

Terms & Conditions

1. Definitions & Interpretation

1.1. In these Terms & Conditions, the following words and terms shall have the following meanings unless the context otherwise requires.

“Amendment” means any proposed amendment or revision of any Insertion submitted to EP for publication.

“Advertising Contract” means any advertising contract between the Client and EP.

“Agency” means any of the advertising agencies specified in any Advertising Contract and such other person appointed by the Client in addition thereto or place thereof in accordance with the terms of any Advertising Contract.

“Business Day” means any day other than a Saturday, Sunday or public holiday in Singapore

“Cancellation” means the cancellation of any Reservation (including a Fall – Back Reservation)

“Cancellation Dateline” in relation to any Cancellation means the time stipulated in the Cancellation Deadline Notice current or applicable at the time when the Cancellation is submitted to EP as the time by which that Cancellation must be submitted to EP.

“Cancellation Deadline Notice” in relation to any Cancellation means the notice of EP to the Client or any Agency specifying the time by which Cancellation (s) must be submitted to EP.

“Client” means the person named as ‘Client’ in any Advertising Contract.

“Condition” means a term or condition of any Advertising Contract

“Copy Deadline” in relation to any Insertion or Amendment means the time stipulated in the Copy Deadline Notice current or applicable at the time when that Insertion or Amendment is submitted to EP as the time by which a copy of that Insertion or Amendment must be submitted to EP.

“Copy Deadline Notice” in relation to any Insertion or Amendment means the Notice of EP to the Client or Agency specifying the time by which a copy thereof must be submitted to EP for the purpose of publication.

“Copy Deadline Surcharge Notice” means the notice of EP to the Client or any Agency setting out the amount of surcharge(s) for failure of the Client to meet the Copy Deadline in relation to any Insertion or Amendment.

“Designated Address” in relation to any Cancellation or any copy of any Insertion or Amendment to be submitted by the Client to EP means the address designated by EP for the submission of the same to EP.

“EP” means The Edge Property Pte Ltd, and/or its related entities affiliates and/or subsidiaries, as the context suggests. “EP Site” means any website owned and operated by The Edge Property Pte Ltd and its related entities, affiliates and subsidiaries.

“Insertion” means any display, supplement, feature, recruitment, notices or classified advertisement with respect to the Client and / or the Client and/or the Client’s business, operations, products and / or services.

“Person” means any natural person, firm or body corporate.

“Photograph” shall include drawing, chart, graph, and other artwork.

“Publication” means any of the publication specified in any Advertising Contract, including the internet editions of such publications as EP may determine from time to time.

“Reservation” means a reservation of space in any edition of any Publication for the publication of an Insertion in such edition.

“Scheduled Insertion Date” in relation to any Insertion means the date of the edition of a Publication specified by the Client for publication of that Insertion provided that where any edition is published with respect to any period and does not bear any specific date, the Scheduled Insertion Date shall be the first day of that period.

“Specified Budget” means the amount stated in any Advertising Contract as the “Specified Budget”.

“Specified Period” means the period stated in any Advertising Contract as the “Specified Period”.

“Specified Rate” in relation to the publication of any Insertion in any Publication means EP’s rate, subject to Goods & Services Tax (GST), for the publication of that Insertion in that Publication current or applicable at the time when such Insertion is published.

- 1.2. Unless the context otherwise requires or permits, references to a singular number or entity shall include references to the plural number or entity and vice versa; and words denoting any gender shall include all genders.
- 1.3. The headings of these Conditions are to facilitate references and shall not affect or influence in any way the construction of any of the Conditions.

