



D&B Online Trust Solutions Order Form

Dun & Bradstreet Singapore Pte Ltd ("D&B Singapore") and the undersigned ("the Client") agree that D&B Singapore will provide the Client with the following selected Product/Service for a period of _____ months, for the period beginning _____ 20__ and ending _____ 20__.

D&B D-U-N-S Registered™

Comprehensive Profile – S\$570.00/year + 8% GST

New

Total: _____

Dun & Bradstreet (Singapore) Pte Ltd and the Subscriber, by signing this Agreement, agree to and intend to be bound by its terms and provisions including the Terms of Agreement stated on the reverse of this Agreement. If it is held by a Court of competent jurisdiction that any part of this Agreement is void, voidable, illegal or unenforceable, that part shall be severable from and shall not affect the continued operation of the rest of this Agreement.

Accepted

Dun & Bradstreet (Singapore) Pte Ltd

By _____
Date _____

FOR OFFICIAL USE ONLY	
Subscriber Number	_____
Sales Associate	_____
Client Service	_____

Name of Client:				_____			
Authorised Signature & Company Stamp:				_____			
Print Name (Mr/Ms/Mrs):				_____			
Job Designation:				_____			
Mailing Address:				_____			
Telephone No:		Fax No:		Date:		_____	
Email Address:				_____			

The annual charges are exclusive of 8% GST. Please specify your payment option (below):

Local Payment only

By Bank Transfer

Please deposit at:-

Bank: The Development Bank of Singapore Limited (MBFC branch)

A/C #: 003-912497-0 (SGD A/C)

A/C Name: Dun & Bradstreet (Singapore) Pte Ltd

and fax the pay-in receipt to 65-6318-7922 together with this request form

By Bank Cheques

Please make cheque payable to **Dun & Bradstreet (Singapore) Pte Ltd**

By Credit Card (*Additional 3% Credit Card Charges apply)

- (a) Name of card holder:
- (b) Card No:
- (c) Expiry Date:
- (d) Card Type (Visa/Master):



For assistance, kindly contact our Customer Service representatives:

DID : (65) 6565 6161
Fax : (65) 6226-0178
Email : csc@dnb.com.sg
Address : Dun & Bradstreet (Singapore) Pte Ltd
6 Shenton Way
#17-10 OUE Downtown 2
Singapore 068809
Office Hours : Mon-Fri, 9am – 6pm, Singapore Time

*** *Your D-U-N-S Registered Seal will be sent to you within 5 days from receipt of the request and upon full submission of the required documents and payment confirmation.*



TERMS OF AGREEMENT

1. These Standard Terms & Conditions (“**T&Cs**”) apply to the Client of Dun & Bradstreet Singapore Pte Ltd (“**D&B Singapore**”) availing of ‘D&B D-U-N-S RegisteredTM’ as the case may be, under the D&B Online Trust Solutions Offering (“**the OTS Offering**”).
2. If the Client has been approached by D&B Singapore through a Referring Entity (i.e. the entity providing the Client’s reference), if any (as specified in the Order Form overleaf), the said Referring Entity would have authorized D&B Singapore to proceed with the requisite formalities, including approaching the Client for registering it for the OTS offering under these T&Cs by issuing a **Referral Letter**.
3. In order to purchase the OTS, the Client agrees to provide information concerning its business, as may be requested by D&B Singapore, for being displayed on its website hosting the OTS Offering (“**the Information**”). By availing the OTS Offering, the Client is deemed to have agreed to these T&Cs without any qualifications.
4. The Client agrees and warrants the following:
 - a) The Information as may be provided by Client to D&B Singapore from time to time shall be complete, current and accurate.
 - b) The Client shall proactively inform D&B Singapore immediately if there is any change in the Information to enable it to update the same.
 - c) The following events relating to the Client must be notified by the Client to D&B Singapore immediately (non-exhaustive list): a filing for bankruptcy, liquidation, petition for suspension of payments, criminal proceedings, etc.
 - d) The Client acknowledges that its website, if any, shall not contain information which is illegal, illicit, obscene, defamatory, unauthorised, infringing to third parties and/or harmful to the goodwill and reputation of D&B Singapore.
 - e) The Client agrees to comply with all the relevant applicable laws of Singapore.

OWNERSHIP

5. D&B Singapore is the sole owner and proprietor of all rights including copyrights, trademarks and all other intellectual property rights (“**IP Rights**”) in the Information. The “D&B D-U-N-S RegisteredTM” logo or such other proprietary logos as may be displayed by D&B Singapore on the Client’s website, if any, are owned either by D&B Singapore or its associated / sister concerns or third parties, as the case may be, and such entity is the sole owner and proprietor of the IP Rights therein. All research, analysis, data and any other Information provided in any form, is also proprietary to D&B Singapore and is protected by Singapore laws and applicable treaties and conventions governing intellectual property. The Client shall not copy, reproduce, repackage, resell, display, publish, transmit, transfer, disseminate or otherwise redistribute the Information, in whole or in part, in any form or manner or by any means whatsoever without the express written permission of D&B Singapore.
6. The Client acknowledges that the Information is proprietary to D&B Singapore and comprises of: (a) compiled information containing selection, arrangement and expression of such Information or pre-existing material that has been created, gathered or assembled by D&B Singapore; (b) information that has been created, developed and maintained by D&B Singapore at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm the proprietary and intellectual property rights in the Information of D&B Singapore.
7. To the full extent permitted by law, the Client undertakes not to take, directly or indirectly, any action inconsistent with, derogatory to or otherwise undermining such IP Rights, title and interests, including adoption, using, registering or attempting to register any logo or trademark confusingly similar to the D&B logo and/or the D&B trademark or any other IP Rights of D&B Singapore or its associated / sister concerns or third parties, as the case may be.

