

## TERMS OF SERVICE

This website and associated websites, mobile or web applications, and digital platforms (“**Sites**”) relating to [SFF](#), [SWITCH](#) and other related activities and events (“**Events**”) are managed by SingEx-Sphere Holdings Pte. Ltd., its related corporations and its associates (“**Group**”) and/or its community (collectively the “**Community**”), which includes but is not limited to event managers, event organisers, exhibitors, partners, participants and sponsors.

**By continuing to browse our Sites and/or participating in our Events and/or the Community, you agree to our Terms of Service, Privacy Policy and Cookie Policy available at our Sites and <https://singex.com/>.**

These Terms of Service govern your access to and use of our Sites as well as your participation in the Community. For some of the products or services offered by the Community, additional terms and conditions on our Sites may apply. Here, you can find out about:

- [Accessing and using our Sites](#)
- [Community Guidelines](#)
- [Intellectual property](#)
- [Registering for our Events](#)
- [Speaking at our Events](#)
- [User accounts and collaborations](#)

Please ensure that you have read and understood these Terms of Service. If you do not agree with any of these terms and conditions, please discontinue your access to or use of our Sites, contents, products and services. We may update these Terms of Service from time to time by publishing it on our Sites and <https://singex.com/> with the date of update. If we make material changes to these Terms of Service, we will notify you specifically if required by law.

Please contact us at [dataprotectionofficer@singex.com](mailto:dataprotectionofficer@singex.com) if you have any questions, comments, requests or complaints regarding these Terms of Service.

**Last Updated: 17 November 2020**

### ACCESSING AND USING OUR SITES

- 1 You agree to access and use our Sites (including all features and functionalities) and participate in the Community in accordance with these Terms of Service and all applicable laws, rules and regulations, and any other restrictions. For some of the products or services offered by the Community, additional terms and conditions may apply and will be notified to you. Any third party content, products or services provided on our Sites may be subject to separate terms and conditions.
- 2 If you are accessing or using our Sites on behalf of an entity, then (a) you represent and warrant that you are authorised representative of the entity with the authority to agree to these Terms of Service on the entity’s behalf; and (b) you agree and acknowledge that your entity is responsible for its representatives’ access to and use of our Sites and participation in the Community.
- 3 We may collect, use, process, transfer, retain and/or disclose any content, data and information you post, submit and/or exchange (including your personal data) on any of our Sites and third-party platforms managed by or associated with us to keep you connected within the Community and updated on all Group’s Events, in accordance with our Privacy Policy available at our Sites and <https://singex.com/>.

### COMMUNITY GUIDELINES

- 4 Community is a global community where users can create and share content, discover our Events, and connect with others across the globe. We are a vast community spread across many countries with varying cultures and values, and we are committed to keeping the Community safe. We do not allow objectionable content such as:

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- (a) bullying or harassment, such as expressions of abuse, threats, sexual harassment and online harassment (doxxing);
  - (b) content prejudicing the security, public health, public safety, public tranquillity, public finances, or friendly relations of Singapore and other countries;
  - (c) content undermining the political stability and racial or religious harmony in Singapore or any other country;
  - (d) content revealing or threatening to reveal personally identifiable information and confidential information about others;
  - (e) depiction or promotion of criminal activities, such as frauds and scams;
  - (f) endangering our trust-based community, such as misrepresenting your identity, sharing or maintaining multiple user accounts, and manipulated content including image, audio or video that have been edited or synthesised beyond adjustments for clarity or quality;
  - (g) false statements, fake news and misinformation meant to mislead or incite fear, hate, or prejudice or that may cause harm to others;
  - (h) hate speech, hateful ideology, vulgarities or slurs that attack or disparage others based on protected attributes, such as race, ethnicity, national origin, religion, caste, sex, gender, serious disease or disability and immigration status, and other content which incite feelings of enmity, hatred or ill-will between different persons or groups of persons;
  - (i) infringement of any IP (hereinafter defined) rights of any person or entity;
  - (j) nudity, pornography or sexually explicit content;
  - (k) spam and other content designed to or seeks to deceive or mislead users to increase viewership or interaction metrics, or artificially inflate popularity;
  - (l) trade, sale, promotion, and use of illegal, restricted or regulated goods;
  - (m) violent and graphic content, including content that is gruesome, gory or shocking, or threatens, incites, promotes or glorifies violence, harm, or death; and
  - (n) undermining, tarnishing or harming the reputation or goodwill of Group or Community as a whole or any individual member of the Community.
- 5 You must comply with our Privacy Policy and Cookie Policy available at our Sites and <https://singex.com/>, and all legal requirements and standards under each of (a) the Singapore Personal Data Protection Act (2012) and its regulations, and the Singapore Personal Data Protection Commission's advisory guidelines and guides; (b) the European General Data Protection Regulation; and (c) such other data protection and privacy legislation that are applicable to any personal data (and together with all subsidiary legislation related thereto), as amended, revised, and/or supplemented from time to time.
- 6 We do not endorse or represent that any material or content on our Sites is accurate, useful, non-harmful, or in compliance with our Community Guidelines. As it is impossible for us to review all material and content on our Sites, we shall not be liable or responsible for any loss or damage arising from any access, use or download of any material or content on our Sites.
- 7 We reserve the right to moderate, delete, edit and/or modify any material or content and/or close any topic on our Sites at any time without notice to you. We shall have the right to monitor, intercept and/or review, without notice to our users, any material or content to ensure that these Terms of Service, our Community Guidelines, and our other terms and conditions, policies and guidelines are being complied with and/or for legitimate business purposes.

