

TERMS OF SERVICE

AGREEMENT BETWEEN SUBSCRIBER & SISV SERVICES PTE LTD (SISV SPL)

IT IS AGREED:

1. DEFINITIONS

- 1.1 For the purpose of this Agreement, the following definitions shall apply:
- The term "Service" shall mean access to some or all of the SISV SPL information and data.
 - The term "Subscriber" shall mean the user who has paid for SISV SPL's services and has been authorized to use the Service.
 - The term "Subscriber's Equipment" shall mean compatible computer, printer and the like, used by Subscriber in conjunction with the Service.

2. ACCEPTANCE OF TERMS

- 2.1 The Subscriber agrees to subscribe to and SISV SPL agree to provide the Service upon the terms and conditions of this Agreement. The Service is a **SINGLE USER SYSTEM** and is made available to the Subscriber on an "AS IS" basis without warranty. SISV SPL shall use its best efforts to keep its database information accurate and current for the Service to be available to the Subscriber. The Subscriber shall provide at their own costs and expenses the Subscriber's Equipment.
- 2.2 SISV SPL reserve the right, without prior notice, to make changes in its computer hardware, system or application software, programming languages, data structure and data communications. In event of such changes and if the Subscriber's Equipment has to be modified or changed, the Subscriber shall make such modifications and changes at its own cost and expense. SISV SPL also reserves the right without prior notice to make changes in the Subscriber identification procedures as well as the hours and rules of operation.

3. SUBSCRIBER'S REGISTRATION OBLIGATIONS

- 3.1 The Subscriber agrees to:
- provide true, accurate, current and complete information about oneself as prompted by the Service's registration form (such information being the "Registration Data");
 - maintain and promptly update the Registration Data to keep it true, accurate and complete.
- 3.2 If the Subscriber provides any information that is untrue, inaccurate, not current or incomplete, or SISV SPL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SISV SPL reserve the right to suspend or terminate the Subscriber's account and refuse any and all current or future use of the Service (or any portion thereof).

4. MEMBER ACCOUNT, PASSWORD AND SECURITY

- 4.1 The Subscriber will receive a password and account designation upon completing the Service's registration process and made full payment. The Subscriber is solely and fully responsible for maintaining the confidentiality of the password and account, and for all activities that occur under its password or account. The Subscriber shall:
- immediately notify SISV SPL of any unauthorized use of its password or account, or any other breach of security; and
 - ensure that one properly exits from one's account at the end of each session. SISV SPL cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

5. LIMITATION ON USE OF SERVICE

- 5.1 The Subscriber shall not permit the use of the Service to any office holders, employees, agents and/or any other person other than oneself. The Subscriber shall not furnish to any third party or parties with data, software manuals, make copy/copies of the software and data, or make available any part of the Service provided to the Subscriber under this Agreement. The Subscriber does not, by virtue of this Agreement, acquire any proprietary interests in any material obtained from the Service.
- 5.2 The Subscriber shall use the Service for reference or research purpose only and shall not publish, broadcast, or sell any material retrieved from the Service in any manner whatsoever, nor shall the Subscriber use such materials in any other fashion that may infringe any copyrights or proprietary interest of SISV SPL.

6. TERMINATION

- 6.1 This Agreement and any supplementary agreements shall be effective when accepted by the Subscriber and shall continue to be in effect for a term of ONE (1) year from the subscription date. It shall subject to payment of charges continue thereafter on a yearly basis until terminated by either party upon not less than ONE (1) months written notice prior to the anniversary date of this Agreement.
- 6.2 In the event of a termination under Clause 6.1, the Subscriber shall remain obligated to pay charges incurred under this Agreement even if not billed on termination.
- 6.3 Notwithstanding Clause 6.1, SISV SPL in its sole and absolute discretion, may terminate this Agreement, password, account (or any part thereof) and remove and discard any content within the Service at any time without any prior notice:
- if the Subscriber is in breach of or fails to comply with any of the terms and conditions in this Agreement; or
 - if believes or discovered that any third party other than the Subscriber is found to be using the Service and is in breach of this Agreement; or
 - the Subscriber having violated or acted inconsistently with the letter or spirit of this Agreement.

Having agreed between the parties that SISV SPL shall not be liable to the Subscriber or any third party in any way for any termination of its access to the Service.

7. PAYMENT

- 7.1 The Subscriber shall pay the non-refundable charges for the Service upon registration, and such other charges as may be imposed by SISV SPL irrespective of whether there is any interruption of the service or otherwise. SISV SPL shall be entitled to revise the charges from time to time. The Subscriber shall remain obligated to pay all charges under this Agreement until such time even if not billed on termination.

