

Terms Of Service

Please read the following Terms and Conditions and our Privacy Policy carefully (collectively "User Conditions") before using this Site and the Service (both defined below), so that you are aware of your legal rights and obligations with respect to Singapore Press Holdings Limited and its related corporations, entities, affiliates and subsidiaries (individually and collectively, "SPH "). By accessing this Site and using the Service, you hereby agree to be legally bound by these User Conditions. If you do not accept these User Conditions, please leave the Site and discontinue use of the Service immediately.

1. Agreement

1.1 You hereby represent and warrant that:

(i) you have read and agree to these User Conditions and you are at least 18 years old and have the necessary legal capacity, right, power and authority to agree to these User Conditions

(ii) you are authorised to bind the entity (yourself or your company) on whose behalf you are accessing this Site or using the Service and such entity agrees to be bound by these User Conditions; and

(iii) all of the information provided by you to SPH (including without limitation personal particulars and contact information) is accurate and complete.

1.2 SPH reserves the right to change, modify, suspend or discontinue the whole or any portion of the Service or Site at any time. SPH may also impose limits on certain features or restrict your access to parts or the entire Service or Site without notice or liability

1.3 SPH may from time to time vary or amend these User Conditions by posting the amended User Conditions at this Site. Any use of the Service after the amendment of these User Conditions will be deemed to be acceptance of the amended User Conditions by you. If you do not agree to the amended User Conditions, you have the right to cease using the Services.

2. Definitions

2.1 "Agreement" means the agreement formed by these User Conditions.

2.2 "Computer" means the personal computer, notebook computer, personal digital assistant, mobile phone or other electronic device used to access this Site or the Services.

2.3 "Content" means links, directory listings, materials, information, news, advertisements, data, input, text, songs, audio, video, pictures, photographs, graphics, software, blogs, webcasts, podcasts, broadcasts, messages, software, comments, suggestions, ideas and other content.

2.4 "Servers" means the computer software, systems and servers hosting, operating, managing, providing or contributing to the Site and the Services.

2.5 "Service" is defined in Clause 3.2.

2.6 "Site" means the SPH Photobank portal currently located at www.photobank.sg.

2.7 "SPH Content" means all Content of SPH that is made available on or via the Site.

2.8 "Third Party Content" means all Content of third parties that is made available on or via the Site, and shall include

all third party websites and links to third party websites.

2.9 "Third Party Products" means all products and services of third parties advertised on or available at the Site or websites linked from the Site.

2.10 "Virus" means any virus, worm, macro, adware, Trojan horse, time bombs, error or other damaging or harmful program or components.

3. Site And Service

3.1 The Site is owned by SPH.

3.2 SPH may offer the following services on or through the Site (each a 'Service' and collectively the 'Services'):

- (i) access to a collection of information, data, text, listings, graphics, images and other types of works;
- (ii) sale of information, data, text, listings, graphics, images and other types of works; and
- (iii) any other features, content or applications that SPH may offer at the Site from time to time in its sole discretion.

3.3 You acknowledge and agree that to access and use certain Services, you shall be bound to strictly comply with the conditions in addition to these User Conditions.

4. User's Obligations

4.1 You shall not reproduce, modify, translate, publish, display, transmit, distribute, sell, trade or exploit for any commercial or other purposes, any portion of, or any access to:

- (i) any Service;
- (ii) the Site;
- (iii) any SPH Content except with the prior written consent of SPH and subject to such further terms and payment of fees; or
- (iv) any Third Party Content except with the prior written consent of the owner of the specific Third Party Content.

4.2 Without prejudice to the generality of Clause 4.1, you agree not to reproduce, display or otherwise provide access to the Service, SPH Content or Third Party Content on another website or server, for example through framing, mirroring, linking or any other technological means (including any technology available in the future), without the prior written consent of SPH.

