

LOCKTON COMPANIES (SINGAPORE) PTE LTD PORTAL TERMS OF USE

Last Updated: 4 October 2024

PLEASE READ THESE TERMS OF USE CAREFULLY AND ENSURE YOU UNDERSTAND THEM BEFORE USING THIS PORTAL

BY USING THIS PORTAL, YOU CONFIRM THAT YOU ACCEPT THESE TERMS OF USE AND THAT YOU AGREE TO COMPLY WITH THEM

IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT USE OUR PORTAL

Who we are and how to contact us

<https://locktonsgprofin.com/spa> (the “Portal”) is operated by Lockton Companies (Singapore) Pte Ltd (“we”, “us”, “our”). We are a limited company incorporated in Singapore under company number 197601237N and our registered office at 16 Collyer Quay #08-00 Singapore 049318. To contact us, please email LocktonSPA@locktonsgprofin.com.

We are authorised and regulated in Singapore by the Monetary Authority of Singapore. <https://eservices.mas.gov.sg/fid/institution/detail/252-LOCKTON-COMPANIES-SINGAPORE-PRIVATE-LIMITED>

By using our Portal you accept these Terms

Where you use the Portal, these terms of use (“Terms”) apply in addition to the agreement between you and Lockton for the core services to be provided by Lockton (“Agreement”). If there is any conflict between the terms of your Agreement and these Terms, then:

- (a) these Terms prevail solely in respect of the services available on the Portal; and
- (b) your Agreement will prevail in respect of the core services outlined in the Agreement.

By using the Portal, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must not use the Portal. Please contact us using the contact details outlined above if you do not agree to these Terms.

We recommend that you save and/or print a copy of these Terms for future reference.

There are other terms that may apply to you

These Terms refer to the following additional terms, which also apply to your use of the Portal:

- [Our Privacy Notice](#), which sets out how we collect and use personal data about you.
- [Our Cookie Notice](#), which sets out information about the cookies on the Portal.

By using this Portal, you agree with the processing, transfer, usage, and/or storage of your personal data in accordance with our Privacy Notice and Cookie Notice.

We may make changes to these Terms

We amend these Terms from time to time. We will try to give you reasonable notice of any major changes but it is your responsibility to check these Terms regularly to ensure you understand the Terms that apply at that time. Your continued access to and use of the Portal is conditioned upon your agreement to, and compliance with, the Terms in effect at the time of such access.

We may make changes to the Portal

We may update and change the Portal from time to time to reflect changes to our products and services, our users' needs, our business priorities and for legal and regulatory reasons.

We may suspend or withdraw the Portal

The Portal is made available free of charge.

We do not guarantee that the Portal, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Portal for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are responsible for ensuring that all persons who access the Portal through your internet connection are aware of these Terms and any other applicable terms and conditions, and that they comply with them.

We may, at our sole discretion, restrict, suspend or terminate your right to access the Portal if you breach these Terms or otherwise misuse the Portal.

Permission to use the Portal

When you receive our email to you which (i) confirms you can access the Portal; and (ii) sets out your username, password and administrative permissions where applicable, we thereby authorise you and your authorised users to access the Portal using those usernames and passwords to the extent necessary and for the following purposes only (as applicable and subject to availability from time to time):

- a) viewing and searching the agreed material;
- b) uploading and/or downloading data to/from the Portal;
- c) activating and/or deactivating certain of the agreed Portal services and/or parts thereof;
- d) activating and/or deactivating certain additional Portal services; and
- e) requesting and running certain reports for the Portal services.

Your authorisation to use the Portal will end if:

- (a) Your agreement for the relevant Portal services terminates (for whatever reason); or
- (b) We give you not less than 14 days' prior written notice.

You shall change your Portal password(s) whenever you are prompted to do so.

