

TERMS AND CONDITIONS FOR USE OF SIAC GATEWAY

The following terms and conditions (“**Terms and Conditions**”) apply to the use of SIAC Gateway (“**Gateway**”). When you click the "AGREE" button in the course of filing a case or when you otherwise access or use Gateway, such action signifies your acknowledgment and acceptance of these Terms and Conditions without the necessity of any further action on your part. If you are accessing Gateway in your personal capacity, these Terms and Conditions hold binding authority over you individually. If you are accessing and utilising Gateway and our services as a representative of a legal entity, you affirm, guarantee, and verify that you are authorised to represent that entity for the purposes of the use of Gateway, and your agreement to these Terms and Conditions are undertaken by you on behalf of the legal entity you represent, thereby binding the legal entity you represent to these Terms and Conditions.

1. SCOPE AND APPLICATION

- 1.1 The Singapore International Arbitration Centre (“**SIAC**”) is the operator of Gateway, accessible at [web address], which serves as a digital case management platform for the filing and management of cases at SIAC. These include arbitrations administered by SIAC, or cases where SIAC is required to perform a specific role.
- 1.2 These Terms and Conditions are applicable to your use of Gateway, along with any other websites and applications under the ownership or control of SIAC that refer to these Terms and Conditions. This encompasses all services provided through Gateway (referred to as “**Services**” and defined further below), regardless of whether you access it by way of personal computers or tablets, (referred to as “**Devices**”). Gateway encompasses all web pages linked to Gateway, including secondary and tertiary domain names and sub-domains.
- 1.3 By accessing, browsing and using Gateway, the users, both registered and invited (collectively referred to as the “**User**” or “**Users**”), are considered to have accepted these Terms and Conditions, as well as any additional terms associated with specific services provided by SIAC or on its behalf.
- 1.4 SIAC may from time to time update these Terms and Conditions, and will notify Users by posting the revised version on Gateway. Users are responsible for reviewing these Terms and Conditions regularly, and your access and use of Gateway after any such posting shall constitute your agreement and acceptance of such revised Terms and Conditions.
- 1.5 Our services may be subject to supplementary guidelines, including but not limited to any applicable SIAC Rules and Practice Notes. Such supplementary guidelines are hereby incorporated by reference, thereby constituting an integral component of the agreement between SIAC and Users pertaining to the provision of services rendered by Gateway.
- 1.6 If you have any questions about the Terms and Conditions or about accessing Gateway, please contact us at gateway-help@siac.org.sg.

2. GATEWAY SERVICES

- 2.1 The services provided by Gateway to Users ("**Services**"), include but are not limited to, the following:
- 2.1.1 Centralised digital access to information on cases at SIAC in which Users can view case information, filings, and receive updates in real time;
 - 2.1.2 Centralised storage and retrieval of case-related documents, sharing, and tracking of filings;
 - 2.1.3 Secure communication and document-sharing amongst SIAC, parties and a tribunal, or any of them;
 - 2.1.4 Collaboration on case matters between parties and a tribunal through a shared online platform;
 - 2.1.5 Furnishing of documents and informational resources on SIAC's dispute resolution services;
 - 2.1.6 Provision of relevant forms in respect of ongoing SIAC proceedings; and
 - 2.1.7 Multiple modes of payment.

3. USER COVENANTS

- 3.1 Access to Services shall necessitate registration, as determined by SIAC. Users are required to maintain the security and confidentiality of their Account and Password and are solely responsible for all activities carried out through the Account or resulting from the use of Gateway. To comply, Users shall:
- 3.1.1 Notify SIAC immediately if they suspect unauthorised use of their Password or any security breaches related to their Account;
 - 3.1.2 Ensure that they log out from their Account at the end of each visit to Gateway.
- 3.2 Subject to the stipulations set forth in these Terms and Conditions, SIAC extends to Users a limited, non-exclusive, non-transferable, and revocable license to access and use Gateway. This license is exclusively for the purpose of accessing and utilising Gateway. Users may engage with the relevant segments of Gateway or avail themselves of the Services, all within the context of services provided by SIAC.
- 3.3 Beyond these limitations as per the granted license, Users do not possess any entitlements to Gateway or its content, or any constituent part thereof. Additionally, Users shall not employ Gateway or its content for any purpose outside the elements set down in these Terms and Conditions. These Terms and Conditions do not bestow

any form of ownership or other proprietary rights or interests in Gateway or its content, or any element thereof, to any User.

