

[SETSCO Label/DOC Request Platform]
Terms of Use

[SETSCO Label/DOC Request Platform] (“Platform”) is provided by SETSCO Services Pte Ltd (“us”) to you, a Client, for your use to apply for Serial Labels and Declarations of Compliance in respects of Products under the [Fire Safety Product Listing Scheme].

The Terms of Use (the “Terms”) governs your use of the Platform, as well as to all information and/or services provided to you on or through the Platform. By registering for, logging-in and/or using the Platform, you accept and agree to be bound by the Terms.

Unless otherwise defined herein, capitalised terms herein shall have the same meaning given to them in the prevailing Terms and Conditions for Fire Safety Products Certification.

1. LICENSE TO USE THE PLATFORM

- 1.1. The Platform is provided to you for your own use subject to the Terms.
- 1.2. Your use and access to the Platform is conditional upon you being a Client and having been provided by us with a Platform account.
- 1.3. Your use of the Platform grants you no rights in relation to any of our proprietary and/or intellectual property rights (including, without limitation, copyright, trademarks, logos, graphics, photographs, animations, videos and text or rights in and to the Platform).

2. ELIGIBILITY

- 2.1. Your use and access to the Platform and the Services is conditional upon you being a Client and having been provided by us with a Platform account. If you are not a Client or cease to be a Client, you shall immediately cease your use of the Platform.
- 2.2. You agree to: (i) provide us with all information as we may request for registration, provision and/or maintenance of a Platform account; and (ii) provide us with any proof of identity or any other documents, permits, licenses or approvals we may reasonably request or require.

3. YOUR ACCOUNT AND PASSWORD

- 3.1. You must provide truthful, accurate and up-to-date information. You should choose a strong and secure password. You must keep your password secure and confidential.
- 3.2. You agree not to share your account credentials or give others access to your account. If and when we detect that an account is shared with other parties, we may, at our discretion, suspend, revoke, withdraw and/or terminate your account, your Certificate, any and all Serial Labels or Declaration of Compliances issued to you, and/ or take such other steps that we may deem appropriate.

- 3.3. We reserve the right to disable or terminate any account, user name, and/or password, whether chosen by you or allocated by us, at any time, if in our opinion you are in breach of these Terms.
- 3.4. You agree to comply with our Acceptable Use Policy, which is set out at the end of the Terms.
- 3.5. You are responsible for all actions or activities that happens by, through or under your account.

4. ACCURACY OF SUBMISSIONS

- 4.1. You warrant and represent that all files, data, information and/or content submitted, displayed or posted on or through the Platform (“**Submissions**”) shall at all times be true, accurate, complete and not misleading. You shall inform SETSCO in writing immediately if (or if you have reason to believe) any of the information is false, inaccurate, incomplete or misleading.
- 4.2. You further warrant and represent that all Serial Labels and/or DoCs applied for by you through the Platform are for Products in respect of Certificates held by you, and that the Certificates are valid and in force.

5. ISSUANCE AND USE OF SERIAL LABELS AND/OR DoCs

- 5.1. You acknowledge and agree that:
 - (a) Your initiation or submission of an application for Serial Labels and/or DoCs through the Platform or otherwise in no way obliges us to issue any Serial Label or DoC to you; and
 - (b) Your use of any Serial Labels and/or DoCs issued are subject to the prevailing Terms and Conditions for Fire Safety Products Certification.

6. YOUR OBLIGATIONS

- 6.1. You grant us a worldwide, irrevocable, non-exclusive, royalty-free license (with the right to sublicense) to use, process, copy, reproduce, adapt, modify, publish, transmit, display and distribute the Submissions to relevant authorities and/or for the purposes of processing your application.
- 6.2. You are responsible for your use of the Submissions and any consequences thereof, including any consequences of the use of Submissions by other users or third parties. We are not responsible or liable for any use of the Submissions, nor the use of any content or information submitted or posted by other users or visitors.
- 6.3. You warrant that the Submissions is not and will not infringe rights of any third parties and that you have all the necessary rights, power and authority to satisfy your obligations with regard to the Submissions under these Terms.

