



## General Terms and Conditions

### 1 DEFINITIONS AND INTERPRETATION

1.1 In these General Terms & Conditions, the following words and expressions shall have the following meanings:

“Agreement” means the agreement for services entered into between the Customer and SingPost, which incorporates, *inter alia*, these General Terms & Conditions and the relevant Specific Service Terms & Conditions.

“Authority” means the Info-communications Media Development Authority established by section 3 of the Info-communications Media Development Act 2016, read together with section 3 of the Postal Services Act (Chapter 237A).

“Changes” means any addition, deletion, modification or alteration to any Service, the manner in which any Service is provided, or the performance standards of any Service, as may be mutually agreed in writing by the Parties.

“Charges” means the fees payable by the Customer in connection with SingPost’s provision of any Service.

“Confidential Information” includes, but is not limited to, all information of a commercial, technical, business or financial nature relating to any Service (including identifier number allocated by SingPost) and/or the Disclosing Party, that such Disclosing Party designates as being confidential or that, under the circumstances surrounding disclosure, should reasonably be considered as confidential by a reasonable person acting in good faith, regardless of form, format or media including without limitation, written, oral or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items.

“Customer” means any person who applies or subscribes for or utilises a Service.

“Customer Information” means, in relation to a Customer, all information which SingPost obtains, and any other information and data provided by the Customer to SingPost, as a result of the Customer’s use of a Service.

“Disclosing Party” means the Party who discloses Confidential Information to the Receiving Party.

“GST” or “Goods and Services Tax” means the prevailing tax chargeable under the Goods and Services Tax Act (Cap.117A) of Singapore (the “GST Act”).

“Party” means SingPost or the Customer.

“Personal Data” shall have the same meaning as set forth in the Personal Data Protection Act (Act 26 of 2012 of Singapore).

“Personal Data Protection Laws” means all applicable laws and regulations (including amendments to the laws and regulations and regulatory guidance) regulating data privacy and/or Personal Data in Singapore.

“Receiving Party” means the Party who receives Confidential Information from the Disclosing Party.

“Security Deposit” means the deposit in such form and for such amount as may be reasonably required by SingPost from time to time.

“Services” means the services offered or provided by SingPost to the Customer from time to time and “Service” means any one of them.

“SingPost” means Singapore Post Limited or any of its affiliates providing the particular Service (which exact entity may be changed by SingPost), and includes their successors, assigns, employees and agents.

“Specific Service Terms & Conditions” means the terms and conditions prescribed by SingPost with respect to the provision of a specific Service.

“Working Day” means Mondays to Fridays (excluding public holidays).

1.2 Unless the contrary intention appears:

- a. A reference to these General Terms & Conditions or another instrument includes any variation or replacement of any of them;
- b. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c. The singular includes the plural and vice versa;
- d. The word “person” includes a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- e. If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- f. A reference to a day is to be interpreted as the period of time commencing at midnight and ending twenty-four (24) hours later;
- g. A reference to a time is a reference to Singapore time;
- h. A reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, and to each of them individually;
- i. The words “including”, “for example” or “such as” are not used as, or to be interpreted as a word of limitation, and do not limit the meaning of the words to which the example relates to that example or an example of a similar kind;
- j. No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these General Terms & Conditions or any part of it; and
- k. Headings are inserted for convenience and do not affect the interpretation of the Agreement.

## **2. APPLICATION OF GENERAL TERMS & CONDITIONS**

- 2.1 These General Terms & Conditions shall apply to each and all the Services whenever applied for or provided to the Customer, in addition to any Specific Service Terms & Conditions, except to the extent, if any, expressly excluded in the Specific Service Terms & Conditions, provided that:
- a. in the event of any conflict or inconsistency between any provision of the Specific Service Terms & Conditions and any provision of these General Terms & Conditions, the provision of the Specific Terms & Conditions shall prevail; and
  - b. all rights conferred on SingPost under these General Terms & Conditions with respect to any matter or event shall be additional to the rights conferred on SingPost under the Specific Terms & Conditions with respect to that matter or event.