2. Agency

- 2.1. The Agency shall act as the Client’s agent:
 - 2.1.1. with respect to all matters regarding Insertions placed or to be placed during the Specified Period in any Publication, including but not limited to the content, size and all other specifications thereof, date(s) of publication, the submission of copies of Insertions or Amendments and the rate or charges therefore; and
 - 2.1.2. for the receipt of notices and other communications from EP; and the instruction, direction or agreement of the Agency with respect to any such matter shall constitute the instruction, direction or agreement, as the case may be, of the Client and any notice or communication given or sent by EP to Agency shall be regarded as a notice or communication given or sent to the Client
- 2.2. The Client shall ratify all statements or actions of the Agency which purport to have been made or taken by the Agency on behalf of the Client.
- 2.3. The Client shall not without the prior written consent of EP:
 - 2.3.1. terminate the appointment of any Agency during the Specified Period without appointing any other agency which is at that time an advertising agency accredited or approved by EP to act as its agent in place thereof; or
 - 2.3.2. appoint any other person as its agent whether in addition to or in replacement of any Agency who is not at that time an advertising agency accredited or approved by EP.
- 2.4. EP shall be entitled to refuse to deal with or act on any request, instructions or notice of any person acting as an agent of the Client who is not an Agency or is not an advertising agency accredited or approved by EP.
- 2.5. In the event that EP receives contradictory or inconsistent requests, instructions or notices with respect to any matter from the Client and an Agency or from more than one Agency purporting to act on behalf of the Client, EP shall be entitled to rely upon and act on any of those request, instructions, or notices to the exclusion of the others and/or to deal with only the Client or one of those Agencies with respect to that matter.

3. Reservations/Confirmation or Reservations

- 3.1. All Reservations shall be made only by the Client itself or through an Agency.
- 3.2. Each Reservation shall specify the date of publication of the Insertion, the Publication in which the insertion is to be published, the size and colour of the Insertion and the page or position in the Publication where the Insertion is to be published. EP may, at its absolute discretion, allow a Client to be put on a waiting list for a “Stand-By Reservation” (for a certain date of publication, page, size, position and/or other variable, etc.) which is unavailable at the moment, while also assigning the Client a “Fall-Back Reservation”. In the event that the Client is not allocated the Stand-By Reservation by EP, the Fall-Back Reservation shall for all intents and purposes be the Client’s Reservation. In the event that the Client is allocated the Stand-By Reservation by EP, this shall for all intents and purposes be the Client’s Reservation upon the said allocation.
- 3.3. Nothing in any Advertising Contract shall be construed to impose upon EP any obligation to accept any Reservation.
- 3.4. EP shall have no obligation whatsoever in respect of any Reservation which EP before the Copy Deadline for that Reservation notifies the Client or its Agency that it is unable to accept or act upon.

- 3.5. Any Reservation made shall not be revised or amended in any way by the Client or the Agency on behalf of the Client except with the prior written consent of EP or in accordance with Condition 8.1. No Reservation shall be cancelled or withdrawn except in accordance with the terms of any Advertising Contract or with the prior written consent of EP.
- 3.6. Where reservations are made for advertisements to appear on a specified date, the Client must confirm the booking within 7 working days from the date of reservation if the insertion date is more than 30 days from the date of reservation. If the confirmation is not made on time, reservation shall be cancelled and EP shall free the reserved space to any other interested advertiser.

4. Cancellation

- 4.1. In the event that the Client wishes to effect a Cancellation (which, for the avoidance of doubt, includes the Cancellation of a Fall-Back Reservation), the Client shall submit to EP at the Designated Address a written request therefor by the Cancellation Deadline, provided always that the Client shall not be entitled to cancel any Reservation for Insertions that EP has designated as non-cancellable due to the position of the Insertion or otherwise.
- 4.2. In the event that the Client fails to meet the Cancellation Deadline in relation to any Cancellation, EP shall be entitled, at EP's discretion, to ignore the Cancellation entirely or with respect to any part thereof.
- 4.3. In the event that any Cancellation is received after the Cancellation Deadline and acted upon by EP, EP shall be entitled to charge the Client a cancellation charge which shall be an amount equal to the total sum which would have been payable by the Client to EP under any Advertising Contract for the publication of the Insertion to which the Cancellation relates.
- 4.4. EP shall be entitled to revise and amend from time to time the contents of any Cancellation Deadline Notice by giving notice thereof to any Agency or the Client.
- 4.5. In the event that the Client attempts to effect a Cancellation of any Reservation for Insertions that EP has designated as non-cancellable, EP shall be entitled to charge the Client a cancellation charge equal to the total sum which would have been payable by the Client to EP under any Advertising Contract for the publication of the Insertion to which the Cancellation relates, and EP shall also be entitled, at EP discretion to either ignore the said Cancellation or act on the said Cancellation.

