

## LAWNET SERVICES TERMS AND CONDITIONS

LawNet Services (defined below) are provided by the Singapore Academy of Law (“SAL”) and its suppliers. These Terms and Conditions (“T&Cs”) govern all subscriptions and applications for subscriptions for LawNet Services.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these T&Cs, the following words and expressions have the meanings assigned to them except where the context otherwise requires:

“ <b>Application</b> ”	means an application for a Subscription, as described in <b>Clause 2.1</b> .
“ <b>Charges</b> ”	has the meaning ascribed to it in <b>Clause 9.1(a)</b> .
“ <b>LawNet Premium Services</b> ”	has the meaning ascribed to it in <b>Clause 2.4</b> .
“ <b>LawNet Services</b> ”	means any and all of the online content, materials and/or services offered by SAL from time to time, including the modules known as Legal Research, Civil Practice and Criminal Practice, or by such other names as may be given by SAL from time to time, the LawNet Premium Services, and any and all of the Other Services as defined in <b>Clause 4.3</b> .
“ <b>Qualified Person</b> ”	means: (a) if Subscriber is a law practice (howsoever structured), any lawyer in that law practice; and (b) if Subscriber is any other entity (howsoever structured) whose main business is not that of providing legal advice, any person who performs the role of providing internal legal advice for that entity.
“ <b>SAL</b> ”	means the Singapore Academy of Law.
“ <b>Subscriber</b> ” or “ <b>you</b> ”	means a person with a Subscription.
“ <b>Subscription</b> ”	means the grant by SAL of access to and use of a package of LawNet Services, subject to these T&Cs.
“ <b>T&amp;Cs</b> ”	means these terms and conditions for LawNet Services, as amended, supplemented or replaced from time to time.
“ <b>Third Party Feature</b> ”	has the meaning ascribed to it in <b>Clause 4.4</b> .
“ <b>Third Party Supplier</b> ”	means a provider (other than SAL) of content, materials and/or services.
“ <b>Third Party T&amp;Cs</b> ”	has the meaning ascribed to it in <b>Clause 4.4</b> .
“ <b>User ID</b> ”	means a login identification code and password required for a Subscriber to manage its Subscription or for a User to access and use a Subscription.
“ <b>User</b> ”	means an end-user authorised by a Subscriber to use its Subscription.

<b>“User Content”</b>	has the meaning ascribed to it in <b>Clause 6.1</b> .
<b>“User Content Rights”</b>	has the meaning ascribed to it in <b>Clause 6.3</b> .
<b>“Website Conditions”</b>	means SAL’s terms and conditions binding on Users, located at <a href="http://www.lawnet.sg">www.lawnet.sg</a> and <a href="http://www.legalworkbench.com.my">www.legalworkbench.com.my</a> or such other uniform resource locators as may be provided or substituted by SAL from time to time.
<b>“Website”</b>	means the web site or sites designated by SAL from time to time at its discretion, including without limitation <a href="http://www.lawnet.sg">www.lawnet.sg</a> or <a href="http://www.legalworkbench.com.my">www.legalworkbench.com.my</a> or such other uniform resource locators as may be provided or substituted by SAL from time to time.

- 1.2. In these T&Cs: words denoting a person shall include an entity and vice versa and also its personal representatives, successors and assigns; unless otherwise stated, a reference to “dollar”, or “\$” is a reference to the lawful currency of the Republic of Singapore; a reference to any law includes a reference to any statute, act, regulation, rule, subordinate legislation, by-law, judgment and rule of common law or equity as revised, amended, supplemented or re-enacted from time to time; if any time limit specified in this Agreement expires on a day which is not a business day in Singapore, that time limit is deemed to expire on the next business day in Singapore; and the headings in these T&Cs are inserted for convenience of reference and do not affect the interpretation of these T&Cs.

