

## 1. DEFINITIONS

1.1 In these terms and conditions (“**General Terms**”), the following words and phrases shall have the meanings hereby assigned to them unless the context otherwise requires:

“**Acceptance Form**” means the acceptance form to the Letter of Offer submitted by the Registrar.

“**Agreement**” means the agreement between the Registrar and SGNIC whereby SGNIC agrees to award the Sponsorship to the Registrar, and the Registrar agrees to implement the web application VA, subject to the terms and conditions of the Sponsorship Documents.

“**Application**” means the application for a Sponsorship under SGNIC’s Sponsorship Programme for Web Application VA submitted by the Registrar on SGNIC’s prescribed Sponsorship application form.

“**Approved Sponsorship Amount**” means the total amount of the Qualifying Costs approved by SGNIC, as more specifically described in the Letter of Offer and **Annex 2** to the Letter of Offer.

“**Registrar**” means the SGNIC accredited registrar that applied for and was successfully awarded the Sponsorship as identified in the Letter of Offer.

“**Confidential Information**” means information in whatever form (oral, written, electronic, etc.) pertaining to SGNIC or the Sponsorship Documents that is disclosed to or obtained by the Registrar, as well as all materials prepared for or submitted to SGNIC in connection with the web application VA and/or

Sponsorship (including but not limited to drafts, preliminary documents, analyses, compilations, studies, reports and associated materials) BUT EXCLUDES information that (a) the Registrar develops independently without use of any information disclosed to or obtained by, the Registrar, by or from SGNIC; (b) is or becomes publicly available without breach of the General Terms or other legal obligations; or (c) is previously known to the Registrar without any obligations of confidence or is disclosed to the Registrar by a third party who is not subject to any obligations of confidentiality.

“**Final Report**” means the final web application VA test report submitted by the Registrar to SGNIC.

“**Sponsorship**” means the sponsorship awarded by SGNIC to the Registrar as stated in the Letter of Offer.

“**Sponsorship Documents**” means all documents relating to the Sponsorship, including without limitation the Application, the Letter of Offer, these General Terms and any annexes to any of the foregoing, as may be amended by SGNIC from time to time.

“**Sponsorship Monies**” means the monies that are payable and/or paid by SGNIC to the Registrar under the Sponsorship.

“**SGNIC**” means the Singapore Network Information Centre (SGNIC) Pte Ltd.

“**Letter of Offer**” means the letter from SGNIC offering the award of the

Sponsorship to the Registrar specified therein, as may be amended from time to time in accordance with these General Terms.

“**VA**” means the web application Vulnerability Assessment test for the .sg domain name registration web portal described in the Application and all subsequent revisions as may be mutually agreed in writing between the Registrar and SGNIC.

“**Qualifying Costs**” means the qualifying costs more specifically described in the Letter of Offer and **Annex 2** to the Letter of Offer.

“**Qualifying Period**” means the period of nine (9) months immediately following the date of SGNIC’s Letter of Offer, and within which the web application VA shall be completed.

## 2. THE SPONSORSHIP

2.1 The Sponsorship will only be deemed to be awarded to the Registrar upon receipt by SGNIC of the duly signed and completed Acceptance Form from the Registrar.

2.2 The Agreement shall commence on the date of the Letter of Offer up to the date of any of the following, whichever is the later:

(a) the date on which the Approved Sponsorship Amount under the Sponsorship has been disbursed to the Registrar by SGNIC; or

(b) the end of the Qualifying Period or any extension of it.

2.3 Unless earlier terminated, the Sponsorship shall be used only for

reimbursement of the Qualifying Costs actually, legitimately and honestly incurred by the Registrar in relation to the web application VA during the Qualifying Period, up to the Approved Sponsorship Amount. Unless expressly agreed in writing by SGNIC, all duties and taxes (including goods and services tax), if any, imposed on or incurred by the Registrar in the course of or as a result of the web application VA shall not qualify for reimbursement from SGNIC under the Sponsorship. For the avoidance of doubt, SGNIC shall not be liable to the Registrar or any other person for any additional costs or expenses apart from the Approved Sponsorship Amount.