## **3. SERVICES**

- 3.1 SingPost reserves the right to refuse to offer any Service to any Customer without having to assign any reason for such refusal.
- 3.2 SingPost shall perform the Services in accordance with the service levels (if any) set out in the relevant Specific Service Terms & Conditions.
- 3.3 The Customer shall comply with the Specific Service Terms & Conditions and shall fulfill its responsibilities therein.
- 3.4 Either Party may from time to time request Changes to any Service. No Changes shall be implemented unless and until the scope of the Changes and any additional Charges to be paid by the Customer arising from the Changes have been mutually agreed in writing by the Parties.

## **4. CHARGES AND PAYMENT**

- 4.1 In consideration of SingPost's provision of any Service, the Customer shall pay to SingPost the Charges.
- 4.2 Subject to Clause 9.4, SingPost may at any time review the Charges, and any new Charges so specified by SingPost shall apply from such date as SingPost may notify the Customer in writing.
- 4.3 Notwithstanding anything contained herein, SingPost reserves the right to revise the Charges without prior notice as a result of:
- a. any approval, order, direction, determination, requirement, laws, regulations or procedures imposed by any governmental or regulatory authorities or the Authority; and/or
  - b. surcharges relating to fuel, security, conveyance costs or any other costs arising from situations beyond the reasonable control of SingPost.
- 4.4 SingPost shall prepare and deliver to the Customer invoices for the Charges on a monthly basis in arrears. Such invoices shall state the Charges and GST payable (where applicable). All Charges are subject to prevailing GST unless the contrary is expressly stated. Where all or any part of the Charges are expressly stated to be exclusive of GST, GST shall be payable, where applicable, to all or such part of the Charges hereunder.

- 4.5 The Customer shall pay all Charges stated in any invoice within thirty (30) days from the date of that invoice, failing which the Customer shall pay SingPost interest at the rate of twelve per cent (12%) per annum from the due date until the date of full payment.
- 4.6 If the Customer, in good faith, disputes an invoice in whole or in part, it shall submit a written notice of such dispute to SingPost, together with such supporting documentation, to the reasonable satisfaction of SingPost, to substantiate such dispute, within thirty (30) days after the date of the invoice. The Parties shall cooperate to investigate the dispute and resolve it within fourteen (14) days of the receipt by SingPost of such written notice. In the event that such dispute is discovered to be a result of any error on the part of SingPost, SingPost shall waive interest on the disputed amount at the rate of twelve per cent (12%) per annum from its original due date until the date of full payment of the disputed amount.
- 4.7 In the event the Customer requires SingPost to present its invoices or to allow payment of its invoices via electronic means, the Customer shall bear all charges incurred, including all third party charges, if any.
- 4.8 The Customer shall, whenever requested by SingPost, provide further information and documents for the purpose of allowing SingPost to assess the financial standing of the Customer. Upon such assessment by SingPost, the Customer shall lodge with SingPost a Security Deposit for the due observance by the Customer of all stipulations, conditions and obligations on the part of the Customer in the Agreement. The Security Deposit shall either be in the form of a bank cheque or an unconditional banker's guarantee, from a bank established in the Republic of Singapore and approved by SingPost. In the event of default by the Customer in complying with the stipulations, conditions and obligations contained in the Agreement, SingPost shall be entitled but not obliged, and without prejudice to any other remedy which SingPost may be entitled, to apply the Security Deposit or any part thereof in or towards payment of any moneys outstanding or to remedy such defaults or to compensate SingPost for any loss or expense to SingPost occasioned by such default. If any part of the Security Deposit shall be applied by SingPost in accordance with this Clause, the Customer shall on demand by SingPost forthwith deposit with SingPost the amount deducted from the Security Deposit. Within three (3) months from the date of expiry or termination of the Agreement, SingPost shall return the Security Deposit by returning the bank cheque or discharging the banker's guarantee for the full value or the balance thereof, as the case may be, without any interest payable thereon.
- 4.9 If the Customer fails to pay SingPost the Charges on the due date, without prejudice to any other right or remedy available to SingPost, SingPost shall be entitled to:
- a. upon having served a notice seven (7) Working Days prior to its intention to suspend the performance of any Service, immediately suspend after expiry of such notice, the performance or further performance of its obligations without liability to the Customer, until the Charges which are due and payable are paid in full, including any interest levied, and
  - b. deduct from the Security Deposit all outstanding amounts due.
- 4.10 Invoices are due and payable in Singapore Dollars.
- 4.11 All payments for Charges must be:
- a. paid by cash, cheque, banker's draft, cashier's order, NETS or electronic transfer directly to the nominated account(s) of SingPost;
  - b. paid without counterclaim, set-off or otherwise and free and clear of any withholding, deduction, restriction or condition; and
  - c. accompanied by such information as is reasonably required by SingPost to properly allocate payments received.