## LIMITATIONS OF ACCESS TO OR USE OF OUR SITES

- 8 You must not access or use our Sites for any unlawful purpose or in any manner as prohibited by these Terms of Service. In particular, you must not:
- (a) archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use contents and/or information contained on or obtained from or through our Sites;
  - (b) create, distribute or enable any material designed to attack, destroy, disrupt, interfere, interrupt or limit the functionality of our Sites, including any software viruses or any other computer codes, files or programs;
  - (c) gain unauthorised access or use of our Sites or files on our servers;
  - (d) infringe or misappropriate the IP (hereinafter defined) rights of any third party;

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- (e) insert any code or manipulate the content of our Sites, use any robot, data mining or other extraction methods, or other automated means to access or use our Sites, decompile, reverse engineer or disassemble any software accessible through our Sites;
- (f) obtain any information which is not intended by us to be made available via our Sites;
- (g) use our Sites in any manner that could negatively affect our Sites; and
- (h) violate our Community Guidelines.

9 We may in our absolute discretion, temporarily or permanently restrict or block your access to or use of, all or part of our Sites and their contents, products or services, take down any of your posts or submissions, and/or terminate your user account without notice to you if you are or suspected to be in breach of these Terms of Service.

## INTELLECTUAL PROPERTY

### 10 Group IP

- (a) All rights, title and interest in and to intellectual property rights including content, documents, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, webinar, webinar reference materials, music, "look and feel", and other proprietary rights including all adaptations, derivations and variations ("**IP**") relating to our Events and on our Sites are either owned or licensed by us ("**Group IP**") and may not be copied, displayed, distributed, downloaded, licensed, reproduced, sold, transmitted, used or otherwise exploited for any purpose not authorised by us in writing. Other than the limited grant of access to view and, with our permission, to download the Group IP, you shall have no privileges or rights in any Group IP, unless we otherwise agree in writing.
- (b) Each person in the Community (particularly you and us) (or each of its licensors as applicable) shall retain ownership and all rights, title and interest in and to its respective IP which were existing prior to any agreement with us, or IP developed, licensed or acquired by or on behalf of each person (or each of its licensors) independently from any agreement with us ("**Pre-Existing IP**"). Unless expressly authorised in writing, you shall not use our Pre-Existing IP or those of others within the Community, including all adaptations, derivations and variations for any purpose.
- (c) All foreground IP (excluding your Contributions (as defined below)) comprised in any and all materials or any part thereof created or developed by you (whether independently, jointly with us or with any third party) in connection with your access to or use of our Sites, and your participation in the Community and/or our Events ("**Foreground IP**") shall be irrevocably assigned to and vest in us upon such creation, development and/or generation, unless otherwise specified in writing by us. We hereby grant you a non-exclusive, royalty-free, non-transferable and non-sublicensable licence to use the Foreground IP for the sole purpose of accessing and using our Sites, participating in the Community and/or our Events.

### 11 Your IP

- (a) All IP (excluding Foreground IP) which you contribute on our Sites, send to other users using our chat, messaging or other services, use in your Presentations (if you are a speaker at our Event) or otherwise contributed by you in connection with your participation in the Community ("**Contributions**"), unless otherwise agreed between you and us in writing, are owned or licensed by you.
- (b) You agree to grant us a fully-paid, irrevocable, non-exclusive, perpetual, royalty-free, worldwide licence, with sub-licensing rights and without duty to account to use, access, download, copy, distribute, transmit, modify and adapt your Contributions (i) to enable us to discharge our obligations under these Terms of Service and/or other contracts between you and us; (ii) for the purposes of displaying, distributing, and promoting our Events, Sites, products and services, including making recordings and copies of your Contributions or portion(s) of them available for viewing and downloading by the public; and (iii) for any

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other purposes in connection with our Events, Sites and Community activities, including future events, industry news, global roadshows and online sessions (collectively the “**Purposes**”), unless we otherwise agree in writing.

