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**SINGAPORE SMS SENDER ID REGISTRY (“SSIR”)**  
**REGISTRY TERMS AND CONDITIONS**

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## 1. GENERAL

- 1.1. These terms and conditions ("**Terms and Conditions**") apply to any use of the Singapore SMS Sender ID Registry system (the "**SSIR System**"), which is owned and operated by Singapore Network Information Centre (SGNIC) Privated Limited (hereinafter, "**SGNIC**"). SGNIC reserves the right to update or modify these Terms and Conditions from time to time.
- 1.2. Please read these Terms and Conditions carefully. By creating a user account to access the SSIR System (an "**Account**"), and / or by using the SSIR System, you unconditionally agree to be legally bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, do not create an Account and / or use the SSIR System.
- 1.3. In case of any violation of these Terms and Conditions, SGNIC reserves the right to seek all remedies available by law and in equity for such violations. These Terms and Conditions apply to all use and attempted use of the SSIR System, both now and in the future.
- 1.4. You will be notified via a pop-up prompt or through other reasonable means in the event that SGNIC updates or modifies these Terms and Conditions. Your use of the SSIR System after such changes have been posted will constitute your agreement to the modified Terms and Conditions and all of the changes.
- 1.5. These Terms and Conditions have been incorporated by reference into the Singapore SMS Sender ID Registry User Agreement ("**User Agreement**"). To the extent that any provision in these Terms and Conditions is inconsistent with the provisions of the User Agreement, the provisions of the User Agreement shall prevail.

## 2. RIGHT OF ACCESS AND YOUR ACCOUNT

- 2.1. The SSIR System is only accessible with an Account. Any use or attempted use of the SSIR System without an Account is prohibited. Unless otherwise authorised or permitted by SGNIC, you must register for an Account or log into your existing Account to use the SSIR System. Each corporate entity may only obtain and maintain one Account. Each Account may have multiple Login Credentials (comprising username, password and/or any other unique login, identification or credential).
- 2.2. Your Account will only be activated for use after you have entered into the User Agreement with SGNIC. Until your Account is activated, you will not be able to use the SSIR System.
- 2.3. You can access the SSIR System with the use of your Login Credentials. You are responsible for the confidentiality, safekeeping and security of your Account details and all Login Credentials that are required to access your Account. For example, you must not share your Login Credentials with anyone else.
- 2.4. You must notify SGNIC immediately if you know or suspect that the confidentiality of your Login Credentials or Account has been compromised or accessed without your permission. To protect the confidentiality of your Login Credentials and Account, SGNIC may require you, from time to time, to change your password and you agree to do so when required. If SGNIC is investigating suspected misconduct, or if you do not comply with these Terms and Conditions, SGNIC may disable your Account and/or Login Credentials without giving any reason or prior notice. SGNIC is not liable or responsible for any loss or damage arising out of or in connection with your Account and/or Login Credentials being disabled.
- 2.5. You agree that:
  - 2.5.1. you will be liable and responsible for any transaction or activity conducted through, or purported to be conducted through, your Account;

- 2.5.2.any information, data, instructions or communications, whether or not authorised by you, referable to your Login Credentials, will be deemed to be information, data, instructions or communications transmitted and validly issued by you; and
- 2.5.3.you will be responsible for any information, data, instruction or communication, whether or not authorised by you, referable to your Login Credentials, and SGNIC may act upon, rely on and hold you responsible and liable, as if the same were carried out, transmitted or issued by you.
- 2.6. When Login Credentials are used, SGNIC will use reasonable efforts to check that Login Credentials are used in the manner that SGNIC requires for you to use your Account. However, SGNIC is not required and is unable to verify or investigate the authenticity of any transaction or activity conducted through your Account or referable to your Login Credentials. You agree that you will not hold SGNIC responsible or liable, in any way whatsoever, for losses, costs, expenses or damages suffered or incurred by you or any third party if there is any unauthorised use of your Account.
- 2.7. You agree that you will not:
  - 2.7.1.use any robot, spider, other automatic device, or manual process to monitor or copy any parts of the SSIR System or the Contents (defined at Clause 4.1 below) without SGNIC's prior written permission;
  - 2.7.2.use any device, software or routine to interfere or attempt to interfere with the proper working of the SSIR System; or
  - 2.7.3.take any action that imposes an unreasonable or disproportionately large load on SGNIC's websites, systems, platforms, networks and servers.
- 2.8. Your Account will be terminated upon the termination of your User Agreement with SGNIC.