- 4.12 For payments by interbank GIRO, the Customer shall:
- a. fulfill all conditions stated in the application form for interbank GIRO; and
  - b. be fully responsible for ensuring that there are sufficient funds in its bank account for the GIRO deduction.

If the GIRO deduction is not successful regardless of whatever reasons and in the event that any invoice remains unpaid after becoming due, SingPost shall be entitled to charge interest on the unpaid Charges at the rate of twelve per cent (12%) per annum from the due date of the invoice till the receipt of the overdue payment.

- 4.13 For payments by cheque, the cheque should be crossed and made in favour of "SINGAPORE POST LIMITED" unless otherwise advised by SingPost under the circumstances specified in Clause 17.2 below. Post-dated and/or personal cheques will not be accepted.

## **5. GOODS AND SERVICES TAX**

- 5.1 Subject to Clause 4.4, the Customer shall pay to SingPost, in addition to the Charges, a sum equal to the prevailing GST chargeable on the provision to the Customer of any Service by SingPost in accordance with the Agreement.

## **6. OTHER TAXES AND LEVIES**

- 6.1 Except where provided for otherwise, the Customer shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated (hereinafter referred to as "Taxes"), arising out of or in connection with any Service, including but not limited to, any tax which the Customer is required to withhold or deduct from payments to SingPost, except any income tax imposed upon SingPost by the Inland Revenue Authority of Singapore.
- 6.2 If Taxes pursuant to Clause 6.1 above are required to be paid, the Customer shall pay such Taxes as are necessary to ensure that SingPost receives a net amount equal to the Charges which SingPost would have received had the payment not been made subject to such Taxes.

## **7. LIMITATION OF LIABILITY**

- 7.1 To the maximum extent permitted by law, neither Party shall be liable to the other Party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the other Party in connection with any Service whether during or after the term of the provision of the Service. For the purposes of the Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, and all associated and incidental costs and expenses.
- 7.2 Where SingPost's liability is not expressly excluded under the Specific Service Terms & Conditions or under any applicable law, subject to satisfactory proof and to the maximum extent permitted by law, SingPost's liability to the Customer for any event giving rise to a claim in contract (including indemnities), tort (including negligence) or otherwise howsoever and whatever the cause thereof, arising by reason of or in connection with any Service under the Agreement shall be limited to a maximum amount of the Charges payable by the Customer to SingPost for the Service for a period of one (1) month immediately preceding the event giving rise to the claim, provided always that the aggregate cumulative liability of SingPost for all claims arising by reason of or in connection with that Service for the duration of the Agreement shall be limited to a maximum amount of 10% of the total Charges payable

by the Customer to SingPost for that Service under the Agreement up to the event giving rise to the last claim.

- 7.3 Neither Party shall be in breach of the Agreement, and shall not be liable to the other for its failure to perform its obligations if, and to the extent that, such failure results from the other Party failing to perform any of its obligations under the Agreement.
- 7.4 SingPost shall not be liable for all claims for libel, slander or infringement of copyright arising from the material transmitted or received in connection with any Service and all other claims arising out of any act or omission of the Customer in connection with such Service. In the event of any such claim, the Customer shall indemnify and keep indemnified SingPost in full in respect of such claim.
- 7.5 Nothing in the Agreement in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party or any other liability that cannot be excluded or limited by law.