5. Copy Deadlines and Insertions

- 5.1. The Client shall submit to EP at the Designated Address a copy initialled by the Client or an Agency;
 - 5.1.1. of every Insertion corresponding in every aspect to the Insertion intended to be published; and
 - 5.1.2. of each Amendment setting out exactly the manner in which the Insertion to which the Amendment relates is proposed to be amended or revised by the Copy Deadline relating thereto unless the Reservation in respect thereof has been cancelled in accordance with the terms of the Advertising Contract.
- 5.2. EP shall be entitled (but not obliged) to:
 - 5.2.1. regard any initial appearing on any copy of any Insertion as the initial of the Client or an Agency in the absence of any indication to the contrary in such copy;
 - 5.2.2. treat any copy of any Insertion submitted to EP as corresponding in every aspect to the Insertion intended to be published; and
 - 5.2.3. disregard and ignore any Amendment which does not set out exactly the manner in which the Insertion to which the Amendment relates is proposed to be revised.
- 5.3. In the event that the Client fails to fully comply with Condition 5.1 by the Copy Deadline in relation to any Insertion, EP shall be entitled to charge the Client for the entire space reserved for that Insertion as if such Insertion had been published in its entirety in the edition of the Publication reserved by the Reservation for that Insertion notwithstanding that space or any part thereof may have been re-sold and/or otherwise used by EP.
- 5.4. In the event that the Client fails to fully comply with Condition 5.1 by the Copy Deadline in relation to any Amendment, EP shall be entitled to ignore that Amendment and to publish the Insertion without that Amendment.
- 5.5. In the event that:
 - 5.5.1. any Insertion is published in the Publication notwithstanding the failure of the Client to fully comply with Condition 5.1 by the Copy Deadline with respect to that Insertion; or

5.5.2. any Insertion is published incorporating any Amendment notwithstanding the failure of the Client to fully comply with Condition 5.1 by the Copy Deadline with respect to that Amendment,

EP shall be entitled to charge the Client a surcharge of the amount (s) in respect thereof stipulated in the Copy Deadline Surcharge Notice current or applicable at that time.

5.6. If in the opinion of EP:

5.6.1. the publication of any Insertion or Amendment would by reason of any of the contents thereof (including any design, photograph, text or statement therein);

- a) infringe the intellectual property or other rights of any person; or
- b) constitute a libel of any person; or
- c) offend public standards of, morality or decency; or
- d) offend racial or religious sensitivities; or
- e) violate any law in Singapore or any jurisdiction in which the same would be published; or
- f) be contrary to any policies of EP; or

5.6.2. any consent or approval required to be obtained for the publication of any Insertion or Amendment or the use of any design, photograph or material in any Insertion or Amendment has not been obtained; or

5.6.3. the copy of the Insertion or Amendment submitted to EP has not been initialled by the Client or an Agency,

EP shall be entitled, at its absolute discretion, to:

- a) refuse to accept any copy of any Insertion or Amendment and/or to publish any Insertion or Amendment; or
- b) require that the Client make such revision or modification to the form and/or content of the Insertion or Amendment by a deadline specified by EP before it publishes the Insertion or Amendment, with such revision or modification; or
- c) edit, revise, re-arrange, amend or modify the form and / or content of the Insertion on its own accord and in such manner as it considers appropriate before it publishes the Insertion or Amendment.

