

SingTel myBusiness Posting Rules & Regulations

By creating an account and/or using this Site operated by or for and on behalf of Singapore Telecommunications Ltd, SingTel Mobile Singapore Pte Ltd, Singapore Telecom Mobile Pte Ltd, SingNet Pte Ltd, Singapore Telecom Paging Pte Ltd and any other related corporation of Singapore Telecommunications Ltd (collectively the "SingTel Group") in any way, you agree to be bound by the following rules and regulations ("Terms") and SingTel's Terms of Use. We may modify these Terms at any time at our sole discretion, and such modifications shall be effective immediately upon posting of the modified Terms. You agree to review the Terms periodically to be aware of such modifications and your continued access to or use of the Site shall be deemed your conclusive acceptance of the modified Terms. The term "SingTel" (or "we", "our" and "us") includes all members, subsidiaries and affiliates of the SingTel Group, their respective subsidiaries and affiliates, as well as their successors and assigns.

1. Registration, Password and Security

- 1.1 The registration information you provide to us is governed by SingTel's Terms of Use. You are responsible for maintaining the confidentiality of your password and account, and are entirely responsible for any and all activities that occur under your account.
- 1.2 You shall not disclose to any person your password and shall not permit or authorize any person to use your login name or password for any purpose whatsoever

2. Content and Related User Conduct

- 2.1 You understand that you are responsible for any content that you post or transmit on or through the Site. You may use the Site to provide supplementary information about your business that may be an interest to other users (without spamming them) but you should not rely on the Site as the primary mechanism to operate or promote your business. Any use of the Site for commercial purposes is solely at your own risk and SingTel assume no liability for such use.
- 2.2 You agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to SingTel or any of its customers or users of the Site by any means. Personal attacks of any type or other users of this Site are not permitted nor tolerated. You shall not post topics or opinions that are designed to provoke a negative response from one or more users ('trolling') on the Site.
- 2.3 You agree to use the Site in a manner consistent with all applicable laws and regulations. Specifically, you will not use the Site to post, transmit, distribute, link to, or solicit content that;
 - (a) contains any advertising and promotional message;
 - (b) violates or infringes any laws, regulatory requirements or codes applicable in Singapore;
 - (c) infringes or violates any copyright, trademark or any other intellectual property, personal or proprietary rights of any person, or violates any obligation of confidence or any other proprietary right;
 - (d) contains any obscene, offensive, defamatory or otherwise actionable material;
 - (e) undermines the security or integrity of the Site, including without limitation by importing any viruses, Trojan horses, time bombs or other disabling devices intended to detrimentally interfere, damage, surreptitiously intercept or expropriate such equipment, systems or networks;
 - (f) contains any errors, whether technical or otherwise; or
 - (g) contains any material in any form that would otherwise render SingTel liable or expose SingTel to any proceedings whatsoever.
- 2.4 You participate in and/or operate message boards, chat rooms, and or other Site features at your own risk. If you are dissatisfied with any feature, operability, contents, this agreement, other agreements this Site imposes as a condition of usage, or any other component of the Site, your sole remedy is to discontinue use of Site services.

- 2.5 You shall not falsely impersonate any other users in the Site, including SingTel employees or agents.
- 2.6 You agree that if you ever have a disagreement with another Site user, you will not attempt to persuade other members to take your side of the argument or publicly post about it on this Site, blog or websites
- 2.7 You agree that if you disagree with the actions of an administrator or moderator of the Site, you will not publicly post about arguments or disagreements on this Site, blog or websites, nor will you attempt to petition administrators or moderators to change Terms through posts, polls, email, private message or any other service found within the Site. You agree that you will not attempt to persuade other members to take your side in any disagreement with administration, moderators or rules.
- 2.8 Message boards, chat rooms, blogs, and other services provided by SingTel may not be used for unauthorized commercial purposes other than provided in the Site terms. The Site refers to the myBusiness web-portal at URL: <http://mybusiness.singtel.com> , including participation in any affiliate program. If, in the sole discretion of SingTel, you are found to be using the Site for any inappropriate commercial purpose, SingTel reserves the right to take action to end said activity.
- 2.9 SingTel shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any content that is available via the Site. Without limiting the foregoing, SingTel shall have the right to remove any content that violates these Terms or is otherwise objectionable.