8. PROPRIETARY PROGRAMS AND DATABASES

- 8.1 Title to all software and database information including manuals and associated documentation furnished to the Subscriber in connection with this Agreement shall be and remain vested in SISV SPL. Nothing in this Agreement shall be construed to give the Subscriber any right, title, or interest in any software or database information whatsoever provided hereunder.

9. PERFORMANCE, WARRANTIES AND LIABILITIES

- 9.1 SISV SPL will use reasonable care in providing the Service under this Agreement. SISV SPL reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. SISV SPL shall not be liable to the Subscriber or to any third party for any modification, suspension or discontinuance of the Service.
- 9.2 Except as specifically stated in this Agreement, SISV SPL disclaims all warranties, express, implied and statutory, including but not limited to any implied warranties of merchantability or fitness for particular purpose.
- 9.3 **No Liability**
- In no event shall SISV SPL be liable for any direct, consequential incidental, or special damages incurred by the Subscriber as a result of the Service supplied by SISV SPL under this Agreement regardless of whether the possibility of such damages was disclosed to, or could have reasonably been foreseen by SISV SPL. In addition, except as expressly provided herein, the Subscriber agrees that SISV SPL shall NOT be liable for any loss of profits or for the defense of any claim or demand against the Subscriber by any third party, or for payment of damages, whether or not such claim or demand is successful.
 - The Subscriber assumes sole responsibility for all use of the Service and hereby indemnifies and holds SISV SPL and its affiliates, officers, agents, co branders or other partners and employees harmless against any liability, claim, demand or any person that is attributable to proper or improper use of the Service by the Subscriber.
 - If the Subscriber requests and receives assistance from SISV SPL, its office holders, employees in using the Service, such assistance will be at the Subscriber's risk and SISV SPL shall not have any responsibility or liability arising there from.
 - SISV SPL shall NOT be liable for any error or omission resulting directly or indirectly from any error or omission, or interruption of the Service or from the Subscriber's failure to perform properly any of its responsibilities specified under this Agreement. SISV SPL makes no warranty that (i) the Service will meet the Subscriber's requirements, (ii) the Service will be interrupted, timely or secure, (iii) the results that may be obtained from the use of the Service will be accurate and reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by the Subscriber through the Service will meet its expectations, and (v) any errors in the software will be corrected.

10. DEFAULT AND SISV SERVICES RIGHTS TO CLAIM DAMAGES ON ABUSE OF SERVICE

- 10.1 The Subscriber shall be in default of this Agreement if the Subscriber fails to pay any amount due under this Agreement within fourteen (14) days from the date of invoice, or the due date whichever is the earlier.
- 10.2 In the event of the Subscriber's default, SISV SPL may, without further notice, terminate the Subscriber's access to and use of the Service provided under this Agreement.
- 10.3 SISV SPL reserves the right to claim damages from the Subscriber in the event that one shares one's service to other persons. The claim will be equal to the number of persons the account one shared with multiplied by the prevailing annual subscription fee. In the event that the account is shared in the premise where the property brokerage resides, it will be assumed that the number of other persons sharing the account will be equal to the number of agents that the agency has been collecting commissions in its current financial year.

11. SUBSCRIBER'S ACKNOWLEDGEMENT & UNDERTAKING

- 11.1 The Subscriber agrees, acknowledges and undertakes that in respect of the Service or data provided by or to be provided by SISV SPL, the Subscriber shall not hold SISV SPL or the agencies or relevant authorities from whom data or information is obtained by SISV SPL or SISV SPL liable for any loss or damage or injury to reputation suffered by Subscriber or any third party by reason either directly or indirectly of any acts, statements, negligence, faults, errors, omissions of SISV SPL, the relevant agencies or authorities or their employees or agents or licenses arising from the said data or Service.

12. GENERAL PROVISIONS

- 12.1 SISV SERVICES shall NOT be liable for any failure to perform its obligations under this Agreement due to acts of GOD, nature or local government agency, war, civil disturbance, labor disputes or shortages, electrical or mechanical breakdowns, inability or refusal of a common carrier to provide communications capabilities, and any other cause beyond the control of SISV SPL.
- 12.2 This Agreement may not be assigned, in whole or in part, by the Subscriber without the prior written approval of SISV SPL.
- 12.3 This Agreement shall be construed in accordance with the laws of the Republic of Singapore.
- 12.4 If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.