5.7. In any case where EP refuses to accept any copy of any Insertion or Amendment pursuant to Condition 5.6, EP shall be entitled to cancel the Reservation with respect to the relevant Insertion at any time and decline to publish the same.

5.8. EP reserves the right to insert the word "Advertisement" on any Insertion which contains any editorial format or editorial text, where appropriate.

5.9. EP shall be entitled to revise and amend from time to time the contents of any Copy Deadline Notice and Copy Deadline Surcharge Notice by giving notice thereof to any Agency or the Client.

6. Rates and Payment

6.1. The Client shall pay EP for each Insertion published in an edition of any Publication the Specified Rate with respect thereto subject to such discount, reductions, rebate, privileges or concessions, if any, as EP may agree in writing to grant the Client. For the avoidance of doubt, the applicable Specified Rate is that which is current at the time when the Insertion is published, and the Specified Rate is not guaranteed prior to such publication.

6.2. EP may bill or invoice the Client or any Agency with respect to any sum payable by the Client under any Advertising Contract. Notwithstanding that any Agency has been billed or invoiced with respect to any amount due from the Client under any Advertising Contract, the Client shall nevertheless remain liable to EP for the payment of that amount unless and until that Agency has made full payment thereof to EP.

6.3. Subject to Condition 6.7 and any contrary payment term under any applicable Advertising Contract, any and all amounts charged by EP or amounts due from the Client to EP under any Advertising Contract shall be paid by the Client not later than thirty (30) days after the date of the invoice or statement from EP relating thereto.

6.4. Where EP has agreed in writing to charge the Client based on any rate specified in any currency other than Singapore Dollars, EP may bill or invoice the Client in Singapore Dollars with respect to any such charge, applying the rate of exchange determined by EP in good faith to be the prevailing rate of exchange at the time of the publication of the Insertion in relation to which such charge was incurred or as at the date of EP's invoice or statement with respect to such charge, as may be selected by EP, and the Client shall pay EP the amount in Singapore Dollars stated to be due in any such invoice or statement.

6.5. EP shall be entitled to appropriate in any order it chooses and with respect to any sum stated in any invoice or statement due to EP, as selected by EP, any payment received from or for the account or on behalf of the Client, notwithstanding any specific appropriation to the contrary by the Client or the person making such payment.

- 6.6. Notwithstanding anything to the contrary, if any sum due remains unpaid after the expiry of the period provided in Condition 6.3 for payment thereof, all sums stated to be due to EP from the Client in any invoice or statement of EP (whether issued before or after the expiry of that period) shall become immediately due and payable by the Client to EP as from the date of such invoice or statement.
- 6.7. The Client or the Agency undertakes to verify the correctness of each invoice received from EP and to inform EP within one (1) week from the receipt thereof any discrepancies, omissions, inaccuracies or incorrect entries in the invoice and that at the end of the said period of one (1) week the said invoice shall be conclusive evidence without further proof that the invoice is and entries therein are correct (except as to any alleged errors so notified) and EP shall be free from all claims in respect of the invoice except as provided above.
- 6.8. EP shall be entitled to set, revise and amend from time to time the Specified Rates, and the terms relating thereto, with respect to the publication of Insertions in Publications by giving notice thereof to any Agency or the Client.
- 6.9. All charges of EP for publication of Insertions or any other services or materials are exclusive of taxes, including Singapore Goods and Services Tax ("GST") and other applicable taxes whether imposed by the tax authorities of Singapore or elsewhere. The Client shall pay such additional amounts as may be necessary in order that, after deduction on account of any tax, assessment or other government charge imposed upon or as a result of such payment, every payment to EP shall not be less than the Specified Rates.