## **2. SUBSCRIPTIONS**

- 2.1. Any person that intends to become a Subscriber must apply to SAL by (a) submitting a duly completed application in SAL’s prescribed form, (b) paying all applicable charges due at the time of application, and (c) providing such other information and documents as SAL may require, including but not limited to information on every proposed User where User IDs are required in order to access and/or use the LawNet Services. SAL shall have the discretion to vary the Application process or waive any requirements listed in (a) to (c) for any person.
- 2.2. SAL shall have the discretion to reject any Application without giving any reason for doing so.
- 2.3. The Subscription shall commence on the date notified by SAL to Subscriber upon the Application being approved by SAL.
- 2.4. SAL may from time to time provide to Subscriber the option of adding “premium” or “add-on” LawNet Services (“**LawNet Premium Services**”) to the Subscription subject to the payment of additional Charges. Any LawNet Premium Services which are added to the Subscription shall form part of the Subscription until the term of such LawNet Premium Services expires or is terminated in accordance with these T&Cs.

## **3. USER IDs**

- 3.1. Subject to the provisions herein, all Users will require a User ID in order to access and/or use the LawNet Services comprised in the Subscription. Where a User does not have an existing User ID, SAL shall cause such users to be issued with a User ID. Subscriber shall inform SAL of the User(s) and/or User ID(s) which are to be associated with the Subscription and promptly update such information as and when there are any changes thereto throughout the term of the Subscription.
- 3.2. No User or User ID shall be associated with more than one Subscription at a time without SAL’s prior written approval.
- 3.3. SAL shall have the discretion, if requested by Subscriber, to allow Users to use the LawNet Services without User IDs. Subscriber acknowledges that such Users may not have access to

the full range of LawNet Services which would otherwise be available with User IDs and different Charges may also apply.

- 3.4. SAL has the right, exercisable forthwith without prior notice, to suspend or deactivate any User ID or to restrict access to and use of the LawNet Services comprised in the Subscription or to suspend the entire Subscription if: (a) Subscriber has breached any of these T&Cs, (b) any of its Users has breached any of the Website Conditions; (c) in SAL's opinion, the User ID is inactive for a prolonged period of time; (d) in SAL's opinion, there are security reasons for doing so; or (e) there are any other grounds for doing so under these T&Cs or the Website Conditions.
- 3.5. Subscriber shall ensure the secrecy of all User IDs and shall not divulge or authorise or cause to be divulged any of them to any unauthorised third party. Subscriber shall notify SAL to change a User ID immediately upon discovery of any unauthorised use thereof or any other breach of security referable to the User ID. Subscriber shall take reasonable steps to ensure that each of its Users and staff under its control shall abide by the requirements of this Clause, which steps shall be no less protective as the steps taken by Subscriber to protect its own computing resources and confidential and/or proprietary information from unauthorised access and/or use.

#### **4. LAWNET SERVICES**

- 4.1. The LawNet Services are not exclusive to any Subscriber and SAL may provide the LawNet Services (or comparable services) to any other person wherever situated, whether upon these T&Cs or otherwise.
- 4.2. SAL shall be entitled to modify, terminate or suspend any or all of the LawNet Services at any time without prior notice and without giving any reason, including by altering, reducing or extending the service hours from time to time. SAL endeavours to advise Subscribers of changes to the LawNet Services which, in SAL's opinion, may significantly alter the LawNet Services.
- 4.3. From time to time, SAL may offer to provide to Subscriber such training, technical support or professional, or other services (collectively "**Other Services**"). These Other Services shall be subject to these T&Cs and/or such additional terms and conditions as SAL shall notify to Subscriber in writing.
- 4.4. Subscriber acknowledges that the LawNet Services, including the LawNet Premium Services, may include or comprise content, materials and/or features provided by Third Party Suppliers (each a "**Third Party Feature**"). Notwithstanding these T&Cs, the availability of Third Party Features to Subscriber may be subject to terms and conditions imposed on Subscriber and/or Users by Third Party Suppliers ("**Third Party T&Cs**"), which may differ from these T&Cs. Subscriber may add LawNet Services or LawNet Premium Services to the Subscription only upon accepting the applicable Third Party T&Cs. By accessing and using Third Party Features, Subscriber is deemed to have agreed to be bound by the latest version of the Third Party T&Cs then in force. Subscriber shall be responsible for complying and shall take reasonable steps in ensuring that its Users have agreed to comply with such additional terms and conditions.
- 4.5. Subscriber shall be responsible for obtaining, installing and maintaining all equipment, software, and communication means required to connect to the World Wide Web and to use the LawNet Services, including a computer and modem, telecommunication facilities or other access devices, and other ancillary equipment.