- 3.4 In relation to any materials or documents downloaded from Gateway or obtained during the course of the provision of services by SIAC to Users, Users hereby affirm and undertake that the utilisation of said materials shall conform exclusively to the expressly authorised purposes delineated in Clause 3.2 hereinabove. In the absence of such authorised purposes, their use should be limited to facilitating the safeguarding and enforcement of Users' rights concerning any disputes in respect of which Users have availed of SIAC's services.
- 3.5 Users agree that the use of Gateway and its Services will not be for the purpose of undertaking any purpose that is unlawful or prohibited under any applicable law or these Terms and Conditions. Notwithstanding the foregoing, Users are prohibited from the following on a non-exhaustive basis:
 - 3.5.1 Violating the rights of others, including intellectual property rights, privacy rights, or any other legally protected rights;
 - 3.5.2 Attempting to gain unauthorised access to Gateway or any associated systems or data;
 - 3.5.3 Disrupting, damaging, or interfering with the proper functioning of Gateway or its services;
 - 3.5.4 Transmitting or distributing any harmful or malicious software, code, or content, including viruses or malware;
 - 3.5.5 Engaging in fraudulent or deceptive activities, including misrepresenting identity or intentions;
 - 3.5.6 Using Gateway for any commercial or promotional purposes without appropriate authorisation;
 - 3.5.7 Harassing, threatening, or intimidating other users or individuals through Gateway;
 - 3.5.8 Engaging in any behaviour that is offensive, discriminatory, or violates Gateway's community guidelines or policies;
 - 3.5.9 Sharing or distributing confidential or sensitive information without proper consent or authorisation;
 - 3.5.10 Breaching or attempting to breach the security of Gateway or otherwise engage in any unauthorised activities in respect of Gateway;

3.5.11 Attempting any unauthorised access to Gateway or engaging in activities amounting to probing or interference, or sending unsolicited emails to other Users or SIAC.

3.6 As a User can voluntarily upload any relevant content, and SIAC does not screen data uploaded; it is the User's responsibility to ensure that data uploaded to Gateway complies with cross-border data transfer requirements of their applicable jurisdiction. SIAC will ensure that privacy and security controls are established to safeguard Gateway.

4. PLATFORM CONTENT

4.1 Platform Content refers to any and all information, documents, data, files, messages, posts, texts, videos, photographs, images, methods, systems, designs, plans, techniques and/or any other works sent by the Users to SIAC through Gateway, by e-mail, or in any other way.

4.2 SIAC does not review, filter, pre-screen, monitor, or otherwise edit Platform Content posted, or otherwise made available to any other person, on or through Gateway; however, SIAC reserves the right (but assumes no obligation) to, at its sole discretion, refuse, filter out, pre-screen, edit or remove any Platform Content, in whole or part, that, does not comply with these Terms and Conditions, is illegal, or is otherwise undesirable or inappropriate.

4.3 Should any Users intend to file any complaints concerning any illegal, infringing, or inappropriate Platform Content displayed on Gateway, please contact us at [xxx] (marked "Attention: SIAC Gateway – Complaint on Platform Content").

5. USER DATA AND DATA PROTECTION

Users provide consent to SIAC for processing personal data and other information submitted through Gateway, as required to deliver the Services. For further insight into our data handling practices, please consult the SIAC Privacy Policy.

6. GATEWAY SECURITY

SIAC is committed to maintaining Gateway security through reasonable, industry-standard technical and organisational safeguards. These measures aim to prevent unauthorised access, use, or disclosure of User's data processed or stored on Gateway. Such safeguards encompass various aspects including personnel, facilities, hardware, software, access controls, monitoring, encryption of data in transit and at rest.

7. CHOICE OF LANGUAGE

While Gateway's general user interface, administrative features, and settings are in English, correspondences related to specific cases at SIAC will be conducted in the

language designated for the respective proceedings in accordance with the applicable rules and procedure.

8. OWNERSHIP AND INTELLECTUAL PROPERTY

SIAC retains all rights, including intellectual property rights, to Gateway, software, designs, documents, data, images, databases, text, graphics, logos, know-how, software code, the arrangement of content and other materials ("**Gateway IPR**"). Users are not authorised to modify the content or use the Gateway IPR for any public or commercial purpose or personal gain, including reproduction, display, public performance, distribution, marketing, or any other form of utilisation, without prior consent from SIAC.