## **8. INDEMNITY**

- 8.1 The Customer shall indemnify and keep SingPost indemnified on demand against any claim, action, suit or proceeding brought or threatened to be brought against SingPost by a third party in relation to SingPost's performance of any Services, arising out of any act, omission or default (whether or not resulting from negligence) of any of the Customer's obligations under the Agreement, and to pay SingPost damages, penalties, costs (including attorney's fees) and interest in connection with such claim, action, suit or proceeding.

## **9. TERMINATION**

- 9.1 Either Party ("Terminating Party") may terminate the Agreement in full or to the extent necessary by providing notice to the other Party where:
- a. the Terminating Party provides not less than one (1) month's prior written notice to the other Party; or
  - b. the other Party breaches of any of the terms and conditions of the Agreement, the Terminating Party has given fourteen (14) days' notice of such breach and the other Party has failed to rectify such breach within that time.
- 9.2 SingPost may terminate the Agreement in full or to the extent necessary by providing notice to the Customer where:
- a. SingPost is of the opinion that any Service has been used in such a manner as to cause embarrassment or inconvenience or in any manner unacceptable to SingPost, and where SingPost has given fourteen (14) days' notice of such breach and the Customer has failed to rectify such breach within that time;
  - b. the Customer has outstanding Charges or any other monies due and payable to SingPost which remain unpaid, and where SingPost has given fourteen (14) days' notice of such breach and the Customer has failed to rectify such breach within that time;
  - c. SingPost is unable to provide any Services due to lack of reasonable operating capacity;
  - d. the continued operation of the Agreement would be unlawful or would pose an imminent threat to life or property;

- e. in SingPost's reasonable opinion, the Customer attempted to use, is likely to use or has used any Service (whether with or without the authorisation and/or permission of SingPost) in contravention of any law;
  - f. any material information provided or representation made by the Customer to SingPost is untrue, misleading or inaccurate and has an adverse material impact on SingPost in relation to its provision of any Service;
  - g. any gift or consideration of any kind was given or offered to any of SingPost's staff as an inducement or reward in connection with the provision of any Service;
  - h. the Customer ceases or threatens to cease to carry on business, including without limitation by reason of the Customer's dissolution, being struck off the register, or ceasing to conduct business in the ordinary course;
  - i. the Customer undertakes an amalgamation, reconstruction, merger or consolidation (except on a voluntary basis and where the Customer is the surviving party); or
  - j. the Customer is subject to any enforcement of any security over a substantial portion of its property or assets.
- 9.3 Further, SingPost may terminate the Agreement in full or to the extent necessary by providing notice to the Customer where the Customer:
- a. commences any proceedings related to receivership, or the appointment of any receivers and/or managers or similar officer for it;
  - b. has any resolutions for winding-up being passed or is subject to a court order having analogous effect;
  - c. has any writ of distress or execution or other similar process of any court levied or issued against a substantial portion of the Customer's property or assets and which is not withdrawn within fourteen (14) days of its commencement;
  - d. has any composition or arrangements with, or assignment for the benefit of, its creditors or any class of creditors; or
  - e. becomes or is likely to become insolvent or commences any scheme of arrangement or judicial management proceedings.
- 9.4 The Customer may terminate the Agreement by giving one (1) month's prior written notice to SingPost in the event that it does not agree to the revised Charges made pursuant to Clause 4.2.
- 9.5 In the event the Authority directs or instructs or gives guidance that SingPost should (i) terminate all or part of the Agreement and/or (ii) continuation of the Agreement would cause SingPost to be in breach of any laws or regulatory requirements or guidance to which it is subject, SingPost shall be entitled to terminate the Agreement forthwith without entitling the Customer to receive any compensation in respect of the termination.
- 9.6 Upon termination of the Agreement in full or to the extent necessary, all Services or other rights conferred on either Party under the Agreement (as the case may be) shall immediately terminate and the Customer shall immediately:
- a. Cease to use any permit(s) allocated to it;