- (c) You agree to grant to us a non-exclusive, fully-paid, non-transferable, non-sublicensable and limited licence to use your Pre-Existing IP for the Purposes, unless we otherwise agree in writing.
- (d) You represent and warrant that your Pre-Existing IP and Contributions do not infringe the IP rights of any third party and that you own all rights in your Pre-Existing IP and Contributions.
- (e) If your Contributions contains IP of a third party, you agree to obtain all written permissions or clearances, and sub-licensing rights required by the owner of the content or material or any other individual or organisation to use and provide such Contributions to us in accordance with these Terms of Service, and provide to us supporting evidence and documents. You must display attribution text or citations in such Contributions, attributing the original owner.
- (f) We reserve the right to delete, take down, edit, moderate and/or modify any Pre-Existing IP or Contribution used or provided by you on our Sites at any time, and the right to monitor, intercept and/or review any Contribution on our Sites, without notice to you.

### HYPERLINKS

- 12 We and/or others within the Community may provide hyperlinks to other third party sites (such as social media platforms) which may not be owned, managed or operated by us (“**Third-Party Sites**”). We do not have any control over those Third-Party Sites and shall not be liable or responsible for the accuracy, availability, content or functionality of such Third-Party Sites and the contents, products and services provided therein, or for any loss and/or damage arising from your access or use of such Third-Party Sites.
- 13 Hyperlinks to Third-Party Sites provided by us and/or others within the Community do not mean that we are connected with, related to or associated with or endorse the Third-Party Sites and the contents, products and/or services provided therein. Such Third-Party Sites may have their own separate terms and conditions and/or policies.
- 14 You should exercise caution and good judgement before providing or clicking on hyperlinks to Third-Party Sites, as this could expose the Community to possible viruses, worms, Trojan horses, and other harmful or destructive content.

### EVENT REGISTRATION

- 15 Admission to our Events is by registration only and subject to full payment of the applicable fees being received by us prior to the commencement of the Event. Registration fees may be changed by us from time to time without prior notice and without us giving any refund. We reserve the right to withdraw, cancel, amend, extend or shorten any promotion and/or discount offered at any time without prior notice.
- 16 All passes purchased by you and/or issued by us are non-refundable and non-transferable, unless otherwise specified by us in writing. No refunds will be given for cancellation or downgrading of any registration, passes or any other purchases, non-attendance of the Event, or for any other reason. We reserve the right to retain, confiscate or void any pass without any liability to make any refund, and are not obliged to replace any pass under any circumstance.
- 17 We may vary, alter and/or modify the venue, format, programme, attractions and features, dates and timings (including postponing, shortening or extending the duration) of any Event at any time and/or to cancel the whole or any part of any Event by notifying you as soon as reasonably practicable.

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- 18 By registering for any of our Events and/or purchasing a pass, you agree that your business profile, business contact information and preferences may be shared by us within the Group and with the Community to keep you connected with the Community and updated on all activities, in accordance with our Privacy Policy at our Sites and <https://singex.com/>. Where any data of a third party (for example, information of your family members or employees) is provided by you for any particular purpose including registering and/or purchasing passes for the Event, you must seek his or her appropriate consent before you provide us with such data.
- 19 You are responsible for your own taxes and bank charges. If we are required to deduct or withhold taxes under any applicable laws, you agree to pay such additional amounts such that we receive all applicable fees in full after such deduction or withholding.
- 20 Prohibition against pass on-selling and unauthorised passes
  - (a) Passes may not be transferred without our prior written consent or resold (whether free or otherwise, in any form or manner, or whether as a package with other ancillary items or otherwise).
  - (b) Passes shall not be purchased or obtained from or through any commercial agent or company or otherwise than directly from us or our appointed agents.
  - (c) Passes shall not be used for advertising, promotional or commercial purposes (including trade incentives, prizes, competitions, contests, sweepstakes, raffles, lotteries, or draws, whether for commercial or charitable purposes) without our prior written consent.
- 21 We reserve the right to refuse acceptance of registration, refuse entry or remove any person into or from the Event and/or any Site without giving any reason.
- 22 Additional registration terms and conditions may apply. Please refer to the specific registration terms and conditions on our Sites, if any. In the event of any inconsistency or conflict, the specific registration terms and conditions on our Sites shall prevail.

