



**HomeDirect Service Terms & Conditions**

**1 DEFINITIONS**

- (i) "Admail" means unaddressed and homogenous promotional materials, advertisements or notices;
- (ii) "Customer" means the customer applying to use the Service;
- (iii) "Data" means the information and records provided by SingPost in electronic form or media or hard copy format (as the case may be) in connection with the Service and includes any variation, modifications, copies, releases, versions or enhancements, thereof or any supporting software or program written or developed based on any confidential information supplied by SingPost;
- (iv) "Mailers" means homogenous promotional materials, advertisements or notices from the Customer in the form of postcards, leaflets, brochures, catalogues, booklets or such other form acceptable to SingPost, and "Mailer" shall be construed accordingly;
- (v) "Service" means the data rental service provided by SingPost which allows the Customer to rent Data which fit the Customer's requirements and specifications stated in the relevant application form, the printing and pasting of address labels on Mailers and the subsequent distribution of Mailers to the addressees listed thereon; and
- (vi) "Working Day" means any day from Mondays to Fridays (excluding public holidays).

**2 SPECIFICATIONS**

2.1 Mailers must meet the following specifications:

Type of Mailer	Size		Thickness	
	Minimum	Maximum	Minimum	Maximum
Postcard, leaflet & brochure	90mm x 140mm	162mm x 229mm A5 size (A4 folded in half)	0.2mm (approximately 150gsm paper)	5mm (approximately 500gsm paper)
Catalogue & Booklet	90mm x 140mm	210mm x 297mm A4 size	0.9mm	7mm

**3 SELECTION OF TARGET AUDIENCE**

3.1 Selection of target audience for Mailers and areas where Mailers are distributed is based on the first two digits of postal codes for geographical areas in Singapore.

**4 MAILING CONDITIONS**

- 4.1 The Customer's Mailers must be:-
- (i) letterbox deliverable;
  - (ii) placed in envelopes or poly-wrapped before lodgement;



- (iii) bundled in 100s before lodgement; and
- (iv) posted in one lodgement.

4.5 Distribution of Mailers shall be completed within **eight (8) Working Days** after the lodgement at SingPost's Fulfilment Centre.

<p><b>FULFILMENT CENTRE</b>          (East Entrance - via Eunos Road 5)          Singapore Post Limited          10 Eunos Road 8          Singapore Post Centre          #01-30 Customised Logistics Services          Singapore 408600          Tel: 6845 6428 / 6448</p>	<p><b><u>Operating Hours:</u></b>  <b>(For Lodgement)</b>          Monday to Friday : 9.00 am to 12.00pm                                            : 1.30 pm to 5.00 pm          Saturday : 9.00 am to 12.00pm</p>
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**5 CHARGES AND CONDITIONS**

5.1 The charges listed in the table below apply to each piece of Mailer and includes the cost for the rental of Data, printing and pasting of address labels on the Mailers, label supplies and distribution of the Mailers under the Service.

Weight Step Not Exceeding	Fulfilment & Postage Charges*
25g	\$0.25
50g	\$0.30
100g	\$0.45
200g	\$0.55
300g	\$0.65

5.2 The charges listed in the table below are the optional enveloping charges for each piece of Mailer:

Enveloping Charges	Charges* (per pc)
Folding of inserts/brochures	\$0.01
First Document insert	\$0.06
Additional insert	\$0.02
Sealing of Envelope	\$0.01

5.3 Each lodgement must contain a minimum of 2,000 pieces of Mailer.



- 5.4 An additional charge of \$0.10\* shall be payable for each piece of Mailer if there are any changes made after the lodgement of Mailers. If a Customer is paying via cheque, such additional charges are to be paid before such changes will be effected.
- 5.5 Payment of the charges for the Service must be made via cheque at the time of lodgement. The cheque should be crossed and made payable to Singapore Post Limited. Post-dated and/or personal cheques will not be accepted.

## **6 DURATION OF SERVICE & USAGE OF DATA**

- 6.1 The Data may be used by the Customer to send out Mailers to the Customer's target audience (such target audience shall be identified pursuant to the Customer's requirements and specifications stated in the relevant application form). Save as provided herein, the Data shall not be used for any other purpose.
- 6.2 The Data is strictly for rental only and will be provided according to the Customer's requirements and specifications stated in the relevant application form. The Customer agrees that the Data is rented strictly for one-time use only.
- 6.3 The Customer may only use the Data, or any portion thereof, in the manner and for the purposes expressly provided in these HomeDirect Service Terms & Conditions. In the event that the Customer wishes to reuse the Data (whether in whole or part), the Customer shall submit another application to SingPost for the Service for which an additional fee for the Service shall be chargeable.

