

## ADVERTISING TERMS AND CONDITIONS

### 1. Definitions and Interpretation

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

“Ad Sales Contract” means the contract signed by the Advertiser or the Agency on behalf of the Advertiser, to place its orders for Advertisements.

“Advertisement” means anything that promotes and/or provides information or news about a product, service, event, business, company, person, idea, concept, job vacancy, contest etc., and includes but is not limited to announcements, notices, text, pictures, graphics, online directory listings, including any enhancements to the listings (referred to as “Directory” in the Ad Sales Contract), online or mobile sponsored search results (referred to as “SEM” in the Ad Sales Contract), online or mobile banner advertisements (referred to as “Banner” in the Ad Sales Contract), electronic direct mailers (referred to as “EDM” in the Ad Sales Contract) and/or mobile directory listings, WAP sponsored keyword search results, and/or mobile direct mailers, audio broadcasts, audio-visuals, movies and other forms of representations or media containing such promotion, information or news.

“Advertiser” means the person named as Advertiser in any Ad Sales Contract.

“Advertising Fees” means all fees and charges payable for the Publication of Advertisements or developing, designing and/or hosting of Website, net of withholding tax and all other taxes, charges and levies of a similar nature.

“Advertising Media” means the platform on which Advertisements are displayed, Published, broadcast or disseminated and shall include Print, Online, Mobile and/or such media as may be stated in the Ad Sales Contract.

“Agency” means the advertising agency of the Advertiser and/or such other person appointed by the Advertiser in addition thereto or in place thereof in accordance with the terms of the Ad Sales Contract.

“Agreement” means these Terms and Conditions, the Ad Sales Contract and/or any amendments thereto that may be agreed by the parties in writing.

“Amendment” means any proposed amendment or revision of any Advertisement or Materials submitted to Fastco for Publication or developing, designing and/or hosting of Website.

“Business day” means any day other than a Sunday or public holiday in Singapore.

“Condition” means a term or condition of this Agreement.

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

“Copy Deadline Notice” in relation to any Advertisement or Amendment means the notice of Fastco to the Agency/Advertiser specifying the time by which a copy thereof must be submitted to Fastco for the purpose of Publication or developing, designing and/or hosting of Website.

“Materials” means all designs, artwork, photographs, negatives, diskettes, drawing, chart, graph, audio/audio-visual recording, graphics, user-interface, 'look-and-feel', programming code, scripts,

CGI applications, PHP scripts and software and other materials and supplies provided for or relating to the Publication of any Advertisement or Amendment or developing, designing and/or hosting of Website.

“Mobile” means SMSes, MMSes, WAP sites or other mobile communications sent through or accessed via Singtel, M1, Starhub or other mobile phone or mobile device service operators.

“Online” means online websites and other internet technologies owned or operated by Fastco.

“PDPA” means the Personal Data Protection Act (Act 26 of 2012) of Singapore.

“Personal Data” means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which a Party has or is likely to have access.

“Print” means newspapers, supplements, magazines and printed materials published by Fastco.

“Process” or “Processing” shall have the meaning ascribed to it in the PDPA.

“Publication” or “Publish” shall include the display, publication, broadcast and dissemination of Advertisements.

“Service” means the Publication of the Advertisements/Amendments by Fastco, and any other service provided by Fastco in support of or related to the same, as may be set out or referred to in the Ad Sales Contract.

“Specified Rate” means Fastco’s rate for the Publication of Advertisements.

“Fastco” means Fastco Private Limited, and/or its related entities, affiliates and/or subsidiaries, as the context suggests.

“Website” means the internet website or micro-site developed, designed and/or hosted by Fastco for the Agency/Advertiser for the duration specified in the Ad Sales Contract.

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. The reference to a ‘person’ in this Agreement includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality).

1.3 The headings to these Terms and Conditions are to facilitate reference 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 Advertiser’s agent:

(a) with respect to all matters regarding the Advertisements, including but not limited to the content, size and all other specifications thereof, the date for first Publication, the submission of the Materials, Amendments and the Advertising Fees (including, without limitation, the timely settlement of withholding tax and other taxes, charges and levies of a similar nature with the relevant authority and the timely filing of all tax returns and accompanying documents with the relevant authority in accordance with Clause 4.8); and

(b) for the receipt of notices and other communications from Fastco and the instructions,

directions or agreement of the Agency shall constitute the instructions, directions or agreement of the Advertiser.