- b. Cease supplying, distributing and printing the stationary incorporating the permit(s) allocated to it;
  - c. Ensure that the permit(s) allocated to it is completely covered on all remaining copies of such stationary and shall undertake to destroy the remaining copies of the stationary; and
  - d. Return forthwith at its own expense to SingPost any associated equipment, stationary or operational items supplied by SingPost.
- 9.7 If the Customer fails to comply with Clause 9.6, upon reasonable prior written notice being served upon the Customer, SingPost shall have the right to access the Customer's premises for the purpose of recovering the stocks of materials bearing the permit(s) allocated to it or any other material or stationary belonging to SingPost and shall be at liberty to destroy and dispose of them.
- 9.8 Upon termination of the Agreement or any part thereof, each Party must, at its own expense, deliver to the other Party, or after notices from that other Party, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 9.9 Any termination by either Party of the Agreement or any part thereof shall be without prejudice to any other rights or liabilities of either Party accrued prior to and including the date of termination.
- 9.10 In the event the Authority removes the Service required to be provided by SingPost under its licence granted by the Authority under the Postal Services Act (Cap. 237A) from being required to be supplied or exempts SingPost from supplying such Service under its licence, SingPost may immediately terminate the supply of such Service and those aspects of the Agreement which relate to such Service, by giving written notice to the Customer with effect on or after the effective date of such removal or exemption as notified by the Authority.
- 9.11 Notwithstanding the termination or expiry of the Agreement, Clauses 11 and 12 of these General Terms & Conditions shall continue in full force and effect.
- 9.12 Notwithstanding Clauses 9.1 to 9.14 hereof, SingPost may, upon payment by the Customer of such sums as demanded by SingPost, and in its absolute discretion, subsequently restore the Service and/or permit(s) allocated to it. Accordingly, all clauses stated herein shall continue to be in force.
- 9.13 A Party's right to suspend or terminate the Agreement or any part thereof shall be without prejudice to any other rights or remedies, which the Party may have in law or in equity.
- 9.14 Any termination or suspension of any Service by SingPost for whatever reasons shall not entitle the Customer to receive any compensation in respect of the termination or suspension.

## **10 NOTICES**

- 10.1 All notices, requests, consents, demands and other non-routine communications required or permitted to be given or made under or in connection with the Agreement shall be given or made in writing and sent by:-
- a. hand;
  - b. pre-paid registered mail or courier with recorded delivery; or
  - c. email,



addressed to the intended recipient Party at its address or email address as may be notified to the other Party in writing from time to time.

- 10.2 Any such notice, request, consent, demand or non-routine communication shall be deemed to have been duly served:-
- a. if sent by hand, at the time of delivery;
  - b. if sent by prepaid registered mail or courier, at the time of delivery;
  - c. if sent by email, upon receipt, provided always that (i) the notice, request, consent, demand or communication by email shall be followed, and shall be considered valid only if followed, by a dispatch within one (1) Working Day of the same notice by hand, and (ii) the time of transmission of the email is between the hours of 9am and 5pm on a Working Day, and if the time of transmission takes place outside such hours, the time of receipt shall be deemed to be 9am on the next Working Day.

## **11. CONFIDENTIALITY**

- 11.1 Each Party acknowledges that during the course of the performance of the Agreement, it may have access to Confidential Information of the other Party or one of its affiliates, and the Parties acknowledge that they are in a confidential relationship with the other. Confidential Information shall be used by Receiving Party only in performing or receiving the benefit of the Agreement and may not be used for other purposes, except upon such terms as may be agreed upon in writing by the Disclosing Party. The Receiving Party agrees to maintain the confidentiality of the Confidential Information disclosed to it under the Agreement and to use the same degree of care as it uses with regard to its own Confidential Information of similar importance to prevent the disclosure, publication or unauthorised use of the Confidential Information and in any case, no less than reasonable care. Neither Party may duplicate or copy Confidential Information of the other Party other than to the extent necessary for legitimate business use in connection with the Agreement.
- 11.2 The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same:
- a. is in or enters the public domain, other than by breach of the Agreement; or
  - b. is known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to the Agreement; or
  - c. is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
  - d. is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.

