



## TERMS OF AGREEMENT

### 1. Definitions and Abbreviations

1.1 In the Agreement (as hereinafter defined) the following words and expressions shall have the meanings herein assigned to them except where the context otherwise requires:

**Subscriber** means the party obtaining the services supplied by D&B in accordance with this Agreement.

**D&B** means Dun & Bradstreet (Singapore) Pte Ltd and all its affiliate and subsidiary companies, amongst others acting as the provider of services.

**Affiliate** means a legal entity controlling or controlled by that Party, by direct or indirect ownership.

**Information** means all information supplied by D&B to the subscriber and its' affiliates from time to time via the services pursuant to an Order, which may include personal data

### 2. Acknowledgment

2.1 All services undertaken by Dun & Bradstreet (Singapore) Pte Ltd (hereinafter referred to as 'D&B'), is subjected to the following terms and conditions, unless otherwise stated in writing.

2.2 By signing this Agreement, both parties agree that each has read, understands and accepts and agrees to be bound by this Agreement. Each Party agrees that electronic or facsimile signatures will have the same legal effect as original signatures and shall be sufficient to bind the Parties.

2.3 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 authorized official of D&B and the Subscriber.

### 3. Use of Service

3.1 In consideration of the subscriber's payment of all fees due and subject to the terms of this Order, Subscriber is hereby granted a non-exclusive, limited, personal, revocable licence to access and use the information and/or services specific in this Order, for the Order Term for the specified purpose(s) of use only.

3.2 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, compliance, 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.

3.3 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, directly or indirectly (i) to generate any statistical or other information that is or will be provided to third parties, (ii) to prepare any comparison to other information databases that is or will be provided to third parties, (iii) in connection with providing advice or recommendations to third parties and/or to any others unless required by law or governmental order. The Subscriber will not voluntarily produce any information without D&B's prior 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.



**3.4** 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. 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.

**3.5** All information, whether written or oral, incorporated in the publications or in any other document delivered to the Subscriber pursuant to this Agreement or submitted in answer to a regular or special enquiry or voluntarily furnished to the Subscriber by D&B and/or its associated companies, is for the exclusive use of the Subscriber. The services provided under the agreement may be accessed by the Subscriber in Singapore only. The Subscriber shall not share its user IDs and passwords outside of Singapore.

**3.6** 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.

#### **4. Fees & Payment Terms**

**4.1** All fees due shall be paid by the Subscriber within seven (7) days of this Order from the time of invoice date. Applicable Goods and Services tax will be payable in addition to the stated fees. 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. D&B is not obligated to give any refunds for unused units of service. The Subscriber understands and agrees that what it is contracting for is the availability during the term hereof of up to the number of units of service specified herein. Units of service in excess of the number specified may be made available to the Subscriber as needed but at the higher excess charge per unit stated. Units of service shall not be transferrable to any other products of D&B.

**4.2** The Subscriber agrees that D&B may revise the charges stated on the statement of charges for services on thirty days' notice to the Subscriber.

**4.3** D&B may at any time increase the unit charges by giving not less than seven (7) days' notice in writing of the increase in their amount payable. An increase to apply to the next payment may be notified in the invoice sent by D&B to the Subscriber.

**4.4** Without prejudice to the rights and remedies of D&B hereunder, the Customer shall pay to D&B interest at rate of 1.5% per month on any fees, or other sums due hereunder. If unpaid for thirty (30) days after its due date, such interest is to be computed from the due date for the payment of the said sums until payment of such sums is received in full by D&B.

**4.5** The Subscriber agrees and acknowledges to be responsible for all local and foreign duty and taxes (including GST, sales taxes, withholding taxes if any) on the services, materials or effort covered by this agreement, including those associated with subcontract work (if any). For the avoidance of doubt, all prices stated in this agreement (unless otherwise expressly stated) are excluding of government duties and taxes.

#### **5. Right to Review**

**5.1** D&B reserves the right to monitor the Services set forth in this Order subscribed to by Subscriber to audit Subscriber's and User(s)' compliance with the terms of this Agreement, including the right to deploy IP authentication and/or protected PDF digital rights management. Customer acknowledges that such monitoring of use may include determining whether or not the service is accessed under the account from multiple IP addresses, as well as noting excessive use or users. If D&B has reason to believe Customer is not in compliance with this Order, D&B reserves the right, in addition to any other remedies available under the Agreement or under applicable law, to impose additional charges for users in excess of the number authorized. D&B may suspend Customer's access to the Services if D&B reasonably suspects or believes it detects any prohibited use of the Services. Any investigation will be carried out promptly and the Subscriber agrees to cooperate with D&B in connection with any such investigation. A suspension under the section shall not modify or otherwise be deemed a waiver of D&B's right to terminate, or any other right or remedy, available under the Agreement or under applicable law.



## 6. Termination and Renewal of Service Contract

**6.1** Without prejudice to the rights and remedies of D&B, in the event of a breach by the subscriber of clause 3, D&B may immediately suspend the services and/or the use by Subscriber of any information without prior notice whereupon it shall notify Subscriber of such suspension and investigate the breach.

**6.2** This Agreement is not binding upon D&B until accepted. For the avoidance of doubt, acceptance of contract by D&B may be given verbally and/or inferred by action such as performance of this Agreement. D&B may terminate this Agreement at any time and without prior notice in the event of a breach thereof by the Subscriber 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 Member.

**6.3** Cancellation or amendment of the agreement will be accepted provided that D&B receives written notification within 30 days prior to the next renewal date from the Subscriber. All pre-set terms, conditions and amounts will be carried forward at each renewal. For the avoidance of doubt, the Subscriber can only bring forward all their total balance if they utilize at least 50% of the total credit upon renewal, should the usage fall below 50% of the total credit, only a maximum of 50% of the total credit can be brought forward to the next contractual term.

**6.4** This prepaid package will be valid for one (1) calendar year from the time of signing.

## 7. Disclaimer

**7.1** 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.

## 8. Limitation of Liability

**8.1** 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.

**8.2** The Subscriber agrees that D&B will not be liable for consequential damages, even if advised of the possibility of such damages.

## 9. Miscellaneous

**9.1** D&B reserves the right to refuse to furnish any service without assigning any reason.

**9.2** D&B Singapore reserves the right to disclose the information in this Agreement to its related business entities.

**9.3** 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/](http://www.dnb.com.sg/privacy/))