## **7 CUSTOMER'S RESPONSIBILITY**

- 7.1 In the event that the Customer is in possession of the Data, the Customer undertakes to remove any information (including but not limited to, names of individuals) from the Data or to immediately remove or modify any information in the Data upon SingPost's request.
- 7.2 The Customer shall furnish, for SingPost's prior approval, two (2) complete samples of the Mailer(s) that the Customer intends to send to its target audience. Such samples shall be sent to SingPost at least fourteen (14) days prior to the intended mailing date.
- 7.3 Without limiting the generality of Clause 6, the Customer shall not, and shall not permit or otherwise allow or instruct any third party to:
  - (i) use the Data for any purpose other than for the purposes expressly provided under these HomeDirect Service Terms & Conditions;
  - (ii) disclose (without the prior written approval of SingPost) to any third party or make any reference (whether or not in written form, including but not limited to the Mailers intended for the Customer's target audience) that SingPost is the source of or supplier of the Data;
  - (iii) incorporate the information in the Data (including but not limited to demographic information) into any promotional materials, advertisements or notices, without the prior written approval of SingPost;
  - (iv) market, sell, lease, rent, licence, distribute, advertise or otherwise make available to any third party, the Data, in whole or part, the originals or copies thereof. In particular, the Customer shall not make available to the public in any form, format or media, any copy or part of the Data;



- (v) reverse engineer, decompile, disassemble, discern, discover, decrypt, unlock or otherwise access the source code of the Data in whole or part; rent, lease, grant a security interest in, or otherwise transfer or attempt to transfer any rights, title, interests in or to, the Data, or allow any attachment, levy, execution upon the Data;
- (vi) remove or alter any legends, restricted rights notices, product identification, copyright, trademark or other notices from the Data;
- (vii) copy, improve, translate, alter, prepare derivative works or otherwise reproduce the Data, in whole or part; otherwise deal with the Data in any way or for any purposes other than those expressly permitted in these HomeDirect Service Terms & Conditions.

7.4 Without limiting the generality of the foregoing, the Customer shall:

- (i) procure that each of its employees or such person authorised by the Customer to use the Data shall strictly comply with the terms of these HomeDirect Service Terms & Conditions as if he was a party thereto, and the Company shall take all steps available to it to enforce such obligations;
- (ii) maintain strict control over the Data supplied to it and shall effect and maintain adequate security measures to safeguard the Data from disclosure or access by any unauthorized person. The Customer shall ensure that the Database and Documentation are protected at all times from misuse, damage, destruction or any form of unauthorized use or disclosure. The Customer shall notify SingPost immediately in writing if the Customer becomes aware of any unauthorized use or disclosure of the Data, in whole or part, by any person or entity.

7.5 The Customer shall not engage in further dissemination, reselling or the operation of a service bureau or offer similar services to further disseminate or resell or create other database with any part of the Data supplied to it.

7.6 The Customer shall not subcontract the support or use of, or access to, the Data to any agent or third party other than a direct employee of SingPost.

7.7 If the Customer breaches any of its obligations herein and the Data supplied to it is accessed or used by any unauthorised person and such use is attributable to any act, omission or default of the Customer, then without prejudice to any other rights and remedies of SingPost, the Customer shall:-

- (i) immediately pay to SingPost an amount equal to the charges which the unauthorised user would have been obliged to pay had SingPost provided the Data to such unauthorised user; and
- (ii) immediately delete, destroy, remove or purge from its files, servers and systems the Data (in whole or part) in whatever form, format or media and including any backup copies or files of the Data that the Customer may possess.

## **8 DISCLAIMERS**

8.1 To the extent permitted by law, all express or implied warranties and representations not contained in these HomeDirect Service Terms & Conditions are excluded from these HomeDirect Service Terms & Conditions.

8.2 Without prejudice to the generality of the foregoing, SingPost does not warrant or make any representations:



- (i) that the Data will meet the Customer's requirements or is fit or suitable for the Customer's purposes;
- (ii) that the Data supplied in electronic form will operate in combinations with other hardware, software, systems or data (except as otherwise expressly specified in writing by SingPost) which the Customer may choose to use;
- (iii) that the Data would operate in an uninterrupted manner or is error-free; or
- (iv) about the accuracy, completeness or sufficiency of the Data.