#### **5. USERS**

- 5.1. Subscriber is solely responsible for designating Users who are associated with the Subscription. No Subscriber shall designate as a User (a) any Qualified Person who does not work in the Subscriber's organisation or (b) any other person who is not employed by Subscriber or otherwise engaged or authorised by Subscriber to work in the Subscriber's

organisation or, in the case of a Subscriber which is an academic institution, to study, teach or conduct research in the Subscriber's organisation. Any doubt or disagreement as to whether any person satisfies the criteria in (a) or (b) shall be resolved by SAL whose decision shall be final.

- 5.2. Subscriber shall take reasonable steps to ensure that each of its Users has agreed to abide by the Website Conditions, all relevant terms of these T&Cs regarding access and use of the LawNet Services, and all other policies, directives and instructions issued from time to time by SAL in respect of the LawNet Services.
- 5.3. SAL may require the personal data of Users or proposed Users, as the case may be, for the purposes of processing the Application, managing and administering Subscriptions and User IDs, making available Subscriptions and sending to Users by email information and updates about the LawNet Services and any other products and services, including training opportunities, which may be of interest to them. If Subscriber provides SAL with information on Users or proposed Users, Subscriber hereby consents to SAL's collection, use and disclosure of their personal data for the purposes set forth in this Clause. The consent referred to in this Clause shall survive the expiry or termination of the Subscription.

## 6. USER CONTENT

- 6.1. From time to time, SAL may introduce features in any of the LawNet Services which would permit Users to upload and store data, information, content or other matter (the "**User Content**") for future retrieval, viewing, editing and/or sharing. Such features, if available in respect of any LawNet Services, may be different in nature and extent from the features available in respect of other LawNet Services. Such features may not be available to certain Subscribers, including, without limitation, Subscribers the Users of which, pursuant to **Clause 3.3**, use the LawNet Services without a User ID. Where such features are not available to a Subscription, the terms and conditions in this Clause 6 shall not apply to the Subscription.
- 6.2. SAL shall have the right but not the obligation to monitor and review User Content, to edit or delete User Content and to terminate or restrict access thereto, without liability or prior notice and without giving any reason for doing so.
- 6.3. As part of the LawNet Services, SAL may permit Subscriber to have access to and deal with in any manner the User Content of its Users, or any part thereof ("**User Content Rights**"). User Content Rights may include the right to modify, delete, make copies of and terminate or restrict a User's access to, the User Content. The nature, scope and duration of User Content Rights shall be determined solely by SAL. User Content Rights may be modified, terminated or suspended at any time by SAL without liability and without giving any reason for doing so. SAL shall reasonably endeavour to advise Subscriber of any changes to the User Content Rights which will, in SAL's opinion, significantly alter the User Content Rights.
- 6.4. Subscriber hereby grants to SAL or, where applicable, shall procure that its Users grant to SAL, a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable and sub-licensable right to access, use, host, store, reproduce, modify, adapt, publish, translate, distribute, display and disclose the User Content for the purpose of providing the LawNet Services and ensuring and enforcing compliance with these T&Cs.
- 6.5. Nothing herein shall be construed as a grant by SAL to Subscriber of any rights in respect of User Content.