7. Measurement and Quality

- 7.1. All insertions must comply with the size and other specifications of EP which may vary from time to time at EP's sole discretion. Insertion space will be measured in accordance with the "head to foot" rule used by EP.
- 7.2. All calculations of sizes are based on unit centimetre height by column width. All fractions of a centimetre will be treated as a full centimetre.
- 7.3. EP shall not be responsible or liable for any deficiency in the quality of reproduction of any design or photograph in the publication of any Insertion in any Publication in the event that the designs, photographs and materials provided to EP for the purpose do not meet the standards and requirements stipulated by EP.
- 7.4. In the event that the Client is dissatisfied with the production quality of any Insertion the Client shall lodge a formal complaint with EP within seven (7) days of publication after which no complaint will be entertained. Also a full set of publication must be submitted.

8. Re-scheduling, repositioning and re-publication

- 8.1. The Client may re-schedule the Scheduled Insertion Date once with respect to any Insertion which is the subject of a Reservation provided that:
 - 8.1.1. Written notice thereof is given to EP at Designated Address
 - a) not less than seven (7) business days before the original Scheduled Insertion Date; and
 - b) the re-scheduled date shall not extend beyond forty-five (45) business days from the original Scheduled Insertion Date; and
 - c) where any Scheduled Insertion Date with respect to any Insertion has been re-scheduled under this Condition, the Reservation with respect to that Insertion shall subsequently not be cancellable by the Client.
- 8.2. Notwithstanding that EP may have accepted a Reservation with respect to any Insertion in any edition of any Publication, in the event that publication of that edition of the Publication is delayed or deferred, or ceases, for any reason whatsoever or in the event that EP considers that it is impractical to publish the Insertion in that edition of the Publication or in any page of that edition and/or of the size specified by the Client given the prevailing constraints and/or any change of circumstances, EP shall be entitled to:
 - 8.2.1. postpone or re-schedule the publication of that Insertion and any such postponement or rescheduling shall not affect the obligations of the Client to pay for the publication of the Insertion at the rate(s) applicable if that Insertion had been published on schedule;
 - 8.2.2. reposition any Insertion to another page or section of the Publication; and/or
 - 8.2.3. publish the Insertion in an alternative publication belonging to EP (including any internet edition of such alternative publication).

Under no circumstances shall EP be liable to the Client for any liability, damages, losses, costs or expenses incurred by the Client arising from or in connection with such postponement or re-scheduling of the publication or repositioning of any Insertion, or the publication of the Insertion in an alternative publication of EP.

- 8.3. EP may at its sole and absolute discretion and at no additional fees or charges to the Client, reproduce, display and re-publish any Insertion (or part thereof) which has been published in a Publication, on any other publications of EP or on any EP sites ("Re-Publication") pursuant to its rights under Condition 10.7 Notwithstanding the foregoing, EP reserves the right to impose any applicable fees or charges for any Re-Publication, if such Re-Publication is separately agreed to in writing between EP and the Client.