Your Obligations

You will not:

- a) permit anyone other than your authorised users to access the Portal or the relevant Portal services;
- b) attempt to duplicate, modify, disclose or distribute the whole or any part of the Portal and/or the Portal services (save that you shall be entitled to upload/download certain material from time to time, as agreed);
- c) store distribute or transmit any material through the Portal that is unlawful, harmful, threatening, defamatory, obscene, harassing, or racially or ethically offensive, facilitates illegal activity, depicts sexually, explicit image or promotes unlawful violence, discrimination abuse on race, gender, colour, religious belief, sexual orientation or disability or any other illegal activities;
- d) attempt to reverse compile disassemble, reverse engineer or otherwise reduce to human-perceivable form any part or parts of the Portal and/or the Portal services except as may be allowed by any applicable law;
- e) use the Portal and/or the Portal services to provide any services to any third parties without our prior written consent;
- f) transfer, temporarily or permanently any rights or obligations under these Terms;
- g) attempt to obtain, or assist others in obtaining access to the Portal and/or the Portal services other than in accordance with our instructions from time to time;
- h) misuse the Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- i) attempt to gain unauthorised access to the Portal, the server on which the Portal is stored or any server, computer or database connected to the Portal. You must not attack the Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Portal will cease immediately;
- j) disclose any username or password to anyone other than the relevant authorised user and you will keep such details confidential and inaccessible to third parties.

You will:

- a) (and you will ensure that your authorised users will) comply with our instructions from time to time and these Terms;
- b) make all arrangements necessary for you to have access to the Portal and/or the Portal services. You are responsible for configuring your information technology, computer programmes and other equipment to access the Portal.
- c) notify us immediately if you require us to delete a username and/or password and /or change any permissions associated with that username and/or password.

Portal Availability

Every effort is made to keep the Portal up and running smoothly. However, we take no responsibility for, and will not be liable for, the Portal being temporarily unavailable due to technical issues beyond our control.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at LocktonSPA@locktonsgprofin.com.

How you may use material on the Portal

We are the owner or the licensee of all intellectual property rights in the Portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Portal for your personal use and you may draw the attention of others within your organisation to content posted on the Portal.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Portal must always be acknowledged.

Except where it forms part of the agreed Portal services, you must not use any part of the content on the Portal for commercial purposes without obtaining a licence to do so from us. In particular you agree not to offer for sale or sell or distribute over any medium any part of the Portal or Portal materials whatsoever.

If you print off, copy or download any part of the Portal in breach of these Terms, your right to use the Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We are not responsible for websites we link to

Where the Portal contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources and do not accept any responsibility or liability for those websites or resources. When you leave the Portal, we encourage you to read the privacy notice, terms of use and cookies notice of every website you visit.

Our Liability

Your access to the Portal is provided free of charge. You agree that the limitations and exclusions of liability set out in these Terms are reasonable in the circumstances.

To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- (a) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- (b) Any liability for any direct, indirect or consequential loss or damage incurred by you and/or any user in connection with our Portal and/or the Portal services or in connection with the use, inability to use, or results of the use of our Portal and/or the Portal services and any associated materials, including, without limitation any liability for:
 - (i) loss of income or revenue;
 - (ii) loss of business;
 - (iii) loss of profits or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of data;
 - (vi) loss of goodwill;
 - (vii) wasted management or office time; and
 - (viii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in these Terms affects our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or fraudulent misstatement, nor any other liability which cannot be excluded or limited under applicable law.

We shall have no liability to you under these Terms if we are prevented from or delayed in performing our obligations or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, theft, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

We will take reasonable steps to ensure that the Portal is virus-free but we cannot guarantee it. We are not responsible for viruses and you must not introduce them.

Rules about linking to the Portal

You must not establish a link to the Portal or make the Portal, or any part of it, available as part of another website, whether by hyperlink framing on the internet or otherwise, without our prior approval.

Which country's laws apply to any disputes?

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Singapore law. We both agree to the exclusive jurisdiction of the courts of Singapore.

Our trademarks

The trademarks, service marks and logos contained on the Portal are owned by or licensed to us and are subject to copyright, trademark and other intellectual property rights under English and foreign laws and international conventions. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under How you may use material on the Portal.