Users maintain rights to their own data. Users are only granted a personal, non-exclusive, non-transferable right to access and use Gateway solely for accessing the Services as outlined above.

Users shall not misuse Gateway IPR, reverse engineer software, or engage in unlawful or fraudulent activities in connection with their use of Gateway and the Services.

9. INDEMNITY

9.1 Users shall defend, indemnify, and hold SIAC and each of its directors, officers, affiliates, associates or related entities, agents, representatives and employees including members of the SIAC Board, SIAC Court, the President, the Registrar, and members of the SIAC Secretariat (as each term is defined under the applicable SIAC Rules) ("**SIAC Parties**") harmless from any claims, actions, suits, losses, costs, liabilities, and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) arising from or related to the use of the Services or the Gateway, including but not limited to:

9.1.1 breach of these Terms and Conditions or the documents it incorporates by reference;

9.1.2 violation of any applicable law or the rights of a third party as a result of, or through, use of Gateway;

9.1.3 any allegation that any materials submitted or transmitted through Gateway or otherwise, in the course of utilisation of the Services, communications seeking SIAC's consent to activities or otherwise, infringe or otherwise violate the copyright, trademark, trade secret, or other intellectual property or other rights of any third party; or

9.1.4 any other activities in connection with the Services or Gateway.

10. LIMITATION OF LIABILITY

- 10.1 In addition to the exclusion of liability set out in applicable SIAC Rules (to the extent that such Rules are applicable), SIAC and each of its directors, officers, affiliates, associates or related entities, agents, representatives and employees including members of the SIAC Board, SIAC Court, the President, the Registrar, and members of the SIAC Secretariat, assumes no liability whatsoever for any loss or damage, or costs or expenses incurred by any User resulting from the use of Gateway or failure to adhere to these guidelines.
- 10.2 Users assume full responsibility for their use of Gateway. While SIAC is not obliged to actively oversee User's content, it retains the right to assess and eliminate any content it deems harmful to the security and integrity of Gateway in its sole discretion and with notice to the User.
- 10.3 To the fullest extent permitted by applicable law, SIAC shall not be liable for:
 - 10.3.1 Errors or inaccuracies in the content;
 - 10.3.2 Unauthorised access to or use of our servers and/or any personal information stored therein;
 - 10.3.3 Loss of data or content from Gateway;
 - 10.3.4 Errors or omissions in any content or for any loss or damage incurred due to User's use of any content posted, transmitted, or otherwise made available via Gateway;
 - 10.3.5 Disclosure of information as per these Terms and Conditions or the SIAC Privacy Policy;
 - 10.3.6 Any malfunctions, errors, crashes or other adverse events whether they are attributable to the User or not.
- 10.4 The User is encouraged to retain a back-up copy of all user content.
- 10.5 Under no circumstances will SIAC be liable or responsible in any way whatsoever for any Platform Content, including but not limited to any errors or omissions in any Platform Content, or for any loss, damage, cost, and/or expense of any kind that may be suffered or incurred by any Users as a result of their interactions with, reliance or use of any Platform Content, through, or on Gateway.
- 10.6 Without limiting any exclusions or disclaimers specifically provided for in these Terms and Conditions, to the fullest extent permitted under applicable law, SIAC's aggregate liability (whether under contract, tort, or otherwise) to any User for any direct loss, damage, costs and/or expenses suffered or incurred in connection with that User's access or use of Gateway and Services shall be limited to that User's actual direct loss, and in any case, not exceeding the amount of the e-filing fees paid by that User to SIAC for the relevant Services.

- 10.7 To the fullest extent as permitted under applicable law, SIAC shall not be liable or responsible in any way (whether under contract, tort, or otherwise) for any indirect losses, damage, costs and/or expenses (including but not limited to legal fees and expenses) of any character, nature or kind that may be incurred or suffered by any User arising from or in connection with access or use of Gateway.
- 10.8 SIAC is not responsible or liable for any and all infringing, threatening, defamatory, obscene, indecent, offensive, or illegal content or conduct of any other parties (including any other Users of Gateway) or any infringement of any other parties' rights (including intellectual property rights) by any other party (including any other Users of Gateway).

