User believes that any Upload (including but not limited to any listings of Data Product on the Site) contains materials which are or may be defamatory, the User may notify Singtel of the same by sending an email with the word "defamation" as the email subject header, to the following email address: idep@singtel.com;

9.1.2 if any User believes that its/his rights are infringed, the User may notify Singtel of the same by sending an email with the word "Infringement" as the email subject header, to the following email address: idep@singtel.com; and

9.1.3 for other feedback or comments in connection with, relating to or arising out of use of this Site, the User may notify Singtel of the same by sending an email with the word "Feedback/Comments" as the email subject header, to the following email address: idep@singtel.com.

(collectively referred to herein, as "**Feedbacks**")

9.2 All Feedbacks must contain clear information about the User's concern. Each Registered User has its own username. Each Data Product will also have its own product number and title to identify the relevant Data Product. The User shall include these details in the Feedback, if relevant.

9.3 Singtel will respond as soon as it can, upon receipt of such Feedbacks. Singtel may take action, including requiring the User who submitted the Feedback to provide additional information, or remove the relevant Upload (including but not limited to listings of Data Product, comment, review or any other content) from the Site. Users acknowledge and agree that:

9.3.1 all of such actions taken by Singtel shall be without any admission as to liability and without prejudice to any of the Singtel Group Corporation's rights, remedies or defenses, all of which are expressly reserved;

9.3.2 the Singtel Group shall be granted the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, or display the contents of this Feedback throughout the world in any media. This includes forwarding the communication to the relevant parties involved in the provision of the Upload that forms the subject matter of the Feedback. In such an event, and where the User is not a Singtel Group Corporation, that User shall indemnify the Singtel Group for all claims brought by any third party

against any of the Singtel Group Corporations, arising out of or in connection with such communication; and

9.3.3 Giving false, misleading or inaccurate information in any communication with any of the Singtel Group Corporations may result in civil and/or criminal liability. Users should contact a legal advisor if they have any questions relating to its legal rights.

10. ACCESS AND DISCLOSURE OF INFORMATION BY SINGTEL GROUP

10.1 In order to cooperate with requests by governmental or law enforcement agencies, protect the systems and users, or ensure the integrity and operation of business and systems of the Singtel Group, the Singtel Group may access and disclose any information that Singtel Group considers necessary or appropriate to such agencies, including user contact details, IP addresses and traffic information, usage history and posted content.

11. CONFIDENTIALITY AND NON-DISCLOSURE

11.1 Every User shall not and shall procure that none of its affiliates shall use (other than for the purpose of using the Site) or disclose to any person, any information relating to the Site or the User's use of the Site, which is acquired from or provided by Singtel, save for information which is or has become publicly available otherwise than through a breach of any obligation by the User.

12. RIGHT TO COLLECT, USE AND DISCLOSE DATA AND INFORMATION CONNECTED WITH INFORMATION OF THE PRODUCER OR BUYER

12.1 Save with the User's agreement, consent or authority (including agreement, consent and authority given or granted pursuant to Clause 12.2 and the Singtel's Data Protection Policy), the Singtel Group shall not collect, use or disclose any User's Information for any purpose other than the purposes permitted under the Singapore Telecommunications Act (Cap. 323), Singapore Personal Data Protection Act 2012, Media Development Authority of Singapore Act – Code of Practice for Market Conduct, or the Singapore Spam Control Act (Cap. 311A) (where applicable). In addition to Clause 12.2, Users may give their agreement, consent or authority to all collection, use and disclosure by any of the Singtel Group Corporations of their personal information, for any purpose(s) requested by any of the Singtel Group Corporations, by any form of writing or by the acceptance by the Users of any relevant terms and conditions (including in the Registered User's Agreement) which refer to such consent or authority.

12.2 Users consent to and authorise the collection, use and disclosure, by the Singtel Group, of all information or data relating to the Users for the purposes set out in Singtel's Data Protection Policy, including for the purposes of provisioning and administering services, market research, network & service enhancement, sharing of rewards and benefits, security and risk management, compliance with legal and regulatory requirements and other purposes as further described in Singtel's Data Protection Policy, subject to such changes which may have been separately notified by or to the Users. The provisions of this Clause 12.2 constitute Users' consent for the purposes of the Singapore Telecommunications Act (Cap. 323), Singapore Personal Data Protection Act 2012, Media Development Authority of Singapore Act – Code of Practice for Market Conduct, or the Singapore Spam Control Act (Cap. 311A) (where applicable) and other applicable law, unless otherwise notified in writing to Singtel by the Users, pursuant to the Singtel's Data Protection Policy.

12.3 Where the User is an association, partnership, firm or corporation, the User or its representative may be responsible for the provision of information or data relating to one or more natural persons to the Singtel Group, or may actually provide such information or data to the Singtel Group. In the event that the Singtel Group is provided with such information or data, the User warrants that each such natural person has consented to the collection, use and disclosure of their personal data by and on behalf of the Singtel Group for the purposes set out in any relevant terms and conditions, including but not limited to the Registered User's Agreement and the Singtel's Data Protection Policy, and the User, on behalf of each such natural person, further consents to and authorises the collection, use and disclosure by the Singtel Group of all such information and data, for such purposes.