## 7. SUBSCRIBER'S WARRANTIES

- 7.1. Subscriber represents, warrants and undertakes to SAL as follows:
  - (a) Subscriber shall at all times have all the necessary rights, power and authority to apply for and use the Subscription and to perform all its obligations under these T&Cs;

- (b) Subscriber's use of the Subscription and performance of its obligations under these T&Cs shall not violate any agreement existing between Subscriber and any third party;
  - (c) Subscriber's use of the Subscription and performance of its obligations under these T&Cs shall at all times be conducted in conformity with all applicable laws;
  - (d) If Subscriber provides SAL with personal data of Users or proposed Users, (1) Subscriber has notified such Users or proposed Users of the purposes for which SAL requires their personal data; and (2) either Subscriber has obtained their prior consent or Subscriber is duly authorised to consent on their behalf to SAL's collection, use and disclosure of their personal data for the purposes set out in **Clause 5.3**;
  - (e) Subscriber has obtained and shall at all times maintain all necessary approvals, consents, authorisations, releases, waivers, licences and permits required to use the Subscription and perform its obligations under these T&Cs, including without limitation to use the Subscription to upload, submit, transmit or otherwise deal with all data, information, content or other matter (including, without limitation, if applicable, User Content);
  - (f) All data, information, content or other matter provided by Subscriber to SAL shall be true, accurate, current and complete and Subscriber shall promptly provide updates thereto as and when necessary;
  - (g) When using the Website or Subscription, Subscriber shall not, and shall not permit or cause any third party to, submit, upload or transfer any files, code, documents, data, information, content or other matter which infringes or violates third party intellectual property or other rights or which are or contain viruses or other harmful code, or which shall subject or be likely to subject SAL to civil or criminal liability;
  - (h) Subscriber shall not, and shall not permit or cause any third party to, use the Website or Subscription for or to carry out any activity that may be prohibited under any applicable law;
  - (i) Subscriber shall not, and shall not permit or cause any third party to, attempt to defeat, disrupt, bypass or otherwise thwart the operation of access control mechanisms put in place by SAL to control and limit access to the LawNet Services;
  - (j) Subscriber shall not and, shall not permit or cause any third party to, delete any copyright notices contained in content downloaded from the LawNet Services;
  - (k) Upon Subscriber becoming aware that it has received any documents, data, information, content or other matter through the LawNet Services which is addressed to another Subscriber or any other third party or has been wrongly sent to Subscriber, Subscriber shall (1) notify, and (2) return the relevant documents, data, information, content or other matter to the sender and delete and destroy all copies thereof in Subscriber possession, custody or control; and
  - (l) Subscriber shall render all reasonable assistance to SAL as SAL may request from time to time in respect of the Website and LawNet Services.
- 7.2. Subscriber hereby authorises SAL to deal with any data, information, content or other matter submitted by or to the Subscriber, in any manner as SAL shall deem fit for the purposes of operating, providing, improving, monitoring and reviewing the LawNet Services and User Content Rights, and for performing SAL's obligations and exercising or enforcing SAL's rights under the these T&Cs, the Website Conditions or otherwise.

## 8. INTELLECTUAL PROPERTY

- 8.1. All IP conceived, developed, comprising, embodied in, or practiced in connection with the Website and the LawNet Services, including all text, graphics, logos, icons, trade marks, service marks, domain names, video and sound recordings, data compilations, computer programs and computer code, are owned by SAL or its licensors (including Third Party Suppliers) and shall not be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted or hyperlinked in any manner and in any form without the prior written approval of SAL or its licensors. Subscriber acknowledges and agrees that Subscriber has no right, title or interest in or to the Website or the LawNet Services and will not challenge the ownership or right of SAL or its licensors thereto.
- 8.2. “IP” means any ideas, data, inventions, discoveries, developments, enhancements, works of authorship, computer programs, databases and technical, business and other information, and any property rights protected under the patent, copyright, mask work rights, trade secret, trademark or other intellectual property or moral rights laws of any state or national government, including all rights under any registrations issued now or in the future by any governmental authority with respect to the same, and all rights under any pending applications for registration filed now or in the future, in any part of the world.
- 8.3. Subject to Subscriber’s full compliance with these T&Cs, SAL shall grant to Subscriber for the term of the Subscription a limited, non-exclusive, non-transferable and non-sub-licensable licence to access and use, through its Users, the LawNet Services in accordance with the Subscription solely and exclusively for Subscriber’s internal business purposes. Subscriber acknowledges and agrees that it and its Users access and use such LawNet Services solely in the capacity of end-users and neither Subscriber nor any User shall have any right, without SAL’s prior written approval, (a) to sell, resell, or otherwise provide to third parties the whole or any portion of the LawNet Services or any content obtained through the LawNet Services, or reproduce, duplicate or copy the same, provided that Users may make a reasonable number of copies of the content obtained through the LawNet Services for the Subscriber’s internal business purposes; (b) to use the LawNet Services for the provision of outsourcing or the running of service bureaus; or (c) whether manually or with the help of computer programs, to download or attempt to download information for the purpose of creating or adding to an electronic search or retrieval facility (online or otherwise).

