



## Terms and Conditions

The Content Licence Application Form, these General Terms and Conditions and the Specific Terms and Conditions below together form the Content Licence Agreement (the “**Agreement**”), and constitute the entire agreement between the parties. Capitalised terms in these Terms and Conditions shall have the meaning ascribed to them in the Content Licence Application Form.

### General Terms and Conditions

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6. The Licensee shall immediately cease all dealings with, remove or take down any Content that SPH may from time to time notify the Licensee.
7. SPH does not make any warranties or representations of any kind relating to the Content and accepts no liability whatsoever arising directly or indirectly from the Content. In particular, SPH does not warrant that the Content will be free from error or uninterrupted but shall take such reasonable steps as soon as practicable to correct any errors or resume supply of the Content. SPH shall not be liable in any



circumstances for any indirect or consequential loss including loss (whether direct or indirect) of profits, anticipated savings, production, contracts, goodwill or business opportunities or economic loss, in connection with third party claims or otherwise. SPH's entire liability under this Agreement, regardless of the cause of action, shall be limited to the Fees paid by the Licensee.

8. The Licensee shall indemnify SPH against any damages, losses, expenses and costs suffered or incurred by SPH in relation to any claims arising out of or in connection with any changes made by the Licensee to the Content, the manner or form in which the Content is presented by the Licensee, or the Licensee's failure to cease dealing with the Content despite notification from SPH under Clause 6 above.
9. Upon SPH delivering to the Licensee high-resolution images of the Content, the Licensee shall be obliged to pay and SPH shall be entitled to receive the Fees regardless of whether the Licensee has used or will use the Content for the Purpose. Except as otherwise expressly provided in this Agreement, all Fees paid shall not be refundable. All Fees are payable within 30 days from invoice date.
10. This Agreement shall commence on the date of signature of the Content Licence Application Form by the Licensee and, unless terminated earlier in accordance with this Agreement, shall continue for the License Period. Where the box "*I wish for the licence to be automatically renewed upon expiry*" in the Content Licence Application Form is checked, this Agreement shall automatically renew upon expiry of the Licence Period for consecutive periods of 1 year each (each a "**Renewal Term**"), unless SPH receives from the Licensee written notice of intention not to renew at least 3 months before the expiry of the License Period or any renewal term. Automatic renewal shall be upon the same terms and conditions save that SPH shall be entitled to revise the Fees applicable to any Renewal Term by written notice to the Licensee served at least 3 months prior to the start of any Renewal Term. The Licensee shall be deemed to have accepted the revised Fees if it fails to serve any notice of intention not to renew this Agreement within the deadline stipulated above.
11. This Agreement may be terminated:
  - a. by either SPH or the Licensee forthwith by serving written notice on the other party in the event that the other party breaches any terms hereof and fails to remedy the breach within 7 days of written notice from the party not in breach requiring such remedy; and
  - b. by SPH forthwith at any time by serving written notice on the Licensee. Where the Agreement is terminated under this Clause 11(b), the Licensee shall be entitled to a refund of any Fees paid on a pro-rata basis based on the number of days of the Licence Period before termination.
12. Upon termination of this Agreement for any reason, the license granted by SPH to the Licensee shall cease with immediate effect, and the Licensee shall immediately cease all dealings with the Content, and shall remove or take down the Content from the Product.



13. Neither party shall be liable for any loss or any failure to perform any obligations hereunder by reason of any delay in the performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any circumstances beyond the control of that party including but not restricted to pandemics, acts of God, acts of the enemy, decrees or restraints by governmental or public authorities, terrorism, strikes, war, riots, insurrections, civil commotion, transmission and/or communications disruptions or failure and other causes of such nature.
14. A person or entity who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, 2001 to enforce any term of this Agreement.
15. These terms and conditions may be amended by SPH from time to time. Use of the Content after notification from SPH of the amendments shall constitute acceptance of the revised Terms and Conditions.
16. This Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.

### **Specific Terms and Conditions**

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