13. SINGTEL SOFTWARE TERMS

13.1 This Clause 13 applies to any Singtel Software (including any updates or upgrades to the software and any related documentation) that the Singtel Group may make available to Users from time to time for Users' use in connection with the Site.

13.2 Users may use Singtel Software solely for purposes of enabling the User to use the Site as provided, and as permitted by the Terms. Users may incorporate the Singtel Software into their own programs or compile any portion of it in combination with their own programs only to the extent necessary to use the Site as provided and buy and sell the licences to the Data Products. Users may not transfer any portion of the Singtel Software for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Singtel Software or otherwise assign any rights to the Singtel Software in whole or in part. Additional third party terms contained within or distributed with certain Singtel Software that are specifically identified in related documentation may apply to that Singtel Software and will govern the use of such software in the event of a conflict with these Terms, to the extent of the inconsistency. All software used by the Site is the property of the Singtel Group or its software suppliers.

13.3 When Users use the Site, Users may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Users' use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14. POSTINGS BY THIRD PARTIES AND HYPERLINKS TO THIRD PARTY WEBSITES

14.1 The Site may contain hyperlinks to other websites which are neither maintained nor controlled by the Singtel Group, or may contain content posted on or via the Site by third parties. Therefore, the Singtel Group shall not be responsible for any errors or omissions in any content in the Site, or the content, products or services of any hyperlinked website or any hyperlink contained in a hyperlinked web site, nor for the privacy and security practices employed by these other website, and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed via the Site, or arising from access to those websites. Use of the Site and any hyperlinks and access to such hyperlinked websites are entirely at Users' own risk.

14.2 Users acknowledge that the Singtel Group has no control over and excludes all liability for any material on the Internet which can be accessed by using the Site. Neither can the Singtel Group be deemed to have endorsed the content.

14.3 Singtel reserves all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable Intellectual Property, proprietary, privacy or publicity rights.

15. DISCLAIMERS

15.1 While Singtel makes every effort to keep the Site up to date, Singtel does not provide any guarantees, conditions or warranties that the information accessible on the Site (including all Contents and Uploads) will be current, secure, accurate, complete or free from bugs or viruses.

15.2 Save for liability in respect of death or personal injury arising from negligence by any of the Singtel Group Corporations, none of the Singtel Group Corporations shall be liable in any way to User whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any direct or indirect loss or damage, economic or financial loss or damage (including loss of revenue or profits), or liability incurred or sustained by the User, howsoever caused or arising, including but not limited to any such loss, damage or liability caused or arising from or in connection with:

15.2.1 any SPULA entered into by Users;

15.2.2 any breach or failure by any of the Singtel Group Corporations to perform any of its obligations under these Terms or any other applicable terms and conditions;

15.2.3 the use of Singtel Software, the Site or any other websites that are linked to or from it;

15.2.4 the use of any Data Product obtained through the Site;

15.2.5 the use in any manner and/or for any purpose whatsoever, by any person (including Users) at any time whatsoever and from time to time, of any information or data relating to a User or an account or transmission through use of the Site (including but not limited to listings of Data Products, comments, reviews and other Uploads to the Site) and/or relating to the use of the Site whether by a User or any other persons;

15.2.6 the disclosure and/or publication by any of the Singtel Group Corporations of any information or data relating to the User or it's Account, howsoever caused or arising;

15.2.7 any failure, deficiency, delay, interruption to or disruption of access to the Site and in the transmission or reception of any information conveyed through the Site, howsoever caused or arising;

15.2.8 any defect, deficiency, breakdown or failure of any Singtel Software, or the incompatibility or unsuitability of any Singtel Software in relation to or in conjunction with any other system or equipment, (whether used or operated by the User or any other person);

15.2.9 any defect or deficiency in or the breakdown or failure of any system, the Site, or any other websites that are linked to or from it (whether or not maintained or operated by any of the Singtel Group Corporations or any other third party) howsoever arising;

15.2.10 any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by the User or otherwise) transmitted to or stored in any system or equipment (whether or not maintained or operated by any of the Singtel Group Corporations, the User or any other third party), howsoever caused or arising;

15.2.11 any error, omission or inaccuracy in any information provided by any of the Singtel Group Corporations whether to the User or any person and whether in any publication or as part of or in connection with Singtel Software, the Site or any other websites that are linked to or from it; and/or

15.2.12 any event the occurrence of which the Singtel Group is unable to control or avoid by the use of reasonable diligence, including but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any law, acts of war or terrorism (whether real or perceived), inclement or extreme weather conditions and acts of God.

