

## **NATIONAL YOUTH COUNCIL TERMS AND CONDITIONS OF USE**

### **ACCEPTANCE OF TERMS AND CONDITIONS OF USE**

Welcome to the National Youth Council (NYC) website ("website").

Your use of the website constitutes acceptance of the following Terms and Conditions of Use ("TOU"), which may be updated by us from time to time without notice to you. In addition, when using particular NYC website features, you and NYC shall be subject to any posted guidelines or rules applicable to such features which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOU.

### **PROPRIETARY RIGHTS**

This website is maintained by NYC. All software programs used on this website are protected by copyright, trademark and other forms of proprietary rights. All contents on this website are owned by, licensed to or controlled by NYC.

### **REGISTRATION DATA**

In consideration of your use of our website, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or NYC has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, NYC may suspend or terminate your account and refuse any and all current or future use of the website (or any parts thereof).

### **PRIVACY POLICY**

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full [privacy policy](#).

### **REGISTERED USER, ACCOUNT, PASSWORD AND SECURITY**

If you are a registered user, you will receive a password and account designation upon completing the website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify NYC of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. NYC will not be liable for any loss or damage arising from your failure to comply with this Clause.

### **CONTENT**

All information, data, text, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not NYC, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the website.

NYC does not control the Content posted via the website and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will NYC be liable in any way for any Content, including 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 website.

You agree to not use the website to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. impersonate any person or entity, or falsely state or otherwise represent your affiliation with a person or entity;

- c. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- e. upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- f. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g. disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- h. interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies or regulations of networks connected to the website;
- i. "stalk" or otherwise harass another; or
- j. collect or store personal data about other users.

You acknowledge that NYC does not pre-screen Content, but that NYC shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the website. For example, NYC shall have the right to remove any Content that violates the TOU or is otherwise objectionable.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by NYC or submitted to the NYC, including information in NYC's Online Survey, Discussion Forum, Highlights, Replies to Feedback, Quick Poll and in all other parts of the website.

NYC may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of NYC, its users and the public.

#### **LICENCE TO USE CONTENT**

NYC does not claim ownership of Content you submit or make available for inclusion on the website. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the website, you grant NYC a world-wide, royalty free, non-revocable and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content.

#### **INDEMNITY**

You agree to indemnify and hold the Government of Singapore, NYC, officers, agents, contractors, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the website, your use of the website, your connection to the website, your breach of the TOU, or your violation of any rights of another.

#### **GENERAL PRACTICES REGARDING USE AND STORAGE**

NYC may establish general practices and limits concerning use of the website, including the maximum number of days that message board postings or other uploaded Content will be retained by the website, the maximum number of email messages that may be sent from or received by an account on the website, the maximum size of any email message that may be sent from or received by an account on the website, the maximum disk space that will be allotted on NYC's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the website in a given period of time.

NYC has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the website. You acknowledge that NYC reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that NYC may change these general practices and limits at any time, in its sole discretion without notice.

## **MODIFICATIONS**

NYC may at any time modify or discontinue, temporarily or permanently, the website (or any part thereof) without notice. NYC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the website.

## **TERMINATION**

NYC may, under certain circumstances and without prior notice, immediately terminate your NYC account, any associated email address, and access to the website.

Cause for such termination includes (a) your breach of the TOU or other incorporated agreements, rules or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the website (or any part thereof), (e) unexpected technical issues or problems, and (f) extended periods of inactivity.

Termination of your NYC account includes (a) removal of access to all features within the website, including but not limited to NYC's Online Survey, Discussion Forum, Highlights, Replies to Feedback and Quick Poll, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the website.

Further, you agree that all terminations for cause shall be made in NYC's sole discretion and that NYC shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the website.

## **LINKS**

The website may contain links to other World Wide Web sites or resources. NYC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. NYC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **NOTICE**

Notices to you may be made via either email or regular message postings. The website may also provide notices of changes to the TOU or other matters by displaying notices or links to notices to you generally on the website.

## **INTELLECTUAL PROPERTY RIGHTS**

NYC respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that your intellectual property rights have been infringed, please provide NYC the following information:

- a. a description of the intellectual property that you claim has been infringed;
- b. a description of where the material that you claim is infringing is located on the website;
- c. your address, telephone number, and email address;
- d. a statutory declaration, stating (i) that in good faith you believe that an act which constitutes an infringement of the intellectual property rights in question was carried out on the website; (ii) the grounds for your belief; and (iii) such other information as you may think is useful.

## **DISCLAIMER OF WARRANTIES**

The website is provided "as is," with no warranties whatsoever. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law.

You agree that the Government of Singapore disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material in the website.

## **EXCLUSION OF LIABILITY**

You agree that under no circumstances shall the Government of the Republic of Singapore and NYC be liable to you on account of your use or misuse of and reliance on the website. Such exclusion of liability shall apply whether the damages arise from use or misuse of and reliance on the website, from inability to use the website, or from the interruption, suspension, or termination of the website (including such damages incurred by third parties).

## **Governing Law**

These Terms and Conditions of Use shall be governed and construed in accordance with laws of the Republic of Singapore

## **DISPUTES**

Any disputes relating in any way to your visit to the NYC Web Site or any pages thereof, shall be submitted to confidential arbitration in Singapore. Except that, to the extent you have in any manner violated or threatened to violate NYC's intellectual property rights, NYC may seek injunctive or other appropriate relief in any state and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the Singapore International Arbitration Centre. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.