DISCLAIMER AND LIABILITY

8. D&B Singapore does not give any warranty whatsoever, including without limitation, as to the availability, accuracy, currency, completeness, correctness, timeliness or reliability of the Information made available and expressly disclaims (to the maximum extent permitted in law) all liability for any direct or indirect damage or loss resulting from the use of, or reliance on the Information or the contents provided therein. Through these T&Cs, the Client acknowledges that every business decision, to some degree or the other, represents the assumption of risk and that D&B Singapore, in displaying the Information does not and cannot underwrite or assume the Client’s risk, in any manner whatsoever. The Client, therefore, agrees that D&B Singapore shall not be liable to the Client in any manner for any direct or indirect loss or injury arising out of or caused, in whole or in part, by D&B Singapore’s negligent or other acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the Information or its contents, or in otherwise performing its obligations under these T&Cs, whether or not any such matter amounts to a fundamental breach of these T&Cs.
9. Further, D&B Singapore shall not be liable, at any time, for special, incidental, exemplary or consequential damages (including, without limitation, damages for loss of business projects or loss of profits), even if advised of the possibility of such damages, arising in contract, tort or otherwise from the use of the Information or its contents, or from any acts or omissions arising as a result of use of the Information or for any failure of performance, error, omission, interruption, defect or delay in the activities undertaken by third parties as a result of reliance on the contents of the Information.
10. If notwithstanding the foregoing, liability can be lawfully imposed and enforced on D&B Singapore, then the Client agrees that D&B Singapore’s aggregate liability for any and all losses or injuries to the Client arising out of any negligent or other acts or omissions of D&B Singapore in connection with anything furnished as Information, regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by the Client during the period specified in the Order Form overleaf for the Information provided hereunder, whichever is lesser, and the Client covenants not to sue D&B Singapore for a greater amount.
11. D&B Singapore provides no advice or endorsement of any kind through this Information. The availability of data in the Information does not constitute a recommendation by D&B Singapore to enter into any transaction or follow any course of action. D&B Singapore recommends that the Client independently verify the current accuracy of any data made available in the Information being displayed on the website hosting the OTS Offering.

INDEMNITY

12. The Client agrees to hold harmless and indemnify D&B Singapore and its officers, agents, employees or partners, from and against any third party claim that is settled or compromised, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgements, litigation costs and attorneys’ fees of every kind and nature, arising from or in any way related to the Information or from any breach of these T&Cs by the Client, its employees and its agents.

Initial



TERMS OF USE

13. The Client is prohibited to use the Information and its contents to engage in any unfair or deceptive practices. Except as otherwise mutually agreed or required by law, the Client shall not use any of D&B Singapore's trade names, trademarks or service marks for any purpose. The Client is prohibited to use the OTS Offering: (a) anywhere else other than on the webpages of the Client's official website, if any; (b) for obtaining credit or insurance; (c) to engage in any unfair or illegal practices; and/or (d) for any other purpose for which the OTS Offering has clearly not been intended.

14. The Client may use the Information for:-

- a) Stating in any communication, the fact that the Information is available with D&B Singapore, bearing the unique D&B D-U-N-S® Number.
- b) Sharing it with the Client's existing / prospective bankers, creditors, lenders and business partners for furthering the Client's business interests.

PAYMENT

15. The Client and/or the Referring Entity (if any) liable to make the payment, as the case may be, shall pay D&B Singapore for the OTS Offering immediately upon signing this Agreement, in accordance with the payment terms specified in the Order Form overleaf and it / they shall not make any set-off against D&B Singapore.

TERMINATION

16. D&B Singapore will display the Information for the period specified in the Order Form overleaf. Unless terminated earlier, these T&Cs, shall renew automatically every 12 (twelve) months on the same or mutually agreed commercial terms. Provisions which by their very nature survive termination shall be deemed to survive any termination. D&B Singapore may terminate this arrangement at any time and without prior notice in the event of a breach of these T&Cs by the Client and otherwise upon 30 (thirty) days' written notice.

17. In the event the Client materially breaches any of these T&Cs, D&B Singapore shall be entitled to: (i) immediately terminate these T&Cs; and/or (ii) to suspend, restrict or prohibit access to the Information.

GOVERNING LAW

18. The laws of Singapore shall govern these T&Cs and the parties agree that the appropriate Courts in Singapore shall have exclusive jurisdiction for resolving any disputes arising under these T&Cs.

MISCELLANEOUS

19. These T&Cs contain the entire and only agreement between D&B Singapore and the Client in relation to the subject matter hereof and all prior and collateral representations, warranties, promises and conditions made by D&B Singapore have been merged herein. No representation, warranty, promise or condition not incorporated herein shall be binding upon either party. These T&Cs shall bind and inure to the benefit of the parties and their successors and assigns. The Client shall not assign these T&Cs without D&B Singapore's prior written consent. In the event that any court of competent jurisdiction holds any provision of these T&Cs invalid or unenforceable, it will not invalidate or render unenforceable any other provisions hereof and the same will continue to be valid. No waiver or amendment of these T&Cs shall be binding on either party, unless it is in writing and signed by the authorized officials of both the parties.

The Client acknowledges that it has read and fully understood the Standard Terms & Conditions given above which solely govern the provision of the OTS offering by D&B Singapore and the Client unconditionally agrees to be bound by them.

Initial