

## **Terms of Use**

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### **Evidence and Validity**

Information in the form of an electronic record shall be given legal effect, validity and enforceability.

JPPL and you expressly accept and agree that any and all information/data transmitted through and/or generated by Supplier Portal are final, conclusive and binding for all purposes and shall be relevant and admissible in evidence. JPPL and you further expressly agree that we shall not dispute the authority, accuracy and/or authenticity of any information/data (or any part thereof) on the ground that the information/data is transmitted and/or generated electronically.

The historical records of all the information/data transmitted through the Supplier Portal shall be sufficient evidence of any and all information/data between JPPL and you transmitted through Supplier Portal and/or generated by Supplier Portal. JPPL and you expressly accept the historical records as final and conclusive and binding for all purposes. JPPL and you expressly agree that all the historical records shall be relevant and admissible in evidence and that we shall not dispute the authority, accuracy and/or authenticity of the historical records (or any part thereof) on the ground that the historical records are generated, stored and/or maintained electronically.

## **Use of Information**

You hereby authorise JPPL to use in any manner all or any of the information supplied by you through Supplier Portal services.

## **Privacy Statement**

- (1) If you choose to make an application or submission for which you provide us with personally identifiable data, we may share necessary data with Government agencies, so as to serve you in a most efficient and effective way, or as requested by such agencies, unless such sharing is prohibited by law. We will NOT share your personal data with non-Government entities, except where such entities have been authorised to carry out specific services.
- (2) For your convenience, we may also display to you data you had previously supplied us. This will speed up the transaction and save you the trouble of repeating previous submissions. Should the data be out-of-date, please supply us the latest data. We will retain your personal data only as necessary for the effective delivery of services to you.
- (3) To safeguard your personal data, all electronic storage and transmission of personal data is secured with appropriate security technologies.
- (4) This site may contain links to other web sites whose data protection and privacy practices may differ from ours. We are not responsible for the content and privacy practices of these other web sites and encourage you to consult the privacy notices of those sites.

## **Availability**

JPPL may at its discretion, with or without prior notice, at any time suspend the operations of Supplier Portal or all or any part of Supplier Portal services temporarily whether for the purposes of updating, upgrading or system maintenance or otherwise.

## **System Configuration**

Supplier Portal is best viewed with Internet Explorer 9.

## **Links to other Web Sites**

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You hereby agree to indemnify and hold JPPL harmless against all damages, losses, expenses and costs (including legal costs) suffered or incurred by JPPL in connection with or arising from:

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- (2) any other party's access of this web site using your user id and/or login password, or
- (3) your breach of any of these Terms, or
- (4) any other party's breach of any of the Terms where such party was able to access this web site by using your user id and/or login password, or
- (5) your reliance upon any information, materials or data that you may have access to as a result of accessing this web site.

### **Miscellaneous**

The Terms constitute the entire and only agreement between JPPL and you, and supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to this web site. The Terms may be amended at any time by us from time to time without specific notice to you. The latest Terms will be posted on the web site, and you should review the Terms prior to using the web site.

The information and materials herein are subject to change (including, without limitation, modification, deletion or replacement thereof) without prior notice.

JPPL may suspend or terminate your access to your use of the online services at any time without prior notice and without assigning any reason.

### **Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the Singapore law.

### **Dispute resolution**

Unless otherwise agreed between the parties, any dispute or difference arising out of or in connection with any of these Terms or our web site shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre, for the time being in force which rules are deemed to be incorporated by reference to this clause.