7. AVAILABILITY OF THE PLATFORM

- 7.1. We are constantly changing and improving our Platform. We may from time to time change or discontinue any of the services we offer through the Platform, or add or remove functionalities or features, and we may suspend or stop certain services, functionalities or features altogether. If we discontinue certain services, functionalities or features, we will give you advance notice where reasonably possible.
- 7.2. We reserve the right to limit your use of our Platform and the services we provide, including the right to restrict, suspend or terminate your account if we believe you are in breach of the Terms or prevailing Terms and Conditions for Fire Safety Products Certification or are misusing our Platform or any services we provide.
- 7.3. THE PLATFORM, SERVICES, WEBSITE AND/OR SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

8. WARRANTIES

The Platform is provided “as is” and “as available”. To the maximum extent permitted by applicable law, we disclaim all representations and warranties, express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, reasonable care and skill and non-infringement. We do not guarantee that our Platform will be free from bugs or viruses.

9. MODIFICATION OF THE TERMS AND THE SERVICES

We may, at our sole discretion, amend the Terms from time to time by sending you notice through the Platform or by posting a notice on our Website, which shall be effective and binding on you upon posting. We may also impose limits on certain features and services or restrict your access to part or all of the Platform without notice or liability. You acknowledge and agree that it shall be your responsibility to review the Terms regularly, and the continued use of the Platform after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes. Otherwise, no addition to or modification of these Terms will be binding unless made or consented to by us in writing.

10. INDEMNITY

- 10.1. You agree to indemnify and hold us, our officers, employees, agents and subcontractors harmless against all claims (actual or threatened), losses, damages, fines, penalties and/or expenses (including all legal expenses and related costs) howsoever arising from or in connection with (but not limited to):

- (a) your acts, omissions, and/or negligence;
- (b) use or misuse of any Certificate or Serial Label or DoC; and/or
- (c) breach of the Terms; and/or breach of the prevailing Terms and Conditions for Fire Safety Products Certification.

10.2. This Clause 10 shall survive the expiry or termination of the Terms.

11. LIMITATION OF LIABILITY

11.1. TO THE FULLEST EXTENT ALLOWED BY LAW, OUR LIABILITY TO YOU SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY YOU TO US IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM OR DEMAND AGAINST US (WHICHEVER IS EARLIER) BY YOU.

11.2. In no event shall we be liable to you and/or any third party for any:

- (a) loss, damage or expense arising from:
 - (i) a failure by you to comply with the Terms and/or the prevailing Terms and Conditions for Fire Safety Products Certification;
 - (ii) any delay or disruption in the Platform or any defect, viruses, bugs or errors;
 - (iii) any actions taken or not taken on the basis of any inspection report, Serial Label, DoC and/or Certificate; and/or
 - (iv) any incorrect results, reports, actions, Serial Labels, DoCs and/or Certificate arising from unclear, erroneous, incomplete, misleading or false information provided to us;
- (b) indirect, incidental, special, exemplary, consequential or punitive damages; and/or
- (c) loss of revenue, loss of profits, loss of production, loss of contract, loss of business or costs incurred from business interruption, loss of opportunity, loss of expectation, loss of use, loss of goodwill to reputation, loss of anticipated savings, costs of product recalls, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any party.

11.3. This Clause 11 shall survive the expiry or termination of the Terms.

12. TERMINATION

12.1. The Terms will continue to apply until your Platform access and/or account is terminated or deactivated in accordance to the Terms.

12.2. You may at any time deactivate your Platform account by giving us prior written notice of at least [one (1) business day].

12.3. We reserve the right to suspend, deactivate, or terminate your account and/or access to the Platform, if we believe:

- (a) you are in breach of the Terms and/or the prevailing Terms and Conditions for Fire Safety Products Certification;
- (b) you are using the Platform in a manner that we deem would cause risk of harm or loss to us, other users, or the public;

- (c) we are requested to do so by government or regulatory authorities or as required under applicable laws, regulations or legal processes; and/or
- (d) our provision of the Platform to you is no longer possible or commercially viable.

12.4. In any of the above cases, we will notify you by the email address associated with your account or at the next time you attempt to access your account, unless we are prohibited from notifying you by law.

12.5. Termination of the Terms shall in no way affect any of our rights which have accrued prior to and as at termination; and/or expressly or by implication survives termination of the Terms.