## **12 PERSONAL DATA**

- 12.1 Customer represents, undertakes and warrants that:
- a. Customer will, prior to disclosing any Personal Data to SingPost, ensure that the individuals and/or customers, to whom the Personal Data relates, have validly provided consent, in accordance with the requirements of the Personal Data Protection Act, for the collection, use and/or disclosure of the Personal Data for the purposes for which SingPost intends, as indicated in this Agreement or as SingPost may have notified Customer in writing;

- b. the individuals to whom the Personal Data relates, have validly provided clear and unambiguous consent, in accordance with the requirements of the Personal Data Protection Act, for SingPost or its data intermediaries to send specified messages (as the term is defined in the Personal Data Protection Act) to the individuals' Singapore telephone number(s) (if applicable);
  - c. it shall comply with all applicable Personal Data Protection Laws; and
  - d. the Customer shall be deemed to be in breach of this Clause, if any consent obtained by the Customer is subsequently determined by any competent Court or authority to be invalid.
- 12.2 Access to SingPost's website and use of the Services offered by SingPost is subject to SingPost Privacy Policy at <https://www.singpost.com/privacy-policy> which may be updated and/or amended from time to time, and shall be deemed to be incorporated into the Agreement. The Customer confirms its agreement to the SingPost Privacy Policy.

### **13 DISPUTE RESOLUTION**

- 13.1 If a dispute arises out of or in connection with the Agreement, either Party may, by notice, require the other Party to seek to resolve the dispute by negotiation in good faith.
- 13.2 Notwithstanding Clause 13.1, nothing in the Agreement shall prevent a Party, with the consent of the other Party, from attempting to settle any dispute arising out of the Agreement by mediation conducted in private and in accordance with the rules of the Singapore Mediation Centre, with each Party bearing its own costs for participation and halving the costs of engaging the mediator, with any agreement binding the Parties on its terms. Where the parties fail to reach agreement under this Clause, the dispute shall be referred to be resolved under Clause 24.2 below;

### **14 CUMULATIVE RIGHTS AND NO WAIVER**

- 14.1 The rights of either Party under the Agreement are cumulative, and may be exercised as often as it considers appropriate and are in addition to its rights under general law.
- 14.2 Either Party's failure to exercise or enforce any right conferred hereunder shall not be deemed a waiver of any such right so as to bar the exercise or enforcement of such right at any time or times thereafter.

### **15. FORCE MAJEURE**

- 15.1 SingPost shall not be liable for any loss or damage arising from its failure or delay to perform any of its obligations under the Agreement (including without limitation delay, failure to perform on time, failure to meet any service level or failure to provide Services) if such failure or delay is the result of any circumstances outside its reasonable control including but not limited to any national emergency, the outbreak of or any act of hostility (whether or not accompanied by any formal declaration of war), any change in law or any government act, order, rule, regulation or direction, act of war, act of terrorism, explosion, accident, civil commotion, insurrection, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway, pandemic, epidemic, outbreak of any disease or infection, unavailability of raw materials, energy or other supplies, failure of any public or private utilities/telecommunications provider, force majeure, fire, flood, act of God, illegality, or any other circumstances affecting the supply of goods or services.

**16. ASSIGNMENT**

16.1 SingPost has the right to assign all or part of its rights and benefits under the Agreement. The Customer may assign all or part of its rights and benefits under the Agreement with the prior consent in writing of SingPost, which consent shall not be unreasonably withheld or delayed.

**17. SUB-CONTRACTING**

17.1 SingPost has the right to enter into any sub-contract for the performance of any of its obligations under the Agreement without the prior consent of the Customer, provided always that SingPost shall remain at all times principally responsible to the Customer for its obligations under the Agreement.

17.2 In the event that SingPost sub-contracts any of the Services under the Agreement to any of its subsidiaries or affiliated entities, each such subsidiary or affiliated entity (as the case may be) may invoice the Customer for the Services provided by it to the Customer and the term 'SingPost' in Clause 4.4 shall mean SingPost or such subsidiary or affiliated entity (as the case may be). The payment by the Customer of all Charges stated in any invoice issued by such subsidiary or affiliated entity (as the case may be) shall be deemed to be full settlement by the Customer of all Charges relating to that invoice under the Agreement.

**18. EXCLUSION OF RIGHTS OF THIRD PARTIES**

18.1 A person who is not a Party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of the Agreement.

**19. INDEPENDENT CONTRACTORS**

19.1 The relationship of the Parties shall be solely that of independent contractors. Nothing in this contract shall be deemed to constitute, create or give effect to or otherwise recognise a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorising either Party to act as an agent or representative of the other Party.