## 9. TERMS OF PAYMENT

- 9.1. In consideration of the provision of the Subscription, Subscriber agrees as follows:
  - (a) Subscriber shall make payment to SAL of all applicable charges (“Charges”) for the Subscription, including but not limited to all related technical support and Other Services, in accordance with SAL’s then current rates and fees, as may be amended from time to time. Notification of new rates and fees will be either posted on the Website or sent to Subscriber in writing via electronic means or otherwise. Payment of Charges shall be in accordance with such payment modes as SAL may prescribe from time to time. Payments by Subscriber to SAL shall be the full amount invoiced and free of any deduction, withholding, set-off or counterclaim of any nature whatsoever, including without limitation, deductions for bank charges, official fees, taxes or any other expense or charge incurred by Subscriber.
  - (b) If Subscriber has submitted an authorisation form allowing for direct debit from a bank account designated by Subscriber (“Designated Account”), SAL shall be entitled to and Subscriber hereby authorises SAL to debit directly, without any notice, the Charges and other monies due to SAL from the Designated Account. Subscriber shall bear all charges imposed by the bank in relation to the direct debit arrangement, including but not limited to charges in relation to maintenance of Subscriber’s account, all debits of payment (whether successful or unsuccessful) and overdrawing on the account. Subscriber shall also bear all charges incurred by SAL in connection with the unsuccessful debit of payment from Subscriber’s bank account.
  - (c) Subscriber shall notify SAL of any discrepancies in the amounts charged within thirty (30) days of notification of any payable Charges, failing which the amount charged

shall be deemed correct and Subscriber shall not be entitled to dispute the same or bring any action or proceedings against SAL in respect thereof.

- (d) In the event that the Charges or any part thereof remains unpaid by the payment due date for any reason, SAL shall be entitled to suspend or, in accordance with **Clause 12.4**, terminate, the whole or any part of the Subscription. The foregoing shall be without prejudice to SAL's right to impose late payment interest in accordance with **Clause 9.1(e)**.
- (e) SAL shall be entitled to impose late payment interest on outstanding Charges and other monies due to SAL from the payment due date until the date of SAL's receipt of the outstanding amount. In the event of a failure or delay of Subscriber to make timely payment of Charges for any part of LawNet Services provided by Third Party Suppliers, then in addition to the late payment interest charged by SAL in this Clause, Subscriber shall bear all late payment interest and other charges imposed on SAL or Subscriber by such Third Party Suppliers.
- (f) In the event that SAL is compelled to commence any legal action to recover unpaid Charges and other monies due to SAL, Subscriber agrees that SAL shall be entitled to claim legal costs on a full indemnity basis from Subscriber.
- (g) Where the Charges are computed on the basis of the number of Qualified Persons or User IDs, Subscriber shall accurately declare to SAL the number of Qualified Persons of Subscriber or the number of User IDs associated with the Subscription, at such frequency as may be required or when there is a change in such numbers, and provide to SAL such supporting documentation as SAL may in its discretion require. Any change to the number of Qualified Persons or User IDs on which the Charges are based shall be subject to SAL's prior approval and such change shall take effect from the date of such prior approval by SAL.
- (h) The Charges for Subscriptions obtained from resellers appointed by SAL, and Subscriber's payments of such Charges, shall be subject to the reseller's terms and conditions and not this **Clause 9**.