11. DISCLAIMER OF WARRANTIES

- 11.1 Users acknowledge and agree that the Services are provided on an "as is" and "as available" basis. SIAC expressly disclaims and makes no warranties, whether express, implied, statutory, or otherwise, regarding the functionality, features, access, information, contents, or use of Gateway.
- 11.2 To the fullest extent permitted by applicable law, SIAC makes no warranties or representations that the Services have been or will be provided with due skill, care, and diligence or concerning the availability, service levels, or up-time of Gateway, and SIAC assumes no responsibility for, including but not limited to:
- 11.2.1 the timeliness, deletion, mis-delivery, or failure of the provision of any functions or Services;
 - 11.2.2 errors, mistakes, or inaccuracies of any content;
 - 11.2.3 personal injury or property damage, of any nature whatsoever, resulting from access and use of the Services;
 - 11.2.4 any unauthorised access to or use of our servers and/or any and all personal information stored therein;
 - 11.2.5 any interruption or cessation of transmission to or from the Services;
 - 11.2.6 any bugs, viruses, trojan horses, or the like which may be transmitted to or through Gateway or through the actions of any third party;
 - 11.2.7 any loss of User data or content from Gateway; or
 - 11.2.8 any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services or Gateway.
- 11.3 Any material downloaded or otherwise obtained through the use of the Services is at User's own discretion and risk and the User will be solely responsible for any damage

to any computer systems or other devices or loss of data that results from the download of any such material.

- 11.4 SIAC will not be a party to or in any way be responsible for monitoring any transaction between Users and third-party providers of products or services. Users are solely responsible for all communications and interactions with other users of the Services and with other persons with whom any communication or interaction ensues as a result of the use of the Services and Gateway.
- 11.5 No advice or information, whether oral or written, obtained from SIAC or through or from the Services or Gateway shall create any warranty not expressly stated in these Terms and Conditions.
- 11.6 SIAC disclaims all guarantees or warranties that Gateway will be available and compatible with devices, or that access and use will be uninterrupted, secure, or free from defects or errors.

12. TERMINATION

These Terms and Conditions are effective upon User registration and apply throughout a User's engagement with, and use of Gateway. SIAC reserves the right to terminate User access in its sole discretion in the event of any breach of these Terms and Conditions.

13. GOVERNING LAW AND JURISDICTION

These Terms and Conditions, including the arbitration agreement below, are governed by the laws of Singapore, without regard to its conflict of laws principles. Any disputes arising out of or in connection with these Terms and Conditions, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by confidential *ad hoc* arbitration before a sole arbitrator. The seat of arbitration shall be Singapore.

14. MISCELLANEOUS PROVISIONS

14.1 FORCE MAJEURE

Neither SIAC nor any User shall be liable to the other if, and to the extent that, the performance or delay in performance of any of its obligations under these Terms and Conditions is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such party, including but not limited to, Government legislation, fires, floods, explosions, epidemics, accidents, acts of God, wars, riots, strikes, lockouts, acts of Government, hacking, changes in law, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

14.2 SEVERABILITY

If at any time any provision of these Terms and Conditions is or becomes adjudicated by any court of competent jurisdiction or public authority to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this shall not affect or impair the legality, validity or enforceability of any other provision of this Terms and Conditions.

14.3 WAIVER

SIAC will not be considered to have waived any of the rights or remedies described in these Terms and Conditions unless the waiver is in writing and executed by SIAC. No delay or omission by SIAC in exercising SIAC's rights or remedies will impair, or be construed as a waiver of such rights or remedies. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. SIAC's failure to enforce the strict performance of any provision of these Terms and Conditions will not constitute a waiver of SIAC's right to subsequently enforce such provision or any other provisions of these Terms and Conditions.

14.4 THIRD PARTY RIGHTS

Any person who is not a party to these Terms and Conditions shall have no right to enforce any of the provisions of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 2001 or any laws (whether statute, common law or otherwise) applicable to the rights of third party in contracts under the applicable law of any other jurisdictions. For any rights conferred on third parties by these Terms and Conditions, their consent is not required to rescind or vary these Terms and Conditions.

14.5 PARTIES' RELATIONSHIP

Nothing under these Terms and Conditions shall be construed or operate to create any business association, business affiliation, partnership, joint venture, principal-agent, employer-employee, trustee-fiduciary relationship or any other equivalent or similar relationships. Neither party shall have the right or authority or power to bind, or hold out to represent, the other party.

14.6 HELP DESK

SIAC will offer assistance to Users during regular business hours (Monday to Friday, SGT 09:00 to 18:00, excluding public holidays) through a helpdesk service. The helpdesk will address User enquiries related to Gateway and provide support for *ad hoc* service requests.