9. Client's Warranties and Indemnities

- 9.1. In relation to every copy of any Insertion or Amendment submitted to EP, the Client shall be deemed to have represented and warranted to EP as follows:
- 9.1.1. that it and its Agencies have obtained the necessary licenses, consents, permissions and other approvals from all authorities and persons (including all proprietors and licensees of the intellectual property therein) to use and publish in any edition of any Publication in which that Insertion or Amendment is published all the designs, photographs, names, representations and statements contained in that Insertion or Amendment;
 - 9.1.2. that all designs, photographs and materials delivered to EP for the publication of any Insertion are the property of the Client or have been delivered with the consent of the owner thereof; and
 - 9.1.3. that the publication of that Insertion and that Amendment in any edition of any Publication would not:
 - a) infringe any intellectual property or other rights of any person anywhere;
 - b) constitute a libel or slander of any person anywhere; and
 - c) violate the laws of Singapore or any jurisdiction in which it is to be published.
- 9.2. The Client shall at all times indemnify EP and all its subsidiaries, contractors, agents and employees fully from and in respect of any and all liabilities, losses and expenses incurred by EP or any of its contractors, agents and employees caused by or arising from:
- 9.2.1. any breach of any of the obligation and warranties of the Client under any Agreement; or
 - 9.2.2. any claim, action or proceeding against EP or any of its contractors, agents and employees by any person;
 - a) for defamation or infringement of any rights of such person by reason of the publication by EP of any Insertion or any Amendment or of any retraction or apology of EP or the Client with respect to any matter contained in any such Insertion; or
 - b) to recover any amount with respect to the damage, destruction or loss of any design, photographs or materials delivered to EP for the publication of any Insertion
- 9.3. In the event that any claim or allegation is made by any person that any Insertion published in any edition of any Publication is defamatory of or any infringes in any way any right of that person or any other person, EP shall be entitled to publish an apology or retraction in any subsequent edition of that Publication in such form and terms as it considers appropriate and/or enter into any compromise or settlement agreement with such person without incurring any liability to the Client or any of the Agencies and without affecting the Client's obligations in Condition 9.2 and the Client shall not in such case make any claim whatsoever against EP with respect to any such apology, retraction, compromise or settlement and shall procure that all the Agencies refrain from making any such claim against EP.
- 9.4. The Client hereby waives all rights whatsoever against EP in relation to any advertisement that may be published by EP in any of EP's publications, including but not limited to where such advertisement is placed by a competitor of the products or services being advertised by the Client ("Products") and where such advertisement makes reference directly or indirectly to the Products.

10. Materials

- 10.1. EP shall not in any circumstances assume the risk of loss, damage or destruction of any and all designs, photographs and materials delivered to EP or its servants or agents by or for the Client or any Agency, the risk of which shall always remain with the Client who shall adequately insure the same at all times whilst they remain in the possession of EP or its servant or agents against such loss, damage or destruction and EP shall have no liability whatsoever in respect of any such loss, damage or destruction.
- 10.2. EP shall be entitled to destroy any of the materials which remain in the custody of EP after publication.
- 10.3. Where EP produces any EP Advertising Material (as defined below) for use by the Client in an Insertion in a Publication, the Client hereby agrees and undertakes as follows:
- 10.3.1. all rights including all copyright in EP Advertising Material (which shall mean all materials which EP creates or produces for the Client, except for the Client's own copyright work that is incorporated into the said material created or produced) shall vest exclusively in EP, regardless of whether or not the Client had paid for EP Advertising Material and the Client shall not use and / or reproduce EP Advertising Material in any other publication or form, in any media whatsoever, without the prior written consent of EP.
 - 10.3.2. any consent given by EP pursuant to sub-paragraph 10.3.1 above shall be subject further to the following terms, and such other terms as may be agreed upon between EP and the Client;
 - a) a fee as stipulated by EP shall be payable by the Client; and
 - b) the EP Advertising Material must first have been published in the Publication before its use and/or reproduction in any other publication, website or form, in any media; and

- c) nothing shall prevent EP from using and/or reproducing the EP Advertising Material in any publication, website or form, or in any media whatsoever.

10.4. All materials that are received from the Client via electronic transmission ("E-Materials") shall be further subject to the following terms and conditions:

- 10.4.1. E-Materials must comply with EP specifications otherwise EP shall not be liable whatsoever for any reproduction problem that might arise with non-conforming E-Materials; and
- 10.4.2. all E-Materials shall be considered the final version notwithstanding that hard copies which are faxed or delivered are different from the E-Material version. For the avoidance of doubt, the Client is wholly responsible for sending to EP via electronic transmission the correct and accurate final version of the material and/or Insertion and/or Amendment to be published; and
- 10.4.3. a handling charge*, at rates to be determined by EP from time to time, shall be charged for all materials that are not E-materials sent to EP.

10.5. Notwithstanding anything to the contrary herein, the Client/Agency is solely responsible for ensuring that EP has received all Amendments that it has sent, whether or not via electronic transmission. An Amendment would only be deemed duly received by EP where EP has acknowledged receipt of that particular Amendment. Under no circumstances will EP be liable to the Client/Agency in any way for any liability that may arise for not using Amendments that EP has not acknowledged receipt of.