2.4 The Sponsorship, and the rights or obligations under the Agreement, shall not be pledged, assigned or subrogated by the Registrar to any party, without SGNIC’s prior written consent.

2.5 The Sponsorship is awarded subject to the provisions of the Sponsorship Documents. All decisions and acts of SGNIC in relation to any matters pertaining to the Sponsorship (including but not limited to the eligibility of the Registrar for the Sponsorship) shall be conclusive, final and binding on the Registrar and SGNIC is not obliged to give any reasons or explanations whatsoever.

2.6 The reimbursement of any claims submitted by the Registrar under the Sponsorship or any failure or delay by SGNIC to exercise any of its rights or powers or to claim a breach of any applicable terms and conditions governing the Sponsorship shall not:

(a) constitute nor be deemed to constitute a waiver of such breach or any other breach; nor

(b) prevent SGNIC from terminating or reducing the Sponsorship and/or

recovering any Sponsorship Monies previously disbursed, pursuant to the provisions of the Sponsorship Documents.

2.7 In the event of any conflict or inconsistency between any terms of the Sponsorship Documents, the following documents shall prevail in the following priority:

- (a) the Letter of Offer;
- (b) the General Terms;
- (c) **Annexes 2 and 3** to the Letter of Offer;
- (d) the Application; and

all other documents forming part of the Sponsorship Documents.

### 3. OBLIGATIONS OF THE REGISTRAR

3.1 Unless otherwise agreed by SGNIC, the Registrar shall be eligible and remain eligible for the Sponsorship only if the Registrar satisfies the following conditions at all times during the Qualifying Period:

- (a) the Registrar must remain an accredited registrar of SGNIC in accordance with SGNIC's .sg domain name registrar accreditation framework; and
- (b) subject to **Clause 4.2**, the Registrar must complete the web application VA and submit the Sponsorship Claims Form within the Qualifying Period.

3.2 In the event that:

- (a) there is any change to (i) the Registrar's name; (ii) legal form; or (iii) corporate strategy/structure or business which adversely affect the Registrar's ability to complete

the web application VA in accordance with the Letter of Offer;

- (b) the Registrar has acquired or been acquired by, a third party; and/or
- (c) any legal proceedings, whether civil or criminal, are commenced against the Registrar and/or its officers in relation to the affairs of the Registrar,

the Registrar shall promptly notify SGNIC within two (2) weeks of the effective date of such event.

### 4. WEB APPLICATION VA IMPLEMENTATION

4.1 The Registrar shall implement the VA in accordance with the terms of the Sponsorship Documents and submit the Sponsorship Claims Form (including the Final Report and other required documents) within the Qualifying Period. Any variations to the Qualifying Period or in the implementation of the web application VA may only be made in accordance with **Clause 4.2** below.

4.2 Any extension of the Qualifying Period or any variation in the implementation of the web application VA shall require the prior written consent of SGNIC. Such request shall reach SGNIC no later than four (4) weeks prior to the expiry of the Qualifying Period or effective date of variation in the implementation of the web application VA (as the case may be). For the avoidance of doubt, unless otherwise stated in writing by SGNIC, the Sponsorship will not be increased to account for any extra expenses or fees involved as a result of any extension or variation approved by SGNIC and any and all additional expenses incurred by SGNIC, the Registrar or vendors engaged by the Registrar in relation to any such extension

or variation shall be borne by the Registrar.

4.3 Upon completion of the VA, the Registrar shall prepare and submit to SGNIC the Sponsorship Claims Form (including the Final Report and other required documents).

