



TERMS OF AGREEMENT

1. All information furnished to the Subscriber by D&B pursuant to this Agreement is for the exclusive use of the Subscriber solely as one factor in the Subscriber's credit, insurance, or other business decisions relating to corporations, partnerships, sole proprietorship or other business, government or non-profit entities' stockholders, directors, officers, partners, proprietors or employees in their capacities as such. It is expressly prohibited to use such information as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes. It is further prohibited to use such information to engage in any unfair or deceptive practices.
2. All information furnished hereunder shall be held in strict confidence and shall never be reproduced, revealed or made accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless the Subscriber first obtains D&B's written consent, except that Subscriber may reveal to the subject of the information that D&B is a source of information about the subject and refer the subject to D&B for the purpose of obtaining a copy of the information D&B is providing regarding the subject and reviewing the same.
It is expressly understood that the Subscriber shall neither request information for the use of others, nor permit requests to be made under this Agreement by others. Neither may the information be used by the Subscriber in connection with providing advice or recommendations to others. It is being understood that the information is only for the Subscriber's internal use. Without limiting the foregoing, none of the information furnished hereunder may be used to create the whole or any part of any mailing list, telemarketing list, other marketing or research aid or other data compilation which is to be sold or otherwise provided to any third party.
3. The SUBSCRIBER SHALL (AND SHALL PROCURE THAT ITS USERS SHALL) ONLY ACCESS AND/OR USE THE INFORMATION AND SERVICES IN SINGAPORE TO SUPPORT ITS BUSINESS OPERATIONS SITUATED WITHIN THE TERRITORY ONLY. The Subscriber shall not set up or share its user IDs or passwords outside the Territory, nor may it share Information accessed under this Order with persons located outside the Territory.
4. The Subscriber may only access and use Information or Services if the Subscriber is: (i) identified in this Order or in a schedule attached to this Order; and (ii) the Subscriber is not eligible to receive any Services under an existing order with D&B. Future acquisitions by the Subscriber of, or of the Subscriber by, an Existing Customer may not be included in this Order until the natural expiry of the existing order(s) or agreement(s). THE SUBSCRIBER is responsible for compliance by the Subscriber's Affiliates with this Order and the terms and condition of this Service Agreement.
5. The Subscriber will be entitled to and issued one production and one development unique "access ID" (also referred to as an "API-key").
6. The Subscriber has access to data at a rate of up to five (5) queries per second for each production and development API-key. The Subscriber shall not use the Services to robotically or otherwise automatically harvest data through any software. D&B reserves the right to limit the volume of enquiries placed at any time.
7. The Subscriber may place up to one thousand (1,000) API calls per calendar week across all entitled services when using the issued development API-key.
8. The Subscriber may provide the Software (or access thereto) to a third-party developer solely for the purposes of providing technical development and data integration on behalf of the Subscriber, provided that the third party developer has accepted and agreed to be bound by these terms and conditions and that any use of the Software and the Services shall be solely for and on behalf of the Subscriber for the sole purpose of implementing Software for the Subscriber. The Subscriber will be liable for any acts or omissions of its third-party developers regarding the use or any license of the Software or the Information. The Subscriber acknowledges and agrees that: (i) any and all Information accessed through an API-key is solely for development purposes only; and (ii) any API-key is provided to the Subscriber by D&B for use only in the specific country where the user is located.
9. The Subscriber will cooperate with and provide all necessary information and resources to assist D&B in providing the Service to the Subscriber. The Subscriber agrees that it will upgrade its hardware and/or software, at its own expense, in order to maintain compatibility with Service modifications which are made from time to time.
10. Where applicable, data received from the Subscriber will be processed in accordance with the D&B EU Personal Data Processing Agreement, as set forth at <http://www.dnb.co.uk/dpa> which is incorporated herein.
11. The Subscriber is licensed to use the Services solely for the Purpose of Use(s) identified within the Service Options. The Subscriber shall have unlimited access to the licensed Data Blocks for all Entities included within the Records Under Management from each hosted company record. Additional use cases, entitlements, capabilities and/or data not explicitly granted herein shall require execution of a Change Order between D&B and THE SUBSCRIBER.
12. The Subscriber may not share Data Blocks with third party data onboarding companies for the purpose of matching to digital identifiers for online advertising or targeting.