3. Content Posted Or Submitted To SingTel

- 3.1 You agree to grant to SingTel a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to the Site. You also grant to SingTel the right (though you acknowledge and agree that SingTel shall not be so obliged) to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against SingTel for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us.
- 3.2 You agree that you shall not rely on the Site for safe and secure storage of any materials, including photographs and documents. The message boards are not designed as a primary space to store any of these materials, and SingTel is not responsible for the alteration, deletion or loss of any stored materials. You are strongly advised to create back-ups for any materials posted to the message boards.

4. Postings by Third Parties and Hyperlinks to Third Party Websites

- 4.1 SingTel shall not be responsible for hyperlinks to other websites which are neither maintained nor controlled by SingTel, or posted by other users and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted. Use of the Site and any hyperlinks and access to such hyperlinked websites are entirely at your own risk.
- 4.2 You acknowledge that SingTel has no control over and excludes all liability for any material on the Internet which can be accessed by using the Site. Neither can we be deemed to have endorsed the content.

5. Indemnity

- 5.1 You agree to indemnify, defend and hold harmless SingTel, its directors, officers, employees, suppliers, licensors, agents, and any third party content providers, from and against any losses, damages, claims, costs, expenses, demands, and actions, due to or arising out of your use of the Site, your access or connection to the Site, your violation of these Terms, or your violation of any rights of another. These obligations will survive any termination of your relationship with SingTel or your use of the Site. SingTel reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with SingTel in asserting any available defenses.

6. Disclaimer of Warranties

6.1 You expressly understand and agree that:

6.1.1 You assume total responsibility and risk for your use of the Site and the Internet. SingTel does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Site. The Site is provided on an "as is, as available" basis.

6.1.2 SingTel makes no warranty that the Site will meet your requirements or will always be accessible, uninterrupted, timely, secure, error-free or free of invasive or damaging code, and any errors in the Site will be corrected.

6.1.3 SingTel disclaims all responsibility for any messages or materials appearing on message boards, comments or entries created by the Site users as the Site is merely providing access to such content as a service to you.

6.1.4 Any content downloaded, uploaded or otherwise obtained through the use of the Site is done at your own discretion and risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site or on the Internet generally.

7. Limitation of Liability

7.1 SingTel does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, or other contents accessible from the Site. In no event shall SingTel be liable for any incidental, consequential, direct, indirect or any losses or damages whatsoever (including, but not limited to, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or business interruption, or any other loss, whether in an action of contract, negligence or other tortious action), arising out of or in connection with the use of or inability to use the Site, delays, inaccuracies or errors in the information or in the transmission of the Site, or any information or transactions provided on or over the Site or downloaded or hyperlinked from the Site, or performance of the contents on this Site, even if SingTel has been advised of the possibility of such damages.

8. Intellectual Property Rights

8.1 Content (including, but not limited to, information, communications, software, images and sounds contained on or available through the Site) is provided by SingTel, its content providers and third party licensors. The intellectual property rights to or over the contents contained in each Site belong to SingTel, its content providers and/or third party licensors. All rights are reserved. The contents of the Site cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of SingTel. Without prejudice to the foregoing, you agree that the material and content contained within or available through the Site may not be used for commercial purposes or distributed commercially.

8.2 Your access to or use of the Site should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the trademarks, tradenames, logos or service marks appearing on the Site without SingTel's prior written consent. You may not, without SingTel's prior written consent, use any of such trademarks, tradenames, logos or service marks as a hyperlink to the Site or any other Site.

9. General

- 9.1 Your access to or use of the Site, as well as these Terms shall be governed by, and construed in accordance with Singapore laws and you agree to submit to the exclusive jurisdiction of the Singapore courts.
- 9.2 SingTel's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.
- 9.3 If any part of these Terms is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- 9.4 These Terms are for the benefit of SingTel and its directors, officers, employees, suppliers, licensors, agents, and any third party content providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

10. Contact

- 10.1 If you have any questions, SingTel administration can always be reached at myBusiness@singtel.com.

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