## SPEAKERS

- 23 If we have selected you as a speaker, you agree to speak at the specified Event live, via a live stream webinar, video recording or otherwise specified by us ("**Presentation**"). You acknowledge the possibility of taking on additional related roles in the Event, including moderating a session or delivering additional Presentations, depending on the needs of the Event. We reserve the right to postpone or cancel your speaking engagement at any time without incurring any liability.
- 24 Substitute speakers for the Presentation are not allowed without our prior written consent. If you are unable to fulfil your Presentation commitment due to extenuating circumstances (for example, hospitalisation or personal emergencies), you must notify us as soon as possible. Should you fail to fulfil your Presentation commitment for any specified Event without valid reasons, we may disqualify you from any future edition of the specified Event and our other Events.
- 25 You are not allowed to change the topic or outline of your Presentation and you are to commit to adhering to the description of the Presentation you have provided to us, unless we otherwise agree in writing. You must submit to us your final Presentation material (such as slides, handouts or videos) which you will be using during your Presentation. Please refer to our IP terms above.
- 26 Visa requirements, accommodation, travel costs and any other expenses incurred by you in relation to the Event and/or Presentation are your sole responsibility and we will not reimburse you for any of the same, unless otherwise agreed by us in writing.
- 27 Your Presentation must be in English and not violate our Community Guidelines. We reserve the right to modify, vary or edit any material of your Presentation prior to publication but we will, where practicable, provide you such material so modified, varied or edited prior to our publication. You agree to waive all your moral rights for such purpose. You must not represent any of your views (whether as part of the Presentation or otherwise) as being those of or shared by the Event, us or others within the Community, or any of our/their affiliates, officers, agents or employees.

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- 28 Additional speaker terms and conditions may apply. Please refer to the specific speaker terms and conditions on our Sites, if any. In the event of any inconsistency or conflict, the specific speaker terms and conditions on our Sites shall prevail.

### USER ACCOUNTS & COLLABORATIONS

#### 29 User accounts

- (a) To register or sign-up for a user account, you must have a valid email account and be at least 18 years old. Minors may only access or use our Sites under the supervision of an adult. You may have to verify your email address before you can access your user account.
- (b) The information that you provide during the registration process must be true, complete and accurate and you are required to keep this information up to date (“**Login Details**”). You are responsible for maintaining the secrecy and security of your own Login Details.
- (c) You are fully responsible for your conduct and all activities that occur under your user account and any other actions taken in connection with the access or use of our Sites, and/or participation in the Community.
- (d) You must not misuse, share or disclose your user account or Login Details to any third party. If your user account or Login Details are compromised, or you believe that there is an error or unauthorised transaction or activity associated with your user account or Login Details, you must immediately notify us and change your Login Details.
- (e) We reserve the right to temporarily or permanently disable your user account at any time and terminate your access to all or any part of our Sites at any time, with or without cause, with or without notice.
- (f) We may send you information relating to your user account (for example, payment authorisations, invoices, changes in password or payment method, confirmation messages, notices etc.) in electronic form and other details about what we have to offer, in accordance with our Privacy Policy available at our Sites and <https://singex.com/>.
- (g) You should ensure that you have read and are familiar with your company’s values and principles to guide you in your dealings with external parties on behalf of your company when you access or use our Sites and/or participate in the Community. For example, should you wish to include a logo on your user account profile, please ensure that you have obtained the necessary authorisation and that it is in compliance with your company’s brand guidelines.

#### 30 Collaborations

- (a) We may, through our Sites, provide you with opportunities to express interest in collaborating in projects, collaborate in projects, invite others to collaborate in your projects, and participate in group activities, events and projects with others within the Community and with other third parties (“**Collaborations**”).
- (b) You must be at least 18 years old to participate in any Collaboration.
- (c) You agree that you will not be entitled to any compensation from us in respect of any Collaboration.
- (d) Any correspondence or agreement between us, you and/or other third parties shall not be intended to, or be deemed to, establish any partnership or joint venture between us, you and/or other third parties, nor constitute us, you and/or other third parties the agent(s) of each other, or authorise us, you and/or other third parties to make or enter into any commitments for or on behalf of each other. We shall not be liable for any damage or loss

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relating to any agreement, dealings, interaction or activities between you, us and/or other third parties.

- (e) We disclaim all warranties and representations of any kind, express or implied, including that (a) any Collaboration and the related contents and materials are accurate, appropriate, available, complete, timely or updated; (b) we are connected with, related to or associated with or endorse any Collaboration or those involved in the Collaboration, and the related contents, products and/or services; (c) any submission of expression of interest for a Collaboration will be assessed or reviewed by us; and (d) any person will be identified, selected, connected and/or matched with any other person in respect of any Collaboration.