### **3. RESERVATION OF RIGHTS**

- 3.1. SGNIC reserves all rights to deny or restrict access to the SSIR System to any particular person, or to block access from a particular Internet address to the SSIR System, at any time, without having to give any reason or prior notice thereof.
- 3.2. Without prejudice to Clause 3.1, if your use of the SSIR System is in breach of these Terms and Conditions or the User Agreement, SGNIC may immediately disable your Login Credentials and terminate your Account without notice and to take all such action as SGNIC considers appropriate, desirable or necessary.
- 3.3. SGNIC retains the discretion to determine whether or not to provide maintenance and support services for the SSIR System, and if so, the type and nature of such maintenance and support services.
- 3.4. You agree that, without prejudice to Clause 2.6, SGNIC may, at SGNIC's discretion and without stating any reasons whatsoever, take such verification measures which may include:
  - 3.4.1.measures that require you to prove your identity or confirm or validate the actions conducted on your Account by alternative means; and
  - 3.4.2.measures declining or delaying to act on actions conducted on your Account until your identity has been verified or such actions have been validated in accordance with Clause 3.4.1 above.

**Please note that SGNIC will never ask you for your Login Credentials, whether as a verification measure or otherwise.**

- 3.5. For the avoidance of doubt, SGNIC will not be under any obligation to take any verification measure in Clause 3.4. SGNIC will also not be responsible or liable for any loss, liability or expense suffered or incurred by you arising, directly or indirectly, from any verification measure taken by SGNIC in accordance with Clause 3.4.

#### **4. PROPRIETARY RIGHTS**

- 4.1. The SSIR System and all materials, including but not limited to the information, text, images, photographs, video, graphics as well as any software programs available on or through the SSIR System or any of its websites, systems, platforms, networks and servers (the "Contents"), are protected by copyright, trademark and other forms of proprietary rights. All rights, title and interest in the Contents are owned by, licensed to or controlled by SGNIC. For the purposes of this Clause 4.1, and Clauses 4.2, 5.1 and 5.2 only, the Contents do not include the names of SSIR System users (over which such users hold copyright, trademark, or other forms of proprietary rights) in the SenderID lists contained in the SSIR System.
- 4.2. No licence or right is granted to you, and your access to and/or use of the SSIR System should not be construed as granting, by implication, estoppel or otherwise, any licence or right to use any of the Contents without the prior written consent of SGNIC.

#### **5. RESTRICTIONS ON USE OF INFORMATION**

- 5.1. The Contents shall not be reproduced, republished, uploaded, posted, transmitted, distributed, stored, adapted, displayed, altered or otherwise used in whole or in part in any manner, without the prior written consent of SGNIC.
- 5.2. Modification of any of the Contents or use of the Contents for any purpose will be a violation of SGNIC's copyright and other intellectual property rights. Graphics and images on the SSIR System or any of SGNIC's websites, systems, platforms, networks and servers are protected by copyright and may not be reproduced or appropriated in any manner without the prior written consent of their respective copyright owners.
- 5.3. The design and layout of the SSIR System and all of SGNIC's websites, systems, platforms, networks and servers is protected by intellectual property and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, image or search engine may be copied or transmitted unless you receive prior written consent from SGNIC.