4.3 You also hereby undertake:

- (i) to comply with these User Conditions, and such other notices or guidelines that may be posted on the Site by SPH from time to time (which are hereby incorporated by reference into these User Conditions);
- (ii) not to use any Service or SPH Content for any unlawful purpose, and shall comply with all applicable laws and regulations, including without limitation, copyright law; and

(iii) not to hack into, interfere with, or disrupt the Site, Services or Servers.

4.4 Any infringing, fraudulent, abusive, or otherwise illegal activity shall, at SPH 's sole discretion, be grounds for termination of your use of the Site and Services and you may be reported to appropriate law-enforcement agencies.

4.5 Without prejudice to SPH's rights of termination under Clause 4.5 above, 7.6(i) and 9 below, SPH reserves the right to terminate your access to all or any part of the Site or Services if you are in breach of any of these User Conditions or if SPH believes that you have been using any of the Services for unlawful activity.

5. Privacy

5.1 Your privacy is very important to us at SPH. Please read our Privacy Policy.

6. Use of SPH Content

6.1 All SPH Content are the copyrighted work of SPH or its content or software providers, and SPH reserves and retains all rights in the SPH Content. Use of some SPH Content may be governed by the terms of an accompanying end user license agreement. You will not be able to download or install any SPH Content that is accompanied by or includes an end user license agreement unless you agree to the terms of such end user license agreement. If you do not agree to such terms, you will not be able to use the SPH Content.

6.2 You may not decompile, reverse engineer or otherwise attempt to discover the source code of any SPH Content available on the Site or through a Service except under the specific circumstances expressly permitted by law.

7. Disclaimers & Limitations

7.1 While we make every effort to ensure that all SPH Content displayed on the Site is accurate and complete, we provide the SPH Content on an 'as-is', 'as available' basis only and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, SPH disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. Without limiting the foregoing, SPH does not warrant that the functions contained in or access to the Site, Services, SPH Content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Site, Services, SPH Content or the Servers are free of Viruses, or that the download, installation or use of any SPH Content in or with any Computer will not affect the functionality or performance of the Computer. SPH does not warrant or make any representations regarding the use or the results of the use of the SPH Content, the Service, the Site or the Servers in terms of their correctness, accuracy, completeness, reliability, or otherwise. You (and not SPH) assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in any Computer. You agree not to hold SPH liable for the loss, damage or expense that is due to any circumstances beyond the reasonable control of SPH.

7.2 The data and information made available on the Site are of a general nature and do not purport, and shall not in any way be deemed, to constitute an offer or provision of any professional or expert advice. You should at all times consult a qualified expert or professional adviser to obtain advice and independent verification of the information and data contained herein before making any decision.

7.3 You also acknowledge and agree that we may provide you with access to Third Party Content. You acknowledge that it is not SPH's policy to exercise editorial control over, and to review, edit or amend any data, information, materials or contents of any Third Party Content, posting, email or any information that may be linked to, inserted or made available on or from the Site and that SPH does not endorse, has no control over and shall not be responsible for any Third Party Content. SPH Search hereby expressly disclaims all liabilities and responsibilities arising in

relation to any Third Party Content, including any Viruses contained in any Third Party Content.

7.4 You acknowledge and agree that SPH does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over Third Party Products, and SPH hereby expressly disclaims all liabilities and responsibilities arising in relation to any Third Party Products.

7.5 You agree that all Third Party Content, and Third Party Products, and all statements, offers, information, opinions, materials, from other users and from advertisers and other third parties on this Site should be used, accepted and relied upon only with care and discretion and at your own risk, and SPH shall not be responsible for any loss, damage, expense or liability incurred by you arising from such use or reliance.

7.6 You agree that:

(i) SPH shall be entitled at any time, at its sole discretion and without prior notice add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Site or Services without assigning any reason; and

(ii) access to or the operation of the Site, Servers and/or the Services may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors, and in any such event, SPH shall not be liable for any loss, liability or damage which may be incurred as a result.