## 5. CLAIMS AND REIMBURSEMENTS UNDER THE SPONSORSHIP

5.1 Unless otherwise agreed by SGNIC, claims for reimbursement shall be made by the Registrar strictly subject to the following conditions failing which SGNIC shall be entitled to reject the same:

- (a) The Registrar's claim must be made using SGNIC's approved Sponsorship Claims Form set out in **Annex 3** to the Letter of Offer, fully completed and duly endorsed by an officer or representative of the Registrar duly authorised to do so;
- (b) Each of the Registrar's claims must be accompanied by the supporting documents as may be required by SGNIC in the Sponsorship Documents; and
- (c) The Registrar must meet all other reimbursement conditions stipulated in the Sponsorship Documents or as may be stipulated by SGNIC from time to time.

5.2 The Registrar's claim must be submitted no later than **nine (9) months** from the date of SGNIC's Letter of Offer (i.e. within the Qualifying Period), failing which the Sponsorship amount will be forfeited.

5.3 SGNIC shall have the right to recover from the Registrar, such amounts as may be due and owing by the Registrar to SGNIC, including the amount over-reimbursed for any reason;

5.4 Without prejudice to the foregoing, SGNIC shall also have the right to set-off against or deduct from the amounts to be reimbursed to the Registrar such amounts as may be due and owing by the Registrar to SGNIC, whether arising from the Sponsorship or otherwise.

5.5 Reimbursements by SGNIC under the Sponsorship may be withheld for any reason whatsoever at the sole and absolute discretion of SGNIC. Without prejudice to the generality of the foregoing, reimbursements may be withheld by SGNIC:

- (a) if there are any pending clarifications required of the Registrar by SGNIC in connection with the claims forms, and/or documents submitted under **Clause 5** above; and/or
- (b) if there are any pending investigations by SGNIC in respect of the occurrence or suspected occurrence of any of the events stated in **Clause 6.1**.

## 6. TERMINATION OR REDUCTION OF SPONSORSHIP

6.1 Without prejudice to any other rights that SGNIC may have under the Agreement, SGNIC may terminate or reduce the Sponsorship with immediate effect by giving written notice to the Registrar upon the occurrence of any of the following events:

- (a) the initiation by the relevant authorities of any investigation into any alleged wrongdoing by the Registrar and/or its officers in relation to the affairs of the Registrar;

- (b) breach of any terms of the Sponsorship Documents by the Registrar;
- (c) making of any false, misleading, or materially inaccurate statements, claims or representations by or on behalf of the Registrar to SGNIC or any third party (whether with the knowledge of the Registrar or not);
- (d) the commencement of any proceedings for liquidation, insolvency, bankruptcy, receivership, winding up or judicial management of the Registrar, or the making of any composition or schemes of arrangement by the Registrar with its creditors;
- (e) the Registrar ceases to carry on business or its operations as an accredited .sg domain name registrar;
- (f) SGNIC becomes aware of any circumstances or any act or omission of the Registrar which embarrasses, prejudices or tarnishes or is likely to embarrass prejudice or tarnish the reputation of SGNIC, determined at the sole and absolute discretion of SGNIC;
- (g) SGNIC being aware, or the Registrar informing SGNIC, of the events set out in **Clause 3.2** other than **Clause 3.2(a)(i)**; or
- (h) pursuant to **Clauses 4** or **14**.
- 6.2 The Registrar hereby acknowledges and agrees that where SGNIC terminates the Sponsorship under **Clause 6.1**, the Registrar shall immediately pay or refund (as the case may be) to SGNIC on demand:
- (a) all or part of the Sponsorship Monies which have been
- disbursed or paid to SGNIC up to the date of termination; together with
- (b) interest calculated thereon at the reference interest rate for the period between the receipt by the Registrar of the Sponsorship monies and the termination of the Sponsorship.
- 6.3 The Registrar hereby acknowledges and agrees that where SGNIC reduces the Sponsorship under **Clause 6.1**, the Registrar shall immediately pay or refund (as the case may be) to SGNIC on demand:
- (a) all or part of Sponsorship Monies which have been disbursed or paid to the Registrar in excess of the reduced Sponsorship amount (the "**Excess Reimbursement**"); together with
- (b) interest calculated thereon at the prevailing interest rate for the period between the receipt by the Registrar of the Excess Reimbursement and the reduction of the Sponsorship.
- 6.4 Notwithstanding the foregoing, the Sponsorship may be terminated at the sole and absolute discretion of SGNIC without cause upon one (1) month's prior written notice, without being liable to the Registrar for losses or damages arising from the termination.
- 6.5 For the avoidance of doubt, upon termination of the Sponsorship (or Agreement) and without prejudice to any accrued rights up to the date of termination, or rights and obligations of the parties under the Agreement which are expressly or impliedly intended to survive termination:

