



## Terms & Conditions Of Use

This is Lockton Companies (Singapore) Pte Ltd's on-line web portal (referred to as the "Portal") for the sole and exclusive use of the Singapore Law Practices in respect of the Law Society of Singapore Compulsory Professional Indemnity Insurance Scheme (referred to as the Scheme Insurance).

The Portal is intended to *inter alia* facilitate your application for Scheme Insurance, and to enable you to notify claims or circumstances, which may give rise to claims under the Scheme Insurance Policy.

By accessing and using the Portal, you shall be deemed to have accepted to be legally bound by these Terms & Conditions of Use.

### A. General

These Terms & Conditions of Use may be changed from time to time. Changes will be posted on this page and your use of the Portal after such changes have been posted will constitute your agreement to the modified Terms & Conditions of Use and all of the changes.

### B. Permission To Use The Portal

- 1) Only the Practitioner(s) and/or Administrative Staff designated by you and to whom we have given User Id and Password (referred to as "Authorised Users") are permitted to use the Portal for the following purposes:
  - i. Practitioner(s) and/or Administrative Staff
    - a) to apply for Insurance under the Scheme
    - b) to view all the details of your Law Practice you have provided in connection with your application for Insurance
    - c) to update staff movement and other relevant changes during the course of the insurance period
    - d) to download and/or print any document from the Portal for your own record and/or submission to us
  - ii. Practitioner(s) Only
    - a) to give notice of claims/circumstances as provided in the Scheme Insurance Policy
    - b) to monitor the status of your notification(s)
    - c) to download or print any document from the Portal for your own record and/or submission to us
- 2) Should any of the Authorised Users act in breach of these Terms & Conditions of Use, the authority given to that Authorised User will be terminated.



### **C. Your Obligations**

- 1) You will not permit anyone other than your Authorised Users to access the Portal.
- 2) You shall ensure that your Authorised Users do not disclose their User Id or Password to any one and will keep the same confidential and inaccessible to third parties.
- 3) You will and you will ensure that that your Authorised Users will comply with these Terms and Conditions of Use and our instructions from time to time.
- 4) You are responsible for the truth and accuracy of the information relating to your Law Practice on the Portal. You will and you will ensure that all relevant information including updates are promptly provided for our requisite action.
- 5) You shall not attempt to duplicate, modify, disclose or distribute the whole or any part of the Portal (save that you shall be entitled to download certain documents from time to time).
- 6) You shall not attempt to obtain, or assist others in obtaining access to the Portal other than in accordance with our instructions from time to time.
- 7) You shall notify us immediately if you require us to delete a User Id and/or Password and/or change any permissions associated with that User Id and/or Password.
- 8) You will make all arrangements necessary for you to have access to the Portal. You are responsible for configuring your information technology, computer programmes and other equipment to access the Portal. You should use your own virus protection software at all times.

### **D. Intellectual Property Rights**

We are the owners and/or licensees of all intellectual property rights in the Portal, which are protected by law. All such rights are reserved.

### **E. Our Obligations**

- 1) We will use reasonable endeavours to ensure that access to the Portal is provided without interruption and that the Portal Services are provided continuously but in either such case we cannot guarantee this. We shall notify you of any planned downtime.
- 2) We will take reasonable steps to ensure that the Portal is virus-free but we cannot guarantee it.

### **F. Portal Changes**

We aim to update the Portal regularly. If the need arises, we may suspend access to the Portal, or close it indefinitely. We will give you reasonable notice of the same. We will use reasonable endeavours to ensure that the information on the Portal is accurate and up to date.



## **G. Our Liability**

- 1) Your access to the Portal is provided free of charge. You agree that the limitations and exclusions of liability set out in these Terms & Conditions of Use are reasonable in the circumstances.
- 2) To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
  - i) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
  - ii) Any liability for any direct, indirect or consequential loss or damage incurred by you and/or any user in connection with our Portal or in connection with the use, inability to use, or results of the use of our Portal and any materials on the Portal, including, without limitation any liability for:
    - a) loss of income or revenue;
    - b) loss of business;
    - c) loss of profits or contracts;
    - d) loss of anticipated savings;
    - e) loss of data;
    - f) loss of goodwill;
    - g) wasted management or office time; and
    - h) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 3) Under this paragraph, our liability includes that of any company in our group and our and their respective agents, employees and sub-contractors. "You" includes any other party claiming through you and loss or damage includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the use of the Portal and/or Portal Service whether under these Terms & Conditions of Use or any other agreement or in consequence of any misrepresentation, misstatement or tortious act or omission, including negligence.
- 4) We shall have no liability to you under these Terms & Conditions of Use or under any other agreement if we are prevented from or delayed in performing our obligations or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, theft, civil commotion, malicious



damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

#### **H. Termination**

- 1) We shall be entitled to terminate the Portal immediately should we be required by law or The Law Society of Singapore.
- 2) On termination of the Portal for any reason:
  - a) all permissions granted for use of the Portal shall terminate immediately;
  - b) termination shall not affect or prejudice our or your accrued rights as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

#### **I. Governing Law & Jurisdiction**

- 1) These Terms & Conditions of Use shall be governed and construed in accordance with the laws of the Republic of Singapore.
- 2) Any dispute arising out of or in connection with these Terms & Conditions of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Tribunal shall consist of one (1) arbitrator, and the language of the arbitration shall be English.