

## **Terms & Conditions For Use Of Benchmarking Tools**

---

This Agreement contains the terms and conditions which shall bind users of the Benchmarking Tools, provided by the Ministry of Manpower.

PLEASE READ THIS AGREEMENT CAREFULLY. By clicking "I agree to the Terms and Conditions", it signifies your acknowledgement and acceptance of the terms and conditions set forth in this document. It also signifies that you have read and understood the Terms and Conditions.

MOM reserves the right to change the Terms and Conditions, from time to time at its sole discretion. The user should therefore check *Terms & Conditions for Use of Benchmarking Tools* whenever the user accesses Benchmarking Tools.

### **1. Definition of Terms**

In this Agreement, the following words and phrases shall have the meanings assigned to them except where the context otherwise requires:

"MOM" refers to the Ministry of Manpower;

"Services" refers to the facilities provided through the Benchmarking Tools;

"User(s)" refers to any user of the Benchmarking Tools on the public facing site.

### **2. Services to be Provided**

2.1. The user shall have access to the Services in Benchmarking Tools to carry out any of the transactions provided by the system.

2.2. MOM may vary the Services and/or the contents provided through Benchmarking Tools without any prior notification.

### **3. Hours of Operation**

3.1. MOM reserves the right to shut down the Benchmarking Tools for system maintenance as and when necessary. MOM shall not be responsible for any damage or loss resulting from the unavailability of the system.

#### **4. Intellectual Property**

- 4.1. The Benchmarking Tools are owned and operated by MOM. MOM reserves the right to update or modify the system from time to time.
- 4.2. The user acknowledges and agrees that all intellectual property rights subsisting in or used in connection with Benchmarking Tools or the datasets are the property of the MOM, as the case may be.
- 4.3. The user has no authority to enforce any intellectual property rights belonging to MOM in respect of the datasets except with the prior written approval of the MOM.
- 4.4. The contents of the Benchmarking Tools, including but not limited to the specifications, materials, programs developed by MOM and/or its authorised agent, text, graphics, logo or mark are protected by copyright, trademark and other forms of propriety rights and these rights are owned by, licensed or controlled by MOM.
- 4.5. No part(s) of the Benchmarking Tools may be reproduced, distributed, adapted, modified, republished, displayed, broadcasted or transmitted in any manner or by any means without prior written permission from MOM. The user shall use the Services in a manner that will not infringe these rights.

#### **5. User's Responsibilities**

- 5.1. The user must not use the data for purposes deemed inappropriate and/or misleading to the general public. Such instances include, but are not limited to:
  - a) present the datasets in a misleading or incorrect manner, or misrepresenting the data;  
or
  - b) use the data to promote or support any illegal activities.
- 5.2. The user must clearly state in his/her presentation or report that the data are retrieved from Benchmarking Tools, the source of the data and the date the data were retrieved should also be included.

- 5.3. The user must at all times comply with the instructions or directions issued by MOM regarding the use of Benchmarking Tools.
- 5.4. The user is prohibited from violating or attempting to violate the security of the Benchmarking Tools including:
  - a) attempt to probe, scan or test the vulnerability of the Benchmarking Tools;
  - b) breach or attempt to breach the security or authentication measures of the system.

The user agrees that he/she will not:

- a) use any robot, spider, other automatic device, or manual process to monitor or copy any pages other than for non-commercial purpose of the Benchmarking Tools or the Contents without MOM's prior written permission;
- b) use any device, software or routine to interfere or attempt to interfere with the proper working of this Website; and/ or
- c) take any action that imposes an unreasonable or disproportionately large load on MOM's servers.

- 5.5. All communications through the Benchmarking Tools shall be deemed to be valid, accurate and authentic. The user agrees not to dispute the validity, accuracy or authenticity of any evidence of any instructions and communication of Benchmarking Tools caused by any manifest or clerical error.