## 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

### Website and LawNet Services

- 10.1. THE WEBSITE AND THE LAWNET SERVICES (INCLUDING WITHOUT LIMITATION ALL DATA, INFORMATION, CONTENT OR OTHER MATTER THEREBY MADE AVAILABLE) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, SAL DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE AND THE LAWNET SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED CONDITIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 10.2. SAL does not warrant that the Website and LawNet Services will meet Subscriber's requirements or that the Website and LawNet Services will be accurate, complete, reliable, timely, secure or error-free or perform in an uninterrupted manner or be free from viruses or other harmful code. SAL shall not be liable to Subscriber or any third party in any way whatsoever for any losses, damage, fees, costs or expenses arising out of or in connection with the use of or reliance on the Website or LawNet Services (including without limitation all data, information, content or other matter thereby made available) or any downtime or service outage affecting them.
- 10.3. The data and information made available by the Website and LawNet Services do not purport, and shall not in any way be deemed, to constitute an offer or provision of any legal, professional or expert advice.

Internet communications

- 10.4. SAL also does not warrant the security, confidentiality, authenticity or integrity of any communications and data transmissions over the Internet as such risks cannot be eliminated from communications and data transmissions over the Internet. Accordingly, any document or information which is transmitted by Subscriber, whether to SAL or to any other party, is transmitted at Subscriber's own risk.

User IDs

- 10.5. As between Subscriber and SAL, it is Subscriber which is responsible for the proper use and confidentiality of all User IDs associated with the Subscription. Subscriber shall ensure that it has at all times full control of and over the use of all such User IDs. SAL shall be entitled to treat all communications, transactions and other activities occurring under or referable to any such User IDs as having occurred on behalf of Subscriber and with Subscriber's knowledge and authority. SAL shall not be liable for any losses, damage, costs, fees or expenses arising out of or in connection with any communication, transaction or activity occurring under or referable to the User IDs or Subscriber's failure to comply with this Clause.

Subscriber's dealings with others

- 10.6. SAL shall not be responsible for any dealings whatsoever between Subscriber and (a) any User, (b) any Third Party Supplier or (c) any other Subscriber, whether or not such dealings have been facilitated by SAL.

Third Party Suppliers

- 10.7. SAL shall not be responsible for any Third Party Features, including but not limited to the accuracy, completeness, reliability, availability or security thereof. SAL shall not be liable for any losses, damage, costs, fees or expenses arising out of or in connection with the acts, neglects and omissions of Third Party Suppliers or other third parties, including without limitation third party providers of telecommunication, computer or internet services or for faults in or failures of their apparatus, equipment or systems.
- 10.8. Third Party Features may be modified, terminated or suspended at any time without prior notice and without giving any reason. SAL shall not be liable to Subscriber or any third party in any way whatsoever for any losses, damage, fees, costs or expenses arising out of or in connection with any such modification, terminated or suspension.
- 10.9. Subscriber undertakes that it shall not seek to recover and shall not be entitled to recover from SAL or to be indemnified by SAL against, any direct, indirect or consequential loss, damage, costs, fees or expenses howsoever sustained, incurred or paid by Subscriber to any Third Party Supplier or other third party in relation to any claims, actions or proceedings whatsoever arising out of or in connection with (a) the LawNet Services or any Third Party Features thereof, or (b) the exercise of any rights or performance of any obligations by SAL under these T&Cs. In no event shall Subscriber seek to join SAL as a party, or otherwise make SAL a party, to any such claims, actions or proceedings.

Limitation of liability and bringing of claims

- 10.10. To the extent permissible by law, SAL shall not be liable to Subscriber or any third party for any losses or damage, whether direct, indirect, incidental, consequential or otherwise, or any costs, fees or expenses, arising out of or in connection with these T&Cs, the Website, the LawNet Services or any User IDs, including without limitation loss of profits, loss of revenue, loss of data, business interruption, loss of goodwill, loss of business opportunity and down time, even if SAL has been advised of the possibility of such loss or damage.
- 10.11. In any event, SAL's entire liability to Subscriber under these T&Cs or otherwise, whether in contract, tort, including negligence, or otherwise, shall be limited to the sum paid by



Subscriber in the three (3) month period preceding the date of Subscriber's first claim against SAL.

