



## 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 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.
4. 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.
5. The Subscriber agrees that D&B will not be liable for consequential damages, even if advised of the possibility of such damages.
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.
7. 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.
8. 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 Subscriber.
9. 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.
10. 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.
11. The Subscriber agrees that all unused balance will be forfeited unless a renewal or upgrade is made on the current Subscription package upon the expiry date. For the avoidance of doubt, the Subscriber can only bring forward all their current balance upon renewal of 50% of their total balance or a minimum of 30 units, whichever is higher. Renewal must strictly be done before or on the expiry date itself, D&B has no obligation to provide an extension after the expiry date of the subscription. No refund of unused balance will be given if The Subscriber terminates the agreement before the expiry of the contract, except in cases of breach. The Subscriber agrees to honor this subscription contract at the time of signing.



12. 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.
13. 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 as one factor in the Subscriber's credit, insurance, marketing and other business decisions and for no other purpose. Such information shall be held in strict confidence and shall never be revealed or made accessible in any manner whatsoever to the person reported upon or to any other persons. It is expressly agreed that the Subscriber shall neither request information for the use of others, nor permit requests to be made under this agreement by others. 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.
14. D&B Singapore reserves the right to disclose the information in this Agreement to its related business entities.
15. 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/))
16. The Subscriber hereby:
  - (a) Agrees and irrevocably authorises Dun & Bradstreet (Singapore) Pte Ltd ("D&B") to:
    - i. use all or any data and information supplied or provided by D&B to the Subscriber in connection with this Agreement, including but not limited to, generating and maintenance of database, research, marketing and advertising; and
    - ii. sell or provide such data and information aforesaid to any third parties.
  - (b) Undertakes and agrees to provide such confirmation, verification, updates or further information as D&B may from time to time require with respect to the data and information supplied by D&B.

The above provisions apply notwithstanding the termination and/or suspension of the services to the Subscriber. Unless the Subscriber expressly notify D&B in writing to delete all such data and information immediately following the termination or suspension, such data and information shall remain the property of D&B.