8.3 SingPost shall not be responsible, and no measure of damages will, under any circumstances, include:

- (i) any losses and/or corruption to the data of the Customer;
- (ii) special, indirect, consequential, incidental or punitive damages, or
- (iii) economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data, whether in an action in contract, tort (including without limitation negligence), product liability, statute, under an indemnity or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

## **9 SINGPOST'S RIGHTS**

- 9.1 SingPost may, at its sole discretion, grant to any other parties the right to use the Data, in whole or part.
- 9.2 SingPost reserves the right to refuse to offer the Service to any person/firm/company without having to assign any reason for such refusal.
- 9.3 SingPost reserves all rights not expressly granted to the Customer.
- (i) Without limiting the generality of the foregoing, the Customer acknowledges and agrees that:
    - (a) SingPost and/or its suppliers retain all rights, title and interest of whatever nature in and to the Data; and
    - (b) neither it nor any of its permitted users acquires any rights, express or implied in or to the Data; and
    - (c) any configuration, modification, updates, improvements, new releases or adaptation of the Data shall not affect or diminish SingPost's rights, title, and interest in and to the Data.
  - (ii) For the avoidance of doubt, the Data, and all intellectual property such as copyright, design, patent, trade secret and all other proprietary rights of whatsoever nature under the laws of any country, jurisdiction or body, in and to the Data, are and shall remain the sole and exclusive property of SingPost and/or its suppliers.
- 9.4 The provision of the Data by SingPost shall not constitute or be implied as any endorsement or guarantee of any product or service marketed or promoted by the Customer.
- 9.5 It is understood and agreed that the Data has been and will be monitored to prevent improper and unauthorized use, by a combination of one or more methods of computer and/or planted and/or varied names and addresses, or combinations of these and others.



## **10 COMPENSATION ARISING FROM ERRORS IN DATA**

- 10.1 The Customer acknowledges and agrees that the Data provided to it may or will contain an error margin of at least 10% (i.e. at least 10% of the information contained in the Data may be inaccurate or incomplete). SingPost shall not be liable to entertain any feedback or enquiries from the Customer or conduct any investigations where SingPost is of the opinion that the error margin is less than 10%. In the event that SingPost conducts an investigation and the investigation reveals that the error margin is less than 10%, SingPost may, in its absolute discretion, impose a service charge for such investigation.
- 10.2 SingPost may, in its sole discretion, provide compensation arising from error margin from the Data in excess of 10%. Such compensation shall be provided in the form of postage credits or such other forms of compensation that SingPost determines in its sole discretion.
- 10.3 In the event that all the Data does not meet the Customer's requirements or specifications as stated in the application form, any other forms of compensation (such as compensation by re-performing postage or printing) requested by the Customer shall be subject to SingPost's sole discretion.

## **11 INJUNCTIVE RELIEF**

- 11.1 Each party acknowledges and agrees that in the event of a material breach of these HomeDirect Service Terms & Conditions by the Customer, SingPost shall be entitled to immediate injunctive relief, in addition to any other remedies it might have at law or in equity.

## **12 CONSENT TO USE AND DISCLOSE CUSTOMER INFORMATION AND DATA**

- 12.1 The Customer agrees that SingPost shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with the SingPost General Terms & Conditions located at the SingPost website at <http://www.singpost.com> (or available from SingPost on written request). The Customer is entitled to withdraw such consent in accordance with the procedure as prescribed by SingPost from time to time.

## **13 ENTIRE AGREEMENT**

- 13.1 The Customer shall be bound by and shall fully observe and comply with all the SingPost General Terms & Conditions as well as such other terms and conditions as may be agreed between SingPost and the Customer. The rights and protections conferred on SingPost under these HomeDirect Service Terms & Conditions shall be additional to the rights and protections conferred on SingPost under the SingPost General Terms & Conditions and any other terms and conditions as may be agreed between SingPost and the Customer. In the event that any of these HomeDirect Service Terms & Conditions are inconsistent with the SingPost General Terms & Conditions, these HomeDirect Service Terms & Conditions set out herein shall prevail.

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*\* All charges stated herein are exclusive of Goods and Services Taxes ("GST") and are subject to prevailing GST.*