- (a) all rights and obligations of the parties under the Agreement shall cease (in particular, SGNIC shall not be required to disburse any part or all of the Sponsorship Monies which have yet to be disbursed as at the date of termination); and
- (b) SGNIC may request for a refund of any part or whole of the Sponsorship Monies that have been disbursed, in accordance with **Clauses 6.2 and 6.3**.

6.6 The Registrar shall, upon receipt of a notice terminating the Sponsorship, immediately cease its use of the Confidential Information and shall act in accordance with the said notice to return all copies of the Confidential Information.

6.7 Termination of the Sponsorship shall not operate as a waiver of any breach by the Registrar of any of the provisions of the Sponsorship Documents and shall be without prejudice to any rights, liabilities or obligations by either party which have accrued up to the date of such termination.

6.8 For the avoidance of doubt, this Clause shall survive termination of the Sponsorship or Agreement. The obligations of the Registrar under any provision of the Sponsorship Documents which by their nature would continue beyond the termination of the Sponsorship (including, without limitation, the obligations under **Clauses 8, 9, 11, 16, 18 and 20**) shall also survive any termination of the Sponsorship.

## **7. ACCESS TO RECORDS, INFORMATION & DOCUMENTS**

7.1 The Registrar shall provide SGNIC with any information and/or documents required by SGNIC in relation to the web application VA or the Sponsorship within

seven (7) days from the date of SGNIC's written request.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 For the avoidance of doubt and without prejudice to any subsequent agreement(s) between the parties, the Sponsorship does not affect intellectual property rights (including but not limited to its patents, copyrights, trademarks and design rights) belonging to or licensed by either the Registrar or SGNIC prior to the Agreement nor does either party hereby grant to the other any rights in respect thereof.

## **9. EXPENSES & INDEMNITY**

9.1 Unless otherwise agreed in writing between the parties, SGNIC and the Registrar shall each bear its own costs and expenses incurred in connection with the performance of its respective obligations under the Agreement.

9.2 To the fullest extent permitted by law, SGNIC shall not be liable to the Registrar for any loss or damage howsoever arising, including the loss of profits, business interruption, loss of business information, economic loss or any indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by negligence or breach of the Agreement.

9.3 The Registrar shall indemnify and keep SGNIC fully indemnified against all losses, liabilities, costs and expenses (including all legal fees) in respect of any claims, demands, suits or actions brought against SGNIC by third parties arising out of the Registrar's performance of the web application VA and the terms of the Agreement.

## 10. REPRESENTATIONS AND WARRANTIES

10.1 The Registrar represents and warrants that at all times during the Qualifying Period:

- (a) the Registrar has the right, power and authority to accept the Letter of Offer and to fully perform its obligations under the Agreement;
- (b) the Registrar has obtained, or will obtain, all necessary consents and approvals to enable it to perform its obligations under the Agreement;
- (c) the Registrar's acceptance of the Letter of Offer and performance of the web application VA does not violate any agreement existing between the Registrar and any other person or entity;
- (d) the Registrar's performance of the web application VA does not violate or infringe any right of privacy or publicity or any other intellectual property right of any third party or any other right of any person or entity;
- (e) all information submitted by the Registrar to SGNIC is true, up-to-date and correct, and the Registrar acknowledges and agrees that SGNIC has relied on such information in awarding the Sponsorship and continues to rely on such information in carrying on with the Sponsorship; and
- (f) the Registrar shall not, without SGNIC's prior written consent, obligate or purport to obligate SGNIC in any manner with respect to the web application VA by issuing or making any warranties or guarantees.

