

TERMS AND CONDITIONS OF LICENCE (“T&C”)

This T&C governs your purchase and/or use of the Licensed Material. By purchasing and/or using the Licensed Material, you agree to be legally bound by the following terms:

1. INTERPRETATION

- 1.1. Whenever the following terms appear in this T&C, they shall have the respective meanings specified below unless the context otherwise requires:
 - 1.1.1. **“Authority”** means the Building and Construction Authority;
 - 1.1.2. **“Licensed Material”** means all intellectual property rights owned by or licensed to the Authority in the Interactive Singapore Geological Map (iSGM) and any other materials provided by the Authority to you pursuant to your purchase of the iSGM.
- 1.2. References to **“Clauses”** shall be references to the clauses of this T&C.
- 1.3. References to persons shall include individuals, bodies corporate, partnerships, and unincorporated associations and any other legal or commercial entity or undertaking.
- 1.4. Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and words representing any particular gender shall include all genders.

2. GRANT OF LICENCE

- 2.1. The Authority hereby grants you a non-exclusive, royalty-free licence to use the Licensed Material, on the terms and conditions set out in this T&C, from the date of your purchase of the Licensed Material to the date of termination of this licence. For the avoidance of doubt, the grant of such licence does not transfer any of the Authority’s intellectual property rights in the Licensed Material to you.

3. YOUR RESPONSIBILITY

- 3.1. You must only:
 - 3.1.1. use the Licensed Material for your personal or internal business purposes;
 - 3.1.2. use the Licensed Material on one computer (or other electronic device) at any one time;
 - 3.1.3. reproduce the Licensed Material for the sole purpose of having a backup copy of the Licensed Material.
- 3.2. You must not do or permit or cause any other person to do the following without the Authority’s written permission:
 - 3.2.1. sell, trade, sub-license, charge, mortgage or otherwise encumber the Licensed Material in any way;
 - 3.2.2. use the Licensed Material on more than one computer (or other electronic device) at any one time;
 - 3.2.3. reproduce, transmit, distribute, or incorporate the Licensed Material in printed or electronic form, except as provided in Clause 3.1.3;

- 3.2.4. use the Licensed Material in a manner that may suggest or suggests that you are affiliated with the Authority.

4. TERMINATION

- 4.1. In the event of your breach of any term of this T&C, the Authority may by written notice to you terminate the licence granted in Clause 2.1.
- 4.2. Upon the termination of the licence, you must promptly destroy all copies of the Licensed Material (whether in printed or electronic form).

5. DISCLAIMERS AND LIMITATIONS

- 5.1. The information contained in the Licensed Material is provided on an “as-is” and “as-available” basis. The Authority, its employees and agents make no representations or warranties of any nature (whether express, implied or statutory) in respect of the Licensed Material, including but not limited to the accuracy and/or completeness of any information, and the Authority, its employees and agents shall not be liable or responsible for any damages, losses, compensation, penalties, expenses and/or costs (whether direct, indirect, special or consequential damage or economic loss and whether foreseeable or not) resulting from your reliance on and/or use of the information contained in the Licensed Material. All such liability and responsibility are expressly disclaimed by the Authority, its employees and agents to the fullest extent permitted by law.

6. INDEMNITY

- 6.1. You agree to indemnify and hold the Authority, its employees and agents harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses resulting from your reliance on and/or use of the Licensed Material and/or breach of this T&C.

7. GENERAL TERMS AND CONDITIONS

- 7.1. **Governing Law.** Your purchase of the Licensed Material and this T&C shall be governed by and construed in accordance with the laws of the Republic of Singapore, and you hereby agree to submit to the exclusive jurisdiction of the Singapore courts in the determination of any dispute arising in connection with your purchase of the Licensed Material and this T&C.
- 7.2. **Severance.** Should any term or provision in this T&C in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this T&C and the enforceability of the remainder of this T&C shall not be affected.
- 7.3. **No Waiver.** No waiver by the Authority of any breach or default by you shall operate as a waiver of any succeeding breach or other default or breach by you. The Authority’s failure or delay in exercising any right or remedy provided under this T&C or by law shall not constitute a waiver by the Authority of that or any other right or remedy, nor shall it preclude or restrict the Authority from any further exercise of that or any other right or remedy.

- 7.4. **Rights of Third Parties.** A third party shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this T&C.