**20. ENTIRE AGREEMENT**

20.1 The Agreement (as may be amended from time to time) shall constitute the entire understanding between the Parties hereto concerning the provision of the Service and supersedes and replaces any prior agreements and negotiations related to the subject matter herein.

**20. VARIATIONS**

20.1 The Agreement will be automatically amended in accordance with any amendments required by the Authority from time to time, and the Customer shall be bound to observe and comply with the Agreement and any such amendments thereof.

20.2 SingPost reserves the right to amend or supplement the Agreement from time to time, and the Customer shall be bound to observe and comply with the amendment or supplement to the Agreement.

## **21. SAFETY MEASURES**

- 21.1 The Customer shall ensure that whilst within SingPost's premises, its drivers, servants, employees, agents, representatives and/or sub-contractors observe and comply promptly with all safety measures, recommendations and regulations as may be given or necessary or requested by any relevant governmental authorities and/or SingPost, including but not limited to the Workplace Safety and Health Act (Cap. 354A) and other relevant legislation, subsidiary legislation, all enactments and/or reenactments thereof and SingPost's safety programme and safety management system pertaining to industrial safety and health.
- 21.2 All usage of the supplied equipment within SingPost's premises shall be at the Customer's own risk.

## **22. PUBLICITY**

- 22.1 The Customer shall be responsible for and shall bear all costs incurred in carrying out any publicity campaign(s) which it may wish to undertake to publicise the availability of the Services.
- 22.2 Any or all of the publicity involving or reflecting SingPost must be approved in writing by SingPost before its release, which approval shall not be unreasonably withheld or delayed.

## **23. SEVERABILITY**

- 23.1 If any of the provisions (in whole or in part) of the Agreement shall become or be declared invalid, void, illegal, unenforceable or suspended in any respect under any applicable law:-
- a. such portion of the provision, to the extent that it is invalid, void, illegal or unenforceable, shall be deemed to be deleted and the portion of the provision that remains shall continue to be valid and enforceable to the maximum extent permitted by law and shall not in any way be affected or impaired;
  - b. such portion of the provision, to the extent that it is suspended under any applicable law, shall not apply and shall have no effect during the period of suspension under such applicable law;
  - c. the Parties shall negotiate in good faith in order to agree upon the terms of a mutually satisfactory provision to be substituted for the invalid, void, illegal, unenforceable or suspended provision which as nearly as possible gives effect to their intentions as expressed herein, or amend and notify as may be necessary or desirable in the circumstances.

## **24. APPLICABLE LAW AND JURISDICTION**

- 24.1 The Agreement shall be subject to and construed in accordance with the laws of the Republic of Singapore.
- 24.2 Subject to Clause 13, the Parties hereby submit to the exclusive jurisdiction of the courts of Singapore.
- 24.3 For the avoidance of doubt and without prejudice to Clause 24.1 hereof, it is hereby agreed and understood that the Agreement shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap. 237A) including any statutory modification or re-enactment thereof and any rules and regulations made there under and any directions

whatsoever which the Authority has given or may give to SingPost or under any provisions of any licence granted by the Authority, where applicable.

## **25. ELECTRONIC SIGNATURE**

25.1 The Agreement may be signed or executed electronically.

25.2 The Parties represent and warrant to each other that:

- (a) its use of electronic signatures does not violate, breach or conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on it or its constitutional documents;
- (b) the electronic signature is the signature of the person to whom it correlates and the electronic signature was affixed by that person with the intention of signing or approving the execution of the Agreement; and
- (c) the electronic signature provided is valid, authentic and accurate.

25.3 The Parties hereby agree that:

- (a) electronic signatures shall be deemed as the equivalent of the Parties' authorised signatories' signatures in hardcopy and in wet-ink for all purposes and shall have the same effect and the Agreement signed electronically shall be legally binding on the Parties and have the same force and effect; and
- (b) the Agreement signed electronically shall be considered to be valid, accurate and authentic as to the contents of the Agreement.