10.6. In respect of any Reservation, where no Amendment is involved but where there is any discrepancy or difference (eg. in the size and/or colour) between the booking instruction submitted to EP, and the advertisement material instruction (or any other material), relating to the same Insertion, which is submitted to EP, EP reserves the right and is entitled to determine which instruction or material to follow or use for the Insertion. In such circumstances, EP shall not be liable to the Client in any way for any liability that may arise from EP's choice of instruction or material.

10.7. In respect of Insertions that have been or will be published in a Publication, the Client hereby

- 10.7.1. grants to EP an irrevocable, perpetual and royalty-free licence; and/or
- 10.7.2. agrees to clear all necessary right to enable EP, to use and reproduce, at no additional charge, such Insertion, in whole or in part, and to resize, translate or in any other way modify the said Insertion for:
 - a) display and publication on any other publications of EP or on EP sites, or
 - b) for EP's marketing and promotional purposes.

11. Termination

11.1. EP may terminate any Advertising Contract at any time by giving the Client not less than fourteen (14) days' advance written notice thereof.

11.2. Either party shall be entitled to terminate any Advertising Contract forthwith upon the occurrence of one or more of the events in relation to the other:

- 11.2.1. the other party enters into any composition or arrangement with its creditors or has a receiver appointed over any of its assets or is the subject of any resolution or partition for winding up or judicial management (other than for the purpose of amalgamation or reconstruction);
- 11.2.2. the other party ceases or threatens to cease carrying on business;
- 11.2.3. the other party fails to pay any sum due under any Advertising Contract to the party seeking to terminate any Advertising Contract after the expiry of thirty (30) days after notice requiring payment thereof has been served on the other party; or
- 11.2.4. the other party commits a breach of any Condition and fails to fully rectify and remedy the effects of such breach (if capable of rectification) within fourteen (14) days of service of a notice in writing requiring the other party to rectify and remedy such breach.

11.3. Any termination of any Advertising Contract shall be without prejudice to any rights (whether accrued or otherwise) which either party may have against the other arising out of or connected with any Advertising Contract and shall not affect the obligations of the parties with respect to Reservations received and accepted by EP prior to the termination and the provisions of any Advertising Contract shall continue to apply with respect to those Reservations provided that EP may in such event by written notice to the Client or any Agency treat all subsisting Reservations as having been cancelled by the Client upon termination.

12. Notices

- 12.1. All notices, demands or other communications required or permitted to be given or made hereunder to the Client may be delivered personally or sent by prepaid registered post or despatched by facsimile transmission to the Client or any Agency to the address or facsimile transmission number stated in any Advertising Contract or to such other address or number as may be notified to EP by the Client or Agency. Any notice, demand or communication so addressed and despatched shall be deemed to have been duly served forty-eight (48) hours after posting if given or made by letter to or from an address within the country of despatch, seven (7) days after posting if given or made by letter to or from an address outside the country of despatch, and immediately, if despatched by facsimile transmission.
- 12.2. In proving service it shall be sufficient to prove that personal delivery was made, or that such notice, demand or other communication was properly addressed, stamped or posted or in the case of a facsimile message that an activity or other report from EP's facsimile machine can be produced in respect of the notice, demand or other communication showing the recipient's facsimile number and the number of pages transmitted.
- 12.3. Notwithstanding any other term in this Agreement, EP may from time to time at its discretion send to the Client or Agency invoices and statements by electronic means, at the transmission address notified to EP by the Client or Agency, whether in addition to or in lieu of any other mode of transmission, and the Client and the Agency shall accept such electronic transmission as valid and binding.