- 2.2 The Advertiser shall ratify all statements or actions of the Agency in relation to the Ad Sales Contract and the Advertisements.
- 2.3 The Advertiser shall immediately inform Fastco in writing in the event that the Advertiser has terminated the services of the Agency failing which Fastco shall continue to treat the Agency as the agent of the Advertiser.
- 2.4 In the event that Fastco received contradictory or inconsistent requests, instructions or notices with respect to any matter from the Advertiser and the Agency or from more than one Agency purporting to act on behalf of the Advertiser, Fastco shall be entitled to act on any of those requests, instructions, or notices to the exclusion of the others and/or to deal only with the Advertiser or any one of the Agencies.
- 2.5 In the event that the Advertiser engages an Agency, Fastco will liaise directly with the Agency for all matters in relation to the Ad Sales Contract and the Advertisements and invoice the Agency for the Advertising Fees, and all references in this Agreement to the Advertiser shall, where the context requires, apply to Agency and vice versa. In the event that the Advertiser does not engage any Agency, all references to Agency in these Conditions shall be disregarded.

### 3. Copy Deadlines

- 3.1 All Materials or any amendments thereto shall be submitted to Fastco by the Copy Deadline relating thereto failing which the date for first Publication of the Advertisement would be postponed correspondingly and Fastco shall not be liable to the Agency/Advertiser(s) for such delay.
- 3.2 Fastco shall be entitled to treat all Materials submitted by the Agency/Advertiser as the correct representation of the Advertisement. The Agency/Advertiser shall ensure that all Materials are in compliance with the specifications set out in the Fastco rate card, or such other specifications as Fastco may determine from time to time.
- 3.3 In the event that any Amendments are not received by Fastco by the Copy Deadline, Fastco shall be entitled but not obliged to use the Materials previously submitted, if any.
- 3.4 If at any time (whether before or after first Publication of any Advertisement or Amendment or developing, designing and/or hosting of Website) in the opinion of Fastco:
  - (a) the Publication of any Advertisement and/or Amendment or the developing, designing and/or hosting of Website would by reason of any of the contents thereof (including any design, photograph, text or statement therein):
    - (i) infringe the intellectual property or other rights of any person; or
    - (ii) constitute a libel of any person; or
    - (iii) offend public standards of morality or decency; or
    - (iv) offend racial or religious sensitivities; or
    - (v) violate any code, regulation, directive or law in Singapore or any jurisdiction in which the same would be Published; or
    - (vi) be contrary to any policies of Fastco or contracts entered into between Fastco and third parties; or
    - (vii) will or is likely to cause Fastco or any of its related entities, affiliates and/or

subsidiaries to be in breach or potential breach of the PDPA; or

- (b) any consent or approval required to be obtained for the Publication of any Advertisement/Amendment, the developing, designing and/or hosting of the Website or the use of any Material in any Advertisement/Amendment or Website has not been obtained,

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

- (aa) refuse to accept any copy of any Advertisement or Amendment;
- (bb) decline to Publish or cease the Publication of that Advertisement/Amendment, or to develop, design and/or host the Website; or
- (cc) require that the Agency/Advertiser makes such revision or modification to the form and/or content of that Advertisement/Amendment or Website by a deadline specified by Fastco; or
- (dd) edit, revise, re-arrange, amend or modify the form and/or content of the Advertisement/Amendment or Website on its own accord and in such manner as it considers appropriate before it Publishes the Advertisement/Amendment or develops, designs and hosts the Website, and all costs incurred by Fastco in this regard shall be borne by the Agency/Advertiser.

3.5 In any case where Fastco declines to Publish or ceases to Publish any Advertisement/Amendment and/or to develop, design and/or host a Website by reason of Condition 3.4(a) or (b), or the Agency/Advertiser fails to make revision or modification to the form and/or content of that Advertisement/Amendment and/or Website to the satisfaction of Fastco within the deadline specified by Fastco, Fastco shall not be (a) liable to the Agency and/or its Advertiser for any damages and/or loss suffered by the Agency and/or its Advertiser; or (b) required to refund the Agency/Advertiser for any payments already made by the Agency/Advertiser.