- 10.12. SAL shall have no liability to Subscriber under these T&Cs unless the Subscriber shall have served notice on SAL within one (1) year from the date that the event giving rise to the cause of action arose.

## 11. INDEMNITY

- 11.1. Subscriber shall at all times defend, indemnify and hold harmless SAL and its officers, employees, agents and contractors ("**those indemnified**") from and against any losses, damage, costs, fees, expenses (including reasonable legal costs and expenses) or other liability in respect of any and all claims whatsoever arising out of or in connection with:

- (a) any failure of a User to abide by the Website Conditions, the relevant terms of these T&Cs regarding the LawNet Services, and any other policies, directives and instructions issued from time to time by SAL in respect of the LawNet Services;
- (b) any failure of Subscriber to abide by applicable Third Party T&Cs;
- (c) the exercise of User Content Rights by Subscriber, where applicable;
- (d) any dealings whatsoever between Subscriber and (1) any User; (2) any Third Party Supplier or (3) any other Subscriber;
- (e) SAL's collection, use and disclosure of personal data for any purposes set out in **Clause 5.3**;
- (f) the Subscriber's or a User's use of the Website or LawNet Services or the data, information, content or other matter thereby made available; or
- (g) any data, information, content or other matter provided by Subscriber or Users (including, without limitation, User Content, where applicable).

- 11.2. Subscriber's obligation to defend those indemnified pursuant to **Clause 11.1** shall include without limitation the obligation to notify third party claimants in writing that those indemnified are not liable to them and to institute legal proceedings, if necessary, to restrain the third party from bringing such claims against those indemnified.

## 12. TERM AND TERMINATION

- 12.1. Unless otherwise agreed, the term of each of the LawNet Services comprised in the Subscription shall be as stated on the Website, subject to earlier termination in accordance with these T&Cs.

- 12.2. Either party has the right to terminate the Subscription without cause by giving thirty (30) days' prior written notice to the other party.

- 12.3. Each party has the right to terminate the Subscription forthwith by giving written notice to the other party if:

- (a) the other party is in breach of these T&Cs and, where the breach is curable, fails to cure the breach within fourteen (14) days of being notified in writing of the breach;
- (b) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the other party and are not discharged or discontinued within sixty (60) days of their commencement;
- (c) the other party compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets; or

- (d) the other party ceases or threatens to cease to carry on business.
- 12.4. SAL has the right to terminate the Subscription forthwith by giving Subscriber written notice if (a) payment of the Charges or any part thereof is not received by SAL by the payment due date; or (b) in SAL's opinion, there are security reasons for doing so.
- 12.5. Where LawNet Premium Services are included in the Subscription, SAL has the right to terminate the Subscription to such LawNet Premium Services forthwith by giving written notice to Subscriber if any grounds of termination set out in **Clauses 12.3(a) to 12.3(d)** or **Clause 12.4** apply or if the relevant Third Party Supplier has terminated such LawNet Premium Services or the provision thereof to the Subscriber or requested or directed SAL to terminate the same. Unless otherwise stated in SAL's notice of termination, the termination of any LawNet Premium Services pursuant to this **Clause 12.5** shall not terminate the Subscription to other LawNet Services.
- 12.6. Subscriber acknowledges and agrees that Subscriber may not be entitled to a refund of any Charges upon the modification, termination or suspension of the whole or any part of the Subscription. All refunds (if any) shall be subject to SAL's then current refund policies and procedures, provided always that no refunds are available upon:
  - (a) any termination by Subscriber pursuant to **Clause 12.3(b), 12.3(c)** or **12.3(d)**; or
  - (b) any termination by SAL pursuant to **Clause 12.3** or **12.4**.
- 12.7. The termination or expiry of the Subscription shall be without prejudice to any accrued rights of either party and shall not affect obligations which are expressed not to be affected by termination or expiry.
- 12.8. Any of these T&Cs which require performance or have application after the termination or expiration of the Subscription shall survive the termination or expiration of the Subscription. Without prejudice to the generality of the foregoing, **Clauses 5.3, 6.4, 7, 8.1, 10** and **11** shall survive the termination or expiry of the Subscription.