7.7 Under no circumstances, including, but not limited to, negligence, shall SPH be liable for any indirect, special, consequential, or incidental damages that result from the use of, or the inability to use, the SPH Content, Services, Site, or any other website, even if SPH or a SPH authorized representative has been advised of the possibility of such damages.

7.8 You agree that the above exclusions and limitations of liability enable the Services and the SPH Content to be provided by SPH at either reasonable costs or no costs to you.

8. Intellectual Property

8.1 The copyright, patents and all intellectual property rights in the Services, the Site, and all SPH Content, including without limitation the copyright in SPH's compilations of all SPH Content and Third Party Content, shall vest in and remain with SPH.

8.2 The trademarks, logos and service marks ("Marks") displayed on this Site are the property of SPH or other third parties, and all rights to the Marks are expressly reserved by SPH or relevant third parties. You are not permitted to use the Marks without the prior written consent of SPH or such third party. Without limiting the generality of the above,

(i) "SPH Photobank" is a trademark of SPH; and

(ii) "SPH" and "Singapore Press Holdings logo" are trademarks of Singapore Press Holdings Limited.

8.3 If you have any questions or concerns about these User Conditions or any issues raised in these User Conditions or on the Site, please email to photobank@asia1.com.sg.

9. Termination

9.1 You agree that SPH has the right in its sole discretion and without notice to restrict, suspend, or terminate your

access to all or any part of the Site or Services, without assigning any reason.

10 Notification of Infringement

10.1 SPH will investigate notices of copyright, trademark and other intellectual property infringement ("Infringement") in respect of SPH Content, Third Party Content and other material occurring on the Site ("Infringing Material") and take appropriate action. If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on this Site, please notify SPH in writing immediately ("Infringement Notice").

10.2 All Infringement Notices shall be sent to SPH addressed as follows:

Singapore Press Holdings Limited
1000 Toa Payoh North,
News Centre
Singapore 318994
Attention: Resource Centre
Fax: 6319 8177

10.3 SPH will in response to all Infringement Notices submitted in the above manner remove the Infringing Material from the Site. In return, you agree that you shall not take any legal action against SPH in respect of any Infringing Material, unless you have first given SPH the Infringement Notice and sufficient opportunity to remove the Infringing Material, and thereafter SPH refuses or fails to remove the Infringing Material within a reasonable time. Where SPH removes the Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against SPH under applicable law which you may have in respect of any Infringing Material appearing on the Site prior to such removal by SPH.

10.4 You acknowledge and agree that SPH has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on Third Party Content on third party sites linked to the Site, or Third Party Products which are not sold by SPH.

11. Jurisdictional Issues

11.1 This Site is owned and operated by SPH. SPH makes no representation that the Contents of the Site are appropriate or available for use in your location. Those who choose to access this Site from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

12. Indemnity

12.1 You agree to indemnify and hold SPH, and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

- (i) your use of the Site or any Services;
- (ii) your connection to the Site;
- (iii) your breach of any terms and conditions of these User Conditions; or

(iv) your violation of any rights of another person or entity.

13. Severability

13.1 If any provision of these User Conditions is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these User Conditions shall continue in force save that such provision shall be deemed to be deleted.

14 Relationship of Parties

14.1 Nothing in these User Conditions shall constitute or be deemed to constitute an agency, partnership or joint venture between SPH and you and neither party shall have any authority to bind the other in any way.

15 Waiver

15.1 A failure by SPH to exercise or enforce any rights conferred upon it by these User Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

16. Rights of Third Parties

16.1 Except as provided for in Clause 12, a person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

17. Force Majeure

17.1 No party shall not be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.

17.2 For purposes of this Agreement, a "Force Majeure Event" is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party's country or in the territory, and which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

18. Governing Law & Jurisdiction

18.1 These User Conditions and all matters relating to your access to, or use of, this Site and the Service shall be governed by and construed in accordance with the laws of Singapore, without giving effect to any principles of

conflicts of law.

18.2 You hereby submit to the exclusive jurisdiction of the Singapore courts.