3.6 In the event that any claim or allegation is made by any person that any Advertisement/Amendment or Website is defamatory of or infringes in any way any right of that person or any other person, Fastco shall be entitled to cease or suspend further Publication of such Advertisement/Amendment or developing, designing and/or hosting of Website forthwith and/or Fastco shall Publish an apology or retraction in such form and terms as it considers appropriate and/or enter into any compromise or settlement agreement with such person without (a) any further reference or authority from the Agency/Advertiser; (b) further investigation or inquiry into the validity or merits of such claims; (c) incurring any liability to the Agency/Advertiser; and (d) without affecting the Agency's/Advertiser's obligations in Condition 8.2. The Agency/Advertiser shall not in such case make any claim whatsoever against Fastco with respect to any such decision to cease or suspend developing/designing/hosting of the Website, Publication, apology, retraction, compromise or settlement, and shall procure that the person whose business, activities, products or services are advertised or promoted by Publication of the Advertisement refrain from making any such claim against Fastco.

3.7 Fastco shall be entitled to revise and amend from time to time the contents of any Copy Deadline Notice by giving notice thereof to the Agency/Advertiser.

3.8 Unless otherwise expressly specified in the Ad Sales Contract, Fastco makes no guarantees with respect to usage statistics or levels of impressions, page views, click-throughs or other similar statistics whatsoever (collectively the "Statistics") for any Advertisement. The Agency/Advertiser acknowledges that the Statistics provided by Fastco are the definitive measurements of Fastco's performance on any delivery obligations provided in this Agreement. No other measurements or usage statistics (including those of the Agency/Advertiser or a third party ad server) shall be accepted by Fastco. The Agency/Advertiser further acknowledges that all Statistics provided by Fastco are purely estimates and should not be relied on by Agency/ Advertiser. Accordingly, Fastco

makes no representation or warranty with respect to such Statistics whatsoever or with respect to its accuracy.

3.9 Fastco shall not be required to provide Agency/Advertiser with any proof of Publication of any Advertisement(s).

#### 4. Payment

4.1 All Advertising Fees due from the Agency/Advertiser to Fastco under this Agreement shall be paid by the Agency/Advertiser as stated in the invoice of Fastco by such means and on such dates as shall be specified by Fastco. Where the Agency/Advertiser is based outside of Singapore, pre-payment of the Advertising Fees shall be required unless Fastco otherwise agrees in writing.

4.2 The Agency/Advertiser shall pay Fastco interest on any amount due and payable to Fastco calculated at the rate of 0.75% per month from the date when that amount becomes due and payable until full payment thereof is made (whether before or after judgment). Fastco reserves the right to suspend display of any Advertisements in the event that the Agency/Advertiser fails to pay any sums due within the period stipulated in Condition 4.1.

4.3 Fastco shall be entitled to appropriate in any order it chooses and with respect to any sum stated in any statement to be due to Fastco as selected by Fastco any payment received from or for the account or on behalf of the Agency/Advertiser notwithstanding any specific appropriation to the contrary by the Agency/Advertiser or the person making such payment.

4.4 Notwithstanding anything to the contrary, if any sum due remains unpaid after the expiry of the period provided in Condition 4.1 for payment thereof or this Agreement is terminated for any reason, all sums stated to be due to Fastco from the Agency/Advertiser in any statement of Fastco (whether issued before or after the expiry of that period) shall become immediately due and payable by the Agency/Advertiser to Fastco as from the date of such statement or upon termination, whichever is earlier.

4.5 The Agency/Advertiser undertakes to verify the entries and amounts stated in each statement of account received from Fastco and to notify Fastco in writing within thirty (30) days from the receipt thereof from Fastco of all discrepancies, inaccuracies, errors and omissions with respect to any entry or amount therein. Each such statement shall constitute conclusive evidence as against the Agency/Advertiser without further proof that all the entries and amounts stated therein to be due to are true, correct and accurate except to the extent of the discrepancies, inaccuracies, errors and omissions so notified to Fastco within the said period of thirty (30) days.

4.6 In the event that advertisement spaces selected by the Agency/Advertiser are not immediately available, the Agency/Advertiser agrees that the Publication of the Advertisement shall be deferred until such time as the selected advertisement space becomes available provided always that Fastco shall be entitled to set and revise and amend from time to time the Specified Rates with respect to the selected positions as of the date of first Publication of the Advertisement by giving notice thereof to the Agency/Advertiser.

4.7 All charges of Fastco for the Publication of Advertisements or any other services or materials shall be exclusive of taxes, including goods and services tax in Singapore (if applicable), which shall be borne and paid for by the Agency/Advertiser. All payments to Fastco by Agency/Advertiser shall be made without set-off, counterclaim or deduction of any kind.