#### **6. DISCLAIMER**

- 6.1. Without prejudice to the provisions of the User Agreement:
- 6.1.1. The SSIR System and its Contents are provided on an "as is" and "as available" basis without warranties of any kind. SGNIC is not responsible for any errors or omissions, or for the results obtained from the use of the information and material in the SSIR System or the tools contained in the SSIR System or any of its websites, systems, platforms, networks and servers.
- 6.1.2. To the fullest extent permitted by law, SGNIC does not warrant and hereby disclaims any warranty:
- 6.1.2.1. as to the truth, accuracy, adequacy, reliability, completeness, reasonableness, currency or timeliness, of the Contents contained in or accessed through the SSIR System and expressly disclaims liability for any errors in or omissions from, the Contents of the SSIR System; and

6.1.2.2. that the Contents available through the SSIR System or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the SSIR System and any of SGNIC's websites, systems, platforms, networks and servers will be free of all viruses and/or other malicious, destructive or corrupting code, programme or macro.

6.1.3.No warranty of any kind, express, implied or statutory (including but not limited to, warranties of title, merchantability, satisfactory quality, non-infringement of third-party intellectual property rights, fitness for a particular purpose and freedom from computer virus), is given in conjunction with the Contents, the tools contained in the SSIR System or any of SGNIC's websites, systems, platforms, networks and servers in general.

6.1.4.In no event shall SGNIC be liable for any loss or damage, including without limitation, indirect, special, incidental, consequential or punitive damages, arising out of or in connection with, your use of the SSIR System, or reliance on any information, materials, tools or online services provided in or available from the SSIR System, regardless of the form of action.

6.1.5.Under no circumstances shall SGNIC be liable for any failure of performance, system, server or connection failure, interruption, defect, error, omission, delay in operation or transmission, breach of security, malicious code, computer virus or inability or unavailability to use or access in connection with your accessing of the SSIR System or SGNIC's websites, systems, platforms, networks and servers, even if SGNIC had been advised as to the possibility of the above.

## **7. HYPERLINKS TO THIRD PARTY SITES**

7.1. The SSIR System may contain hyperlinks to websites which are not maintained nor controlled by SGNIC. SGNIC shall not be responsible for the contents of those websites and shall not be liable for any damages or loss arising from access to those websites. Use of the hyperlinks and access to such websites are entirely at your own risk.

7.2. All hyperlinks to other websites are provided as a convenience to you. The inclusion of any hyperlink does not imply endorsement by SGNIC of such websites. In no circumstances shall SGNIC be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on websites linked.

## **8. HYPERLINKS FROM OTHER WEBSITES**

8.1. Except as set out below, caching and links to, and the framing of the SSIR System or any of the Contents are prohibited.

8.2. You must make a specific written request for, and secure written permission from SGNIC, prior to hyperlinking to, or framing, the SSIR System or any of the Contents (whether the Home Page or an internal page), or engaging in similar activities. SGNIC reserves the right to impose conditions when permitting any hyperlinking to, or framing of the SSIR System or any of the Contents.

8.3. Your linking to, or your framing of the SSIR System or any of the Contents, constitute acceptance of these Terms and Conditions. This is deemed to be the case even after the posting of any changes or modifications to these Terms and Conditions. If you do not accept these Terms and Conditions, you must discontinue linking to, or framing of the SSIR System or any of the Contents.

- 8.4. Under no circumstances shall SGNIC be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites that link to the SSIR System or any of the Contents.
- 8.5. SGNIC reserves all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.
- 8.6. SGNIC reserves the right to disable any unauthorized links or frames and disclaims any responsibility for the contents available on any other website reached by links to or from the SSIR System or any of the Contents.
- 8.7. SGNIC reserves the right to amend or change the URL of this website. Under no circumstances is SGNIC obliged to inform or give prior notice to third parties who had hyperlinked to this website about the amendment or change of this website's URL.

## **9. GOVERNING LAW**

- 9.1. These Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of Singapore.

## **10. MISCELLANEOUS**

- 10.1. Any termination of your Account will not affect the coming into force or the continuance in force of any provision of these Terms and Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.
- 10.2. If any provision of these Terms and Conditions is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then these Terms and Conditions, including all remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included.
- 10.3. No delay by SGNIC in enforcing any provision of these Terms and Conditions will be construed to be a waiver of any of our rights under that provision.