### **13. FORCE MAJEURE**

- 13.1. No party shall be liable for any loss, damage or penalty resulting from a delay or failure in the performance of their obligations under these T&Cs (other than failure to make payments when due) if the delay or failure results from events beyond its reasonable control. If any such event exceeds sixty (60) days in duration, either party may terminate the Subscription by giving the other party fourteen (14) days' prior written notice.

### **14. COMMUNICATIONS**

- 14.1. Subscriber shall provide its contact details (e.g. address, telephone number, fax number, e-mail) to SAL and shall promptly update SAL of any changes to such contact details. SAL shall be entitled to communicate with Subscriber using any of the contact details last updated in SAL's records. SAL shall not be liable if Subscriber cannot be contacted at the contact details.
- 14.2. In submitting an Application or becoming a Subscriber, Subscriber consents to receive communications from SAL electronically. SAL may also communicate with Subscriber by posting notices on the Website from time to time. SAL shall endeavour to notify Subscriber of such notices but IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO CHECK THE WEBSITE FROM TIME TO TIME FOR SUCH NOTICES. Subscriber agrees that all agreements, notices, disclosures and other communications that SAL provides by these means shall satisfy any legal requirement that such communications be in writing.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1. These T&Cs shall be governed by and sent construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with these T&Cs, including any question regarding its existence, validity or termination, shall be settled by mediation in Singapore at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached. If the mediation does not result in a settlement agreement within four (4) weeks of the date of the first request for mediation made by either party, the dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference to this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of arbitration shall be English. The arbitration agreement contained in this **Clause 15.1** shall be governed by the laws of Singapore.
- 15.2. For the avoidance of doubt, it is agreed that nothing in this **Clause 15** shall prevent a party from seeking urgent injunctive or equitable relief before any appropriate court.
- 15.3. Subscriber shall not, in any legal proceedings, challenge the admissibility as evidence or the accuracy of any data log or electronic record provided by SAL in whatever form it may be presented.

## 16. AMENDMENTS TO THESE T&CS

- 16.1. SAL reserves the right to amend, supplement and/or replace these T&Cs from time to time upon written notice. Such notice shall be posted on the Website and the applicable amendments, supplements and replacements shall be effective after thirty (30) days have passed from the date of being posted on the Website. BY ACCESSING AND USING THE LAWNET SERVICES OR CONTINUING TO ACCESS AND USE THE LAWNET SERVICES, SUBSCRIBER SHALL BE BOUND BY THE VERSION OF THESE T&CS IN FORCE AT THE TIME.

## 17. GENERAL

- 17.1. These T&Cs constitute the entire agreement between SAL and Subscriber relating to the Subscription and supersede and cancel in all respects all previous communications, agreements and undertakings between the parties, whether written or oral.
- 17.2. These T&Cs shall enure to the benefit of and be binding upon the parties and their respective successors in title and assigns.
- 17.3. Subscriber shall not assign or transfer these T&Cs or its rights or obligations hereunder without SAL's prior written consent. SAL may assign or transfer these T&Cs or its rights or obligations hereunder upon prior notice to Subscriber.
- 17.4. A waiver (whether expressed or implied) by a party of any of these T&Cs or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of these T&Cs not waived or from acting on any subsequent breach of or default by the other party under any of these T&Cs.
- 17.5. The invalidity, illegality or unenforceability of any of these T&Cs shall not affect the validity, legality and enforceability of the remaining provisions of these T&Cs.
- 17.6. Nothing in these T&Cs shall be deemed to create a joint venture or partnership or any employer-employee or principal-agency relationship of any kind between the parties. Neither

party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.

17.7. A person who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of these T&Cs.

17.8. The rights and remedies under these T&Cs are cumulative and not exclusive of any other right or remedy provided by law or equity.