4.8 All withholding tax and other taxes, charges and levies of a similar nature imposed under any applicable laws, regulations, orders, guidelines or direction of any competent authority arising from the payment of Advertising Fees, charges and interests by the Agency/Advertiser shall be borne and settled with the relevant authority on a timely basis by the Agency/Advertiser. The Agency/Advertiser undertakes to be primarily responsible for the timely filing of all tax returns and

accompanying documents (including, without limitation, any certificate of residence) with the relevant authority as required by any applicable laws, regulations, orders, guidelines or directions of any competent authority.

4.9 Agency/Advertiser shall indemnify and hold harmless Fastco from and against all taxes, charges, levies, fines, penalties, costs, expenses, fees, losses and liabilities incurred by Fastco, its directors, employees or any of its subsidiaries caused by or arising from the non-compliance or breach by Agency/Advertiser of the laws, regulations, orders, guidelines or directions in Clause 4.8 .

4.10 Fastco reserves the right to introduce an electronic billing system, and the Agency/Advertiser agrees to abide by all terms and procedures applicable to the use of such system, as notified by Fastco.

## 5. SEM

5.1 For SEM, a management fee as determined by Fastco (the “Management Fee”) shall be borne and paid for by the Agency/Advertiser. These Management Fees shall be collected in addition to the actual campaign budget spent and be subject to the terms of payment set out in Condition 6. Fastco reserves the right to change the amount it charges for its Management Fees at any time. Management Fees are not refundable.

5.2 The Agency/Advertiser shall inform Fastco of the commencement date of the SEM campaign (“Commencement Date”) failing which Fastco shall be entitled to invoice the Agency/Advertiser the Management Fee in full. Fastco shall further have the option to cancel the contract and use the Fees for a fresh SEM campaign which shall include fresh Management Fee.

5.3 Commencement Date shall be no later than one (1) month after date of the Ad Sales Contract.

5.4 The provisions of Clause 4 shall apply mutatis mutandis to this Clause 5.

## 6. Cancellation

No cancellation of Ad Sales Contracts is permitted. In the event that the Agency/Advertiser requests that the Advertisements be withdrawn from Publication, the full Advertising Fees shall nonetheless be payable.

## 7. Re-scheduling and Repositioning

7.1 Advertisements may be displayed in random rotation and the Agency/Advertiser agree that advertisement spaces on which the Agency’s/Advertiser’s Advertisements are displayed may display advertisements from other agencies/advertisers by rotation.

7.2 Display of Advertisements is subject to space availability. In the event that any selected space is not available, Fastco reserves the right to re-schedule the date of first Publication of any Advertisement to the next available date.

7.3 The Agency/Advertiser may re-schedule the commencement of any Ad Sales Contract once provided that:

(a) written notice thereof is given to Fastco not less than seven (7) Business days before the original scheduled date; and

(b) the re-scheduled date shall not extend beyond forty-five (45) Business days from the original scheduled date.

In the event that the Agency/Advertiser is unable to meet one or both sub-conditions (a) and (b) above, Fastco may still accede to Agency/Advertiser's request subject to such other terms and conditions which Fastco may impose on Agency/Advertiser which Agency/Advertiser shall agree to.

7.4 Notwithstanding acceptance of any re-scheduling request by Fastco, Fastco shall be entitled to postpone or re-schedule the Publication of such Advertisement without affecting the obligation of the Agency/Advertiser to pay for the Publication of the Advertisement and Fastco shall not be liable to the Agency/Advertiser for any liability, damages, losses, costs or expense incurred by the Agency/Advertiser arising from or in connection with such postponement or re-scheduling of the Publication of any Advertisement.

7.5 In the event that the Advertisement positions are adjusted or changed whether in terms of size, configuration or otherwise, Fastco reserves the right to re-position any Advertisements provided that the value of the position allocated by Fastco is equivalent to the Advertising Fees.

#### 7A. EDMs and Mobile Direct Mailers

7A.1 Advertisements which are disseminated by Fastco through EDMs or mobile direct mailers will be sent to email addresses or mobile numbers found in Fastco's database, unless otherwise agreed between Fastco and the Agency/Advertiser. The Agency/Advertiser agrees that Fastco shall be under no obligation to provide Agency/Advertiser with such email addresses or mobile numbers and other details of persons and/or companies which the Advertisements are sent to.