13. General

- 13.1. Whilst EP shall use reasonable care in processing every Reservation, Insertion and Amendment, it shall not in any circumstances whatsoever be liable in any way for any loss or expense incurred or suffered by the Client by reason of any error in an advertisement published or for any omission in publishing.
- 13.2. It is the responsibility of the Client to verify the accuracy of its published advertisement and where, for whatever reason, an advertisement is published with an error in it, the Client is responsible for informing EP of the error prior to the advertisement being repeated. EP must be notified of errors in published advertisements on the day of publication or the following working day at the latest, failing which no complaint will be entertained.
- 13.3. EP shall not be liable to the Client or any Agency for any delay or default in performance of its obligations under this Advertising Contract caused by any event or occurrence beyond EP's reasonable control including but not limited to acts of God, natural disasters, war, civil unrests, labour disputes or other similar situations.
- 13.4. The obligations of the Client under this Advertising Contract shall be separate and independent from the obligation(s) assumed by any Agency to EP under any agreement with EP, whether with respect to Insertions or the payment of any sums due to EP in respect of Insertions published in the Publications.
- 13.5. This Advertising Contract constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes and cancels any prior oral or written agreements, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of the Advertising Contract.
- 13.6. The Client shall not, without the written consent of EP, assign, mortgage, charge, or dispose of any of its rights, sub-license or sub-contract or otherwise delegate any of its obligations, under this Advertising Contract.
- 13.7. EP may amend the terms and conditions of this Advertising Contract at any time by varying supplementing and/or deleting any one or more of the terms and conditions of this Advertising Contract by giving written notice thereof to the Client. Any such amendment by EP in the notice thereof, shall be effective from the date specified therein, or in the absence of such date, as from the date of the said notice.
- 13.8. A failure by either party hereto to exercise or enforce any rights conferred upon it by its Advertising Contract shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 13.9. This Advertising Contract shall be construed in accordance with the laws of the Republic of Singapore and both parties agree to submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.
- 13.10. Unless otherwise agreed in writing, EP shall be entitled but not obliged to publish any Insertion in the Digital and/or internet editions of the Publication or other publications of EP, or on any EP Sites (each an "Additional Insertion") and EP may insert, repeat or remove any such Additional Insertion at any time, without assigning any reason whatsoever. The Client may also request for the removal of any such Additional Insertion, if desired, and EP will remove such Additional Insertion within a reasonable time frame. Under no circumstances whatsoever shall EP be liable to the Client for any liability, damages, losses, costs or expenses incurred by the Client arising from or in connection with EP's publication of any Insertion or Additional Insertion on the internet editions of the Publication or other publications of its related entities, affiliates and subsidiaries or on any EP Site, or from any omission to do so. Additionally, EP does not warrant that the publication on the internet editions of any Publication or other publication, or on any EP Sites would be uninterrupted or free from error or omission, or that any identified defect will be corrected; nor does EP give any warranty that the internet edition of any Publication or other publications of EP, its related entities, affiliates and subsidiaries or the website on which it is hosted, or any EP Site, would be free from any virus or other malicious, destructive or corrupting code, programme or macro.

- 13.11. Save for Condition 9, the Contracts (Rights of Third Parties) Act (Cap 53B) shall not apply to the Advertising Contract entered between the Client and EP whether or not a benefit is or purported to be conferred on anyone else directly or indirectly.
- 13.12. The Client must ensure the accuracy, authenticity and integrity of the personal information it furnishes to EP. The Client consents to the use of such information by EP and its related companies, designated representatives and/or business partners for;
- 13.12.1. verification and processing of payments;
 - 13.12.2. verification and record of the Client's personal particulars including comparing it with information from other sources;
 - 13.12.3. conducting statistical analysis of customers for purposes of its business plans, the enhancement of products and services and targeted advertisements, including conveying such information in broad terms to third parties whom it has or purposes to have business dealings;
 - 13.12.4. sending information, promotions and updates including marketing and advertising materials in relation to its goods and services and those of selected third party organisations; and
 - 13.12.5. complying with any order of court or directive from authorities investigating any alleged offence, misdeeds and/or abuse or for the purposes of taking legal action against the Client.