15.3 The exclusion of liability in this Clause 15 shall also apply:

15.3.1 even if the loss or damage was foreseeable, arose in the normal course of things, or any of the Singtel Group Corporations had been advised that it might happen;

15.3.2 to exclude liability for any loss of a User's income or revenue, salary, benefits or other payments, business profits or contracts, opportunity, anticipated savings, data, goodwill or reputation, tangible property and intangible property, including loss, corruption or damage to data or any computer system, wasted management or office time.

15.4 The Singtel Group disclaims any such warranties to the fullest extent permissible under applicable law, including any warranties that the Singtel Software will meet Users' requirements or operate without error or that that the Data Products listed on the Site will be as represented by the Producers, available, lawful or that the Producers will perform as promised.

16. INDEMNITY

16.1 The User (other than a Singtel Group Corporation) shall fully indemnify and hold harmless the Singtel Group at all times against all actions, claims, proceedings, costs (including legal costs incurred by the Singtel Group in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against any of the Singtel Group Corporations by any person and/or which any

of the Singtel Group Corporations may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:

16.1.1 the use or operation by the User or any person in any way (whether with or without the User's authorisation and/or permission) of the Site;

16.1.2 any damage to any equipment operated or used, or any disruption or interference with the provision or operation of the Site;

16.1.3 any picture, material or statements howsoever published or circulated by User in the course of the use of the Site;

16.1.4 the Intellectual Property Rights of, or errors in, any data uploaded by User onto the Site;

16.1.5 User's failure to comply with all applicable laws;

16.1.6 User's acts and omissions, including but not limited to acts and omissions relating to the disclosure or use of personal data found in Data Products listed on the Site (if any);

16.1.7 any disputes between Producer and Buyers, or any disputes arising out of, in relation to or in connection with any SPULA or other agreements entered into between a Producer and a Buyer;

16.1.8 any disclosure of personal data in Data Products listed on the Site, whether or not intended by the Producer who listed the said Data Products on the Site; and

16.1.9 any breach of its obligations or warranties relating to personal data, whether set out in these Terms or any other applicable terms and conditions.

16.2 Users (other than a Singtel Group Corporation) further agree to fully indemnify the Singtel Group against all costs incurred by any of the Singtel Group Corporations in the course of or incidental to removing any unauthorised code, virus, trojan horse, worm, logic bomb or other harmful software introduced by Users, whether intentionally or by accident, and recovering any lost or damaged data or software, as may be, and/or any proceedings commenced by any of the Singtel Group Corporations for such purpose.

16.3 Users (other than a Singtel Group Corporation) agree to defend, hold harmless, and indemnify the Singtel Group from and against all losses, liabilities, claims, costs, expenses (including reasonable legal costs) paid, incurred or suffered by any of the Singtel Group Corporations, directly or indirectly attributable to any third party claims related to: (a) the use of the Site by Users in contravention of these Terms; (b) the Intellectual Property Rights of, or errors in, any data uploaded by Users onto the Site; (c) the failure by Users to comply with all applicable laws; (d) the acts and omissions of Users; and (e) any breach of Users' obligations or warranties relating to personal data, whether set out in these Terms or any other applicable terms and conditions. In this regard, Users accept that all Singtel Group Corporations who are not a party to this agreement, shall be entitled to assert its rights and remedies of the foregoing indemnity clause as a third party beneficiary.

17. ASSIGNMENT

17.1 Users (other than a Singtel Group Corporation) may not assign this agreement, by operation of law or otherwise, without Singtel's prior written consent. Singtel may transfer, assign or delegate its rights and obligations at its sole discretion and without notice.

18. NO THIRD PARTY RIGHTS

18.1 Except as provided for in Clause 21.4, nothing expressed in or implied from these Terms is intended or will be construed to give any legal or equitable right under these Terms to any person other than the parties to this agreement.

19. ORDER OF PRIORITY

19.1 If there is a conflict between the terms of any applicable terms and conditions, and unless otherwise agreed to in writing by Singtel, the said terms shall take precedence in the following order of priority, to the extent of the inconsistency: (a) these Terms; (b) the Registered User's Agreement; and (c) Singtel's Data Protection Policy.

20. ENTIRE AGREEMENT AND SEVERANCE

20.1 These Terms represent the entire agreement between Singtel and the Users with respect to the Site and the related subject matter and supersede and extinguish all previous or contemporaneous oral or written agreements. Users acknowledge that in entering into these Terms, the Users do not rely on, and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions in these Terms.

21. GENERAL

21.1 Users' access to or use of the Site, as well as these Terms shall be governed by, and construed in accordance with the laws of Singapore and Users agree to irrevocably submit to the exclusive jurisdiction of the Singapore courts in the determination of any dispute arising in connection with Users' access to or use of the Site, these Terms or the Registered User's Agreement.

21.2 Failure to insist upon or enforce strict performance of any provision of these Terms by any of the Singtel Group Corporations shall not be construed as a waiver of any provision or right.

21.3 If any part of these Terms is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.

21.4 These Terms are for the benefit of the Singtel Group and its directors, officers, employees, suppliers, licensors, agents. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against any User, on Singtel's behalf or for its own benefit.