7A.2 Where Advertisements disseminated by Fastco through EDMs or mobile direct mailers are to be sent to email addresses or mobile numbers ("Client Data") provided by the Agency/Advertiser, the parties agree that:

(a) Fastco Processes the Client Data as a data intermediary, and will delete or remove the means by which the personal data comprised in the Client Data can be associated with particular individuals as soon as it reasonably considers that: (aa) the purpose for which that personal data was collected is no longer being served by retention of the personal data; and (bb) retention is no longer necessary for legal and business purposes. Nothing herein shall require Fastco to perform any of its obligations in a manner which exceeds the requirements of the PDPA; and

(b) the provisions of Condition 16 shall apply.

#### 8. Advertiser's/Agency's Warranties, Indemnities and Undertakings

8.1 In relation to every copy of any Advertisement or Amendment submitted to Fastco, the Agency/Advertiser shall be deemed to have represented and warranted to Fastco as follows:

(a) that it has been duly authorised by all the persons whose business, activities, products or services are the subject of the Advertisement or Amendment to submit the same to Fastco for Publication;

(b) that all the necessary licences, consents, permissions and other approvals from all authorities and persons (including all proprietors and licensees of the intellectual property therein) have been obtained to use and Publish the Advertisement or Amendment;

(c) that all designs, photographs and materials delivered to Fastco for the Publication of any Advertisement are the property of the Agency/Advertiser or have been delivered with the consent of the owner thereof; and

- (d) that the Publication of that Advertisement and that Amendment would not:
  - (i) infringe any intellectual property or other rights of any person anywhere;
  - (ii) would not constitute a libel or slander of any person anywhere;
  - (iii) would not violate the laws of Singapore or elsewhere.

8.2 The Agency/Advertiser shall at all times indemnify Fastco, its directors, employees and all its subsidiaries fully from and in respect of any and all liabilities, losses and expenses incurred by Fastco, its directors, employees or any of its subsidiaries caused by or arising from:

- (a) any breach of any of the obligations and warranties of the Agency/Advertiser under this Agreement; or
- (b) any claim, action or proceeding against Fastco, its directors, employees or any of its subsidiaries by any person:
  - (i) for defamation or infringement of any rights of such person by reason of the Publication by Fastco of any Advertisement or any Amendment or of any retraction or apology of Fastco, the Agency/Advertiser with respect to any matter contained in any such Advertisement; or
  - (ii) to recover any amount with respect to the damage, destruction or loss of any Materials delivered to Fastco for the Publication of any Advertisement.

The Contracts (Rights of Third Parties) Act 2001 applies to this Condition 8.2.

## 9. Materials

9.1 Fastco shall not in any circumstances assume the risk of loss, damage or destruction of any and all Materials delivered to Fastco or its servants or agents and shall have no liability whatsoever in respect of any such loss, damage or destruction.

9.2 Fastco shall be entitled to destroy any of the Materials which remain in the custody of Fastco, for more than one (1) month, after the date of first Publication of the Advertisement for which such Materials were provided unless Fastco shall have received from the Agency/Advertiser prior thereto written instructions relating to their return or disposal.

9.3 All intellectual property rights in all Advertisements/Amendments or Materials created by Fastco under this Agreement belongs to Fastco. The Agency/Advertiser may request for one revision of the Advertisement/Amendment or Materials after reviewing the initial submission by Fastco to the Agency/Advertiser. Any further rounds of revision or new items requested for by the Agency/Advertiser shall be charged on a time and materials basis. In respect of any intellectual property rights belonging/licensed to the Agency/Advertiser and contained in such Advertisements/Amendments or Materials, the Agency/Advertiser hereby:

- (a) grant to Fastco an irrevocable, perpetual and royalty-free licence; or
- (b) agree to obtain an irrevocable, perpetual and royalty-free licence at no charge;

of such intellectual property rights to enable Fastco to use and reproduce all such Advertisements/Amendments or Materials in whole or in part, and to resize, translate or in any other way modify the Advertisements/Amendments or Materials for: (i) Publication on any Advertising Media or (ii) Fastco's marketing and promotional purposes.