## 11. CONFIDENTIALITY

11.1 SGNIC and the Registrar will, at all times, maintain the utmost confidentiality regarding the contents of the Agreement and any information exchanged between the parties pursuant to the Agreement. To this extent, SGNIC and the Registrar each undertake not to divulge or communicate to any person or party any Confidential Information without first having obtained the written consent of the other party.

## 12. VARIATION

12.1 SGNIC reserves the right to vary or supplement these General Terms and such other terms and conditions of the Sponsorship Documents upon two (2) weeks' prior written notice to the Registrar.

## 13. NO PARTNERSHIP, JOINT VENTURE

13.1 Nothing in the Sponsorship Documents shall be deemed or implied to create a joint venture or partnership or any principal-agency relationship of any kind between SGNIC and the Registrar. Neither SGNIC nor the Registrar shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.

## 14. FORCE MAJEURE

14.1 Neither SGNIC nor the Registrar shall be liable for any failure to perform its obligations under the Agreement if the failure results from events which are beyond its reasonable control (including acts of God, civil or military authority, civil disturbance, wars, strikes, fires or other catastrophes) PROVIDED ALWAYS that the relevant party shall resume that obligation as soon as the event occasioning the failure ceases or abates.

14.2 Without prejudice to the generality of **Clause 6**, if the effect of any of the aforesaid events continues for a period

exceeding six (6) months, SGNIC may at any time thereafter terminate the Sponsorship immediately upon giving notice in writing to the Registrar.

- 14.3 Failure or delay in performance of the Registrar's vendors shall not be regarded as events beyond the control of the Registrar.

## 15. ENTIRE AGREEMENT

- 15.1 The Sponsorship Documents constitutes the entire understanding and agreement between SGNIC and the Registrar with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between SGNIC and the Registrar concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner the express terms of the Sponsorship Documents or any part thereof.

## 16. COMPLIANCE WITH LAWS AND REGULATIONS

- 16.1 The Registrar agrees that it shall comply with all applicable laws of the Republic of Singapore, as well as any applicable regulations, directions and guidelines set or issued by regulatory authorities.

## 17. PARTIAL INVALIDITY

- 17.1 If any provision of the Sponsorship Documents shall be held to be illegal, invalid or unenforceable under any applicable law, such provision or part thereof shall to that extent be deemed not to form part of the agreement between the Registrar and SGNIC but the legality,

validity or enforceability of any other provision shall not be affected.

## 18. RIGHTS OF THIRD PARTIES

- 18.1 A party who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act to enforce any term of the Agreement.

## 19. NOTICES

- 19.1 Any notices, demands, communications or other documents to be sent to the Registrar by SGNIC shall be in writing and sent by electronic mail message to the electronic mail address provided in the Acceptance Form and/or provided in the Sponsorship application form.
- 19.2 Any notices, demands, communications or other documents to be sent to SGNIC by the Registrar shall be in writing and sent by electronic mail message to **securityprogramme@sgnic.sg**.
- 19.3 Any notices, demands, communications or other documents shall be deemed to be received immediately if sent by electronic mail.

## 20. GOVERNING LAW AND DISPUTE RESOLUTION

- 20.1 The Agreement shall be governed by the laws of the Republic of Singapore.
- 20.2 In the event of any difference or dispute arising between SGNIC and the Registrar relating to the validity, interpretation, construction or performance of the Agreement, both parties shall use their best endeavours to settle amicably such difference or dispute by consultation and negotiation.
- 20.3 If such efforts taken under **Clause 20.2** fail, then any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in



Singapore in the English language by a sole arbitrator in accordance with the arbitration rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this **Clause 20.3**.

**21. SEVERABILITY**

- 21.1 If any provision in the Agreement is found to be invalid, unenforceable or illegal for any reason, such provision shall be deleted from the Agreement and shall not affect the enforceability of any other part or provision of the Agreement.