12.6. Where we consider necessary or appropriate, we will report any breach of these Terms (including the Acceptable Use Policy) to law enforcement authorities and we will cooperate with such authorities by disclosing your identity and providing any information about you within our systems to them.

13. PERSONAL DATA

13.1. The collection, use, storage, processing and transfer of Personal Data (as defined in the Personal Data Protection Act 2012 of Singapore) are generally subject to our Privacy Policy, the latest version of which is at our Website. Our Privacy Policy may be amended and updated from time to time as it deems fit at our sole discretion.

13.2. Where the Submissions contain any Personal Data, you warrant and represent that you have obtained all necessary consents from each individual to whom the Personal Data relates for the disclosure of such individual's Personal data to us for our collection, use, and/or disclosure, and that such consents have not been withdrawn.

14. ADDITIONAL TERMS AND INCONSISTENCY

14.1. Your use of the Platform is subject to the prevailing Terms and Conditions for Fire Safety Products Certification ("**FSP T&Cs**"), which is incorporated by reference. In the event of any inconsistency between the Terms and FSP T&Cs, the prevailing FSP T&Cs shall prevail to the extent of the inconsistency

14.2. The Terms shall not limit any specific provisions set out in the individual terms and conditions of particular products and/or services offered by us, whether through the Platform or otherwise.

15. GENERAL PROVISIONS

15.1. We shall not be liable for delay or failure in performance resulting from causes beyond our control.

15.2. As part of providing the Platform, we may need to provide you with certain communications, such as product or service announcements and administrative messages (collectively our "communication"). By agreeing to use this Platform, you shall also agree to receive our communication.

- 15.3. If any provision of the Terms is found to be invalid or unenforceable in whole or in part by any tribunal, court or competent authority, the other provisions shall remain valid and continue to apply to the parties.
- 15.4. No person other than a party to this Contract may enforce the Contract by virtue of the Contract (Rights of Third Parties) Act, Cap. 53B of the Republic of Singapore, but this does not affect any right or remedy of the third party which exists or is available apart from that Act.
- 15.5. The Terms sets out the entire agreement and understanding between the parties in respect of the subject matter of the Terms and supersedes all previous agreements representations and understandings between the parties. Each of the parties acknowledges that, in agreeing to enter into and be bound by the Terms, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in the Terms) made by or on behalf of any other party other than as set out in the Terms.
- 15.6. Even if we delay in enforcing the Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breach of the Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.7. The Terms shall be governed by and construed in accordance with the laws of Singapore.
- 15.8. The parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

16. ACCEPTABLE USE POLICY

- 16.1. As part of the terms of use, you agree not to misuse the Platform or help anyone else to do so. You agree not to do any of the following in connection with the Platform:
- (a) use our Platform for unlawful or unauthorised purposes;
 - (b) re-sell or attempt to benefit in a commercial fashion from any data, content or information available on the Platform;
 - (c) probe, scan, or test the vulnerability of any system or network;
 - (d) breach or otherwise circumvent any security or authentication measures or service use limits;
 - (e) access, tamper with, or use non-public areas or parts of the Platform;
 - (f) interfere with or disrupt any user, host, or network, for example by sending a virus, trojan, worm, logic bomb, or any other material that is malicious or technologically harmful, overloading, flooding, spamming, or mail-bombing any part of the Platform, or by scripting the creation of any content in such manner as to interfere with or create an undue burden on the Platform;
 - (g) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology that is not open source;
 - (h) access, search, or create accounts for the Platform by any means (automated or otherwise) other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk) or attempt to do so;
 - (i) send unsolicited communications, promotions or advertisements, or spam;
 - (j) forge any TCP/IP packet header or any part of the header information in any email;

- (k) send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";
- (l) conduct surveys, contests, or pyramid schemes, or promote or advertise products or services without appropriate authorisation;
- (m) post, publish, upload, display, distribute, or share materials that are unlawful, inappropriate, profane, pornographic, obscene, indecent, libelous, defamatory, abusive, or knowingly false, and/or that infringe intellectual property rights;
- (n) violate the letter or spirit of our terms of use;
- (o) violate applicable laws or regulations in any way; AND/or
- (p) violate the privacy or infringe the rights of others.