- 31 Additional terms and conditions of certain services on our Sites may apply. Please refer to such specific terms and conditions, if any. In the event of any inconsistency or conflict, the specific terms and conditions of the particular service on our Sites shall prevail.

### FORCE MAJEURE

- 32 We are not liable for any interruption to our Sites, delay, damages, loss, increased costs and/or other unfavourable conditions directly or indirectly arising by virtue of any cause beyond our reasonable control, including without limitation, fire, flood, illness, pandemic (as declared by the World Health Organisation), power failure, communications line interruption, technical and computer-related faults and breakdowns, server outage, website vandalism, computer virus invasion or attack, hacker attack, temporary or permanent website closure or shutdown (caused by governmental control or otherwise), earthquake, explosion or accident, blockade, embargo, inclement weather, governmental order, decree, restraints or regulation, restraints or orders of civil defence or military authorities, war, riot or civil disturbance or commotion, sabotage, act of terrorism, strike, lockout, boycott or other significant labour dispute or disturbance, absence of premises required for our Events, and the abovementioned scenarios shall include any threat thereof.

### DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITY

- 33 Our Sites are provided on an "as is" and "as available" basis. You understand and acknowledge that when you participate in the Community, access or use, download from, or otherwise obtain content or services through our Sites at your own discretion and risk.
- 34 We disclaim all warranties and representations of any kind, express or implied, including (a) the continuous accessibility or uninterrupted operation of our Sites (b) that our Sites and their contents and materials are accurate, appropriate, available, complete, timely, updated for use in all jurisdictions; and (c) the contents and/or materials available for access, use or download from our Sites are free of infection from viruses, worms, Trojan horses and other harmful or destructive content.
- 35 We shall not be liable for any damage or loss arising from your access or use of our Sites and/or your reliance on the information contained in our Sites.

### INDEMNIFICATION

- 36 You agree to fully indemnify, keep fully indemnified and hold harmless us, our affiliates, directors, employees, agents, successors or assigns from any losses, claims, demands, liability, costs, expenses, actions or threat of action arising from or in connection with your breach of these Terms of Service, in connection with your access to or use of our Sites, and your violation of any law.

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### SEVERABILITY

- 37 If any provision or any part of a provision in these Terms of Service is held invalid, illegal or unenforceable by a court of law or a tribunal, it shall be deemed modified to the minimum extent necessary to give effect to our commercial intention. The validity, legality and enforceability of the remaining provisions or remaining parts of a provision shall remain in full force and effect.

### ENTIRE AGREEMENT

- 38 Your agreement with us constitutes the entire agreement on the subject matter between you and us and supersedes all prior agreements, negotiations, statements, representations and discussions (whether oral or written) in relation to the agreement ("**Representations**"). You acknowledge that you have not entered into this agreement in reliance on any Representation, and that you will not have any claim, right or remedy arising out of any such Representation.

### ASSIGNMENT

- 39 You may not assign or transfer any benefits, rights and obligations under these Terms of Service to any third party without our prior written consent. We shall be entitled to assign or transfer any benefits, rights and obligations under these Terms of Service to any third party (including our subsidiaries, associated companies or affiliates) without your prior written consent.

### WAIVER

- 40 None of the provisions or part thereof of these Terms of Service shall be deemed to have been waived by any act or acquiescence on our part, our agents or employees, unless by an instrument in writing signed by us. No waiver of any provision of these Terms of Service shall constitute a waiver of the same or any other provision(s) in these Terms of Service on another occasion.

### NOTICES

- 41 Any notice and/or communication in connection with these Terms of Service shall be in writing to the contact details including specified email addresses as notified by the relevant party. Handwritten or electronic signatures transmitted by telecopy or electronic transmission (for example, through use of a "PDF" file) shall be valid and effective to bind the party so signing.

### CHANGES TO OUR SITES AND TERMS OF SERVICE

- 42 We may from time to time change any part of or information contained in our Sites and/or update these Terms of Service by posting in this Site with the stipulated date of update. If we make material changes to these Terms of Service that affect the way you access or use our Sites, we will notify you specifically if required by law.

### EXCLUSION OF THIRD PARTY RIGHTS

- 43 A person who is not a party to your agreement with us shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce any of its terms.

### GOVERNING LAW AND JURISDICTION

- 44 These Terms of Service shall be governed by and construed in accordance with the laws of Singapore and shall be subject to the exclusive jurisdiction of the Courts of the Republic of Singapore.