13. The Subscriber acknowledges that D&B does not, and could not for the fees charged hereunder, guarantee or warrant the correctness, completeness, currentness, merchantability or fitness of the information for a particular purpose. Such information usually is not the product of an independent investigation prompted by each Subscriber's inquiry but is updated and revised on a periodic basis. The Subscriber also acknowledges that every business decision, to some degree or another, represents the assumption of a risk and that D&B, in furnishing information, does not and cannot underwrite or assume the Subscriber's risk, in any manner whatsoever. The Subscriber therefore agrees that D&B shall not be liable to the Subscriber for any loss or inquiry arising out of or caused in whole or in part in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information. D&B shall take reasonable care and use appropriate measures to warrant the correctness, completeness, currentness, merchantability or fitness of the information.
14. The Subscriber also agrees that D&B's aggregate liability, if any, for any and all losses or injuries to the Subscriber arising out of any omissions or acts of D&B whether negligent or otherwise in connection with any services to be done or furnished hereunder, 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 Subscriber for the services done or furnished hereunder and the Subscriber covenants and promises that it will not sue D&B for an amount greater than such sum.
15. The Subscriber agrees that D&B will not be liable for consequential damages, even if advised of the possibility of such damages.
16. Unless otherwise stated, this Agreement covers service to the Subscriber at the place of business specified in this Agreement. Any information, directories, reports or mailing lists leased to the Subscriber shall be kept and used only at this place of business, except that the Subscriber, after first obtaining D&B's written permission and complying with D&B's written instructions, may furnish the information, directories, reports or mailing lists to another to have all or part of the listings copied or duplicated on tape, disk or other format suitable for further handling or processing for the Subscriber's exclusive use. All such leased information, directories, reports or mailing lists shall be immediately resumed to D&B without further notice upon the expiration or termination of this Agreement.
17. The Subscriber agrees that D&B may revise the unit charges stated on the statement of charges for services on thirty days' notice to the Subscriber. An increase to apply to the next payment may be notified in the invoice sent by D&B to the Subscriber.
18. Both Parties may terminate this Agreement at any time and without prior notice in the event of a breach thereof by the other Party and otherwise upon thirty days written notice by either Party. For the avoidance of doubt, there shall be no refund of any upfront payment made by the Subscriber upon early termination unless such termination is made by D&B in the event of breach occurred on the part of D&B.
19. If the payment terms are otherwise than in full advance, and if any payment provided for is not made when due, then the entire amount shall immediately become due and payable upon notice. The Subscriber agrees to pay delivery charges and applicable taxes, which are not included in the amounts shown on the face of this Agreement, and which will be invoiced to the Subscriber.
20. In the event if the Subscriber has utilised all their credit balance without the existence of a renewal or supplement contract, the Subscriber agrees to pay for any excess data at the rate of 1.5x from the pricing stated above under ("Proposal Details").
21. By signing this Order, the Subscriber declares that the information contained herein is accurate as at the Start Date. Without prejudice to its rights under this Order, the Service Agreement or at law, D&B reserves the right to review the terms upon which Information and/or Services are supplied under this Order in the event that: (i) THE SUBSCRIBER accesses or uses (or notifies D&B of its wish to access or use) any of the Information or Services outside the Territory or wishes to extend access and/or use to a Customer Affiliate not already included in this Order, or (ii) THE SUBSCRIBER exceeds (or notifies D&B of its wish to increase) the maximum number of Users stated in this Order, or (iii) there is an increase in the Subscriber's service requirements. The Subscriber agrees to immediately notify D&B if any of the events or changes set out in (i) to (iii) above occurs during the term of this Order.
22. This Agreement applies to every kind of information and every kind of business service provided by D&B to the Subscriber, whether or not specifically referred to in this Agreement, whether or not furnished at additional cost and whether or not currently being furnished by D&B to its Subscribers, unless it is furnished pursuant to another written contract with D&B containing an "entire agreement" or "merger" clause. This Agreement contains the entire and only agreement between the Subscriber and D&B regarding the subject matter hereof and there are merged herein all prior and collateral representations, warranties, promises and conditions. Any representation, warranty, promise or condition not incorporated herein shall not be binding upon either party. No waiver or amendment of this Agreement shall be binding on either party unless it is in writing and is signed by an authorised official of D&B and the Subscriber.
23. D&B Singapore reserves the right to disclose the information in this Agreement to its related business entities.



24. D&B reserves the right to modify these Terms and Conditions by giving not less than 30 days notice in writing. The latest Terms and Conditions may also be obtained at D&B website (www.dnb.com.sg/privacy/).
25. D&B's Services licensed under this Order are subject to D&B's Global Product and Data Lifecycle Policy, as set forth at <https://www.dnb.com/utility-pages/product-lifecycle-policy.html> which is incorporated herein.
26. This Agreement is governed by the laws of Singapore and the Parties agree to submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters arising out of this Agreement.
27. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to for final arbitration held in Singapore, to be conducted in the English language, in accordance with the Rules of Arbitration of the Singapore International Arbitration Centre ("Rules") by one or more arbitrators appointed in accordance with the said Rules, which rules shall be deemed to be incorporated by reference to this clause.
28. Except as expressly provided above or as otherwise expressly stated elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of this agreement.