## **6. Disclaimer**

- 6.1. The data are provided on an "as is" or "as available" basis without warranties of any kind. The use of the Benchmarking Tools, or the use or reliance on any information accessed through the system, is entirely at the user's own risk. MOM does not make any representations or warranties whatsoever and, to fullest extent permitted by the law, hereby disclaim warranties, whether express, implied or statutory, to the user or any third party in relation to the use of the data, including but not limited to any warranty as to the accuracy, correctness, reliability, timeliness, non-infringement, title, quality or fitness for any particular purpose of the data.
- 6.2. Any analysis or transformation of data made by the user shall not be attributed to MOM.
- 6.3. To the fullest extent permitted by law, MOM is not liable for any damage or loss of any kind caused directly or indirectly by the use of the data or any derived analyses or applications.
- 6.4. While every care is taken by MOM to provide the Services, the Singapore Government disclaims all liability whatsoever, for:
- a) any loss of or any inability to retrieve any data or information however caused and including non-deliveries, misuses, misdeliveries as a result of any interruption or termination of service;
  - b) any inaccuracy in the information or resources available, received or transmitted through Benchmarking Tools;
  - c) any malfunction, defect or error in the Benchmarking Tools; and
  - d) any delay or inability on MOM's part in the provision of the Services under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside MOM's control

Further, no guarantee is given that

- a) Benchmarking Tools will be always accessible;
- b) Benchmarking Tools will be free from errors or defect; and
- c) Benchmarking Tools will be free from virus or other malicious, destructive or corrupting code, agent, program or macros

MOM shall not be responsible or liable for any direct, incidental or consequential damage or loss that may result from such errors, defects or harmful components

- 6.5. To the fullest extent permitted by law, the MOM shall not be liable to the user or any third party for damage or loss of any kind, including but not limited to direct, indirect, punitive, special or consequential damages, loss of goodwill, loss of business resources, income, revenue or profits, lost or damaged data, or damage to the user's computer or other property, arising directly or indirectly from the user's or any third party's use of, or inability to use, the datasets or the relevant Websites.

## **7. Applicable law**

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. The user irrevocably agrees for the exclusive benefit of MOM that the Singapore courts shall have exclusive jurisdiction in relation to any dispute arising from or relating to this Agreement, and for such purposes irrevocably submit to the jurisdiction of the Singapore courts. MOM reserves their rights to commence or maintain proceedings for such a dispute in the court of any other country claiming or having jurisdiction in respect thereof and the user irrevocably waive any objection the user may have to such proceedings being brought in any such court.
- 7.2. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B to enforce any term.
- 7.3. By accessing and/or using Benchmarking Tools, the user agrees that Singapore law (including without limitation the Electronic Transactions Act, Chapter 88) shall govern such access and the service.

## **8. Mediation**

- 8.1. In the event of any dispute, claim, question or disagreement arising out of and relating to this Agreement or the breach thereof, no party shall proceed to litigation or any other form of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A party who receives a notice for mediation from the other party shall consent and participate in the mediation. Any failure to comply with this clause shall be deemed to be a breach of the Agreement.

## **9. Variation**

- 9.1. MOM may vary the terms and conditions of this Agreement and/or create new terms or conditions at any time by notifying the user of the changes. The changes shall take effect on the date specified on the notice. Should the user continue to use the Services after the specified time, the user shall be deemed to have accepted the changes.

## **10. Exclusion of Liability**

- 10.1. MOM shall in no event be liable for any damages, loss or expense including without limitation, direct, special or consequential damage or economic loss arising from or in connection or referable to:

- a) any access, the use or inability to access or use of the Benchmarking Tools or the services, or reliance on the information on the Benchmarking Tools;
- b) any system, server or connection failure, error, omission, interruption or delay in transmission;
- c) any computer virus or other malicious, destructive or corrupting code, programs or macro that may affect the computer equipment, program or other property of the user's.

## **11. Indemnity**

- 11.1. User agrees not to hold MOM liable for any claims or legal action, resulting from his/her use of the Services or from his/her breach of the terms and conditions of use.
- 11.2. The user agrees to fully indemnify MOM and to hold the MOM harmless from any and all claims, demands, losses, liabilities, costs and expenses (including but not limited to legal costs) against the Singapore Government and its Statutory Boards arising directly or indirectly from:
  - a) The user's use of the data;
  - b) The user's breach of the Terms and Conditions;
  - c) The user violation of any rights of another; or
  - d) Any claim made by a third party in connection with the third party's use of the data or any derived analyses or applications which the user has provided.

## **12. Feedback**

- 12.1. All feedback given to MOM including questions, comments, suggestions or the like regarding or in response to the content of this or the Benchmarking Tools shall be deemed to be non-confidential. MOM shall be free to use, for any purpose, any ideas, concepts, techniques or know-how contained in such feedback. MOM shall not be subject to any obligation with respect to such feedback and shall be free to reproduce, use, disclose and distribute to others without limitation.

## **13. Severance of Terms**

- 13.1. If any provision of this Agreement is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of this Agreement, all of which shall remain valid and enforceable.