## 10. Website

- 10.1 Fastco shall own the Website, graphics, user interface, screen designs and the overall 'look and feel' and all programming codes contained therein.
- 10.2 Fastco shall not be liable for any damages, losses, costs, claims and expenses incurred by the Agency/Advertiser due to virus, malfunction, interruption, unavailability, maintenance, suspension and downtime occurring on the Website or any part of it. Fastco shall have the right to suspend the Website or the services thereat at any time and for any reason, with or without notice, but if such suspension lasts or is to last for more than seven (7) days the Agency/Advertiser will be notified of the reason.
- 10.3 Fastco shall be entitled to use all information contained in the Website including but not limited to the Agency/Advertiser's information and content submitted by the Agency/Advertisers for:
- (a) responding to the Agency/Advertiser's requests and queries;
  - (b) providing goods and services to the Agency/Advertisers;
  - (c) verifying and Processing the Agency/Advertiser's personal particulars;
  - (d) communicating with the Agency/Advertiser;
  - (e) enforcing Fastco's contractual and legal rights and obligations;
  - (f) marketing research, user profile and statistical analysis;
  - (g) sending the Agency/Advertiser information, promotions, updates and marketing and advertising materials in relation to Fastco's goods and services and those of third party organisations';
  - (h) complying with law, the requests of law enforcement and regulatory officials, or orders of court; and
  - (i) any other purpose for which Fastco has obtained the Agency/Advertiser's consent.

## 11. Third Party Server

- 11.1 In the event that the Agency/Advertiser utilizes a 3rd Party Ad Server to host any Advertisement, the Agency/Advertiser shall ensure the following:
- (a) that the Advertisement must be available on such 3rd Party Ad Server at least 24 hours before commencement of the advertising campaign and remain on such 3rd Party Ad Server until at least 24 hours after the end of such campaign; and
  - (b) such 3rd Party Ad Server shall reside in data centers located in Singapore unless Fastco agrees otherwise in writing.
- 11.2 The Agency/Advertiser shall supply details of the 3rd Party Ad Server to Fastco at least 7 working days prior to the commencement of the advertising campaign. The Agency/Advertiser shall not substitute the 3rd Party Ad Server without Fastco's prior written consent.
- 11.3 Fastco and the Agency/Advertiser or 3rd Party Ad Server will track delivery of the Advertisements through their respective ad server. In the event that there are discrepancies in the activity reports and Fastco's measurements are higher than that of the Agency/Advertiser or 3<sup>rd</sup> Party Server (as the case may be), the Agency/Advertiser shall nevertheless effect payment of the full Advertising Fees provided that Fastco delivers an additional 10% of Advertisements. For the

avoidance of doubt, such additional Advertisements shall be the Agency's/Advertiser's sole remedy in the event of discrepancies and Fastco's activity reports shall be conclusive evidence of the Advertisements delivered.

- 11.4 No claim in relation to the non-performance or breach of obligations of Fastco in connection with any of the Services (including of non-publication or any errors or inaccuracies in the publication), shall be brought against Fastco unless written notice of such claim, together with all relevant details as may be required by Fastco, has been given to Fastco on or prior to the date falling thirty (30) days after the date of first Publication of the Advertisement.

## 12. Termination

- 12.1 Fastco may terminate this Agreement at any time by giving the Agency / Advertiser not less than thirty (30) days' advance written notice thereof.
- 12.2 Either party shall be entitled to terminate this Agreement forthwith upon the occurrence of one or more of the events in relation to the other:
- (a) 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 petition for winding up or judicial management (other than for the purpose of amalgamation or reconstruction);
  - (b) the other party ceases or threatens to cease carrying on business; or
  - (c) the other party fails to pay any sum due under this Agreement to the party seeking to terminate this Agreement after the expiry of thirty (30) days after notice requiring payment thereof has been served on the other party;
  - (d) 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.
- 12.3 Any termination of this Agreement 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 the Ad Sales.

## 13. Agency's Liability

- 13.1 The liability of the Agency to Fastco under this Agreement and in respect of any Ad Sales Contract, Advertisement or Amendment made or submitted to Fastco by or on behalf or for the account of the Agency:
- (a) shall be as principal notwithstanding that the Agency acts or purports to act as agent for any person in respect of thereof; and
  - (b) shall not determine or be discharged notwithstanding any recourse or right which Fastco may have against the person for whose account the Ad Sales Contract, Advertisement or Amendment is made or submitted to Fastco.
- 13.2 The liability and obligations of the Agency under this Agreement shall be separate and independent from the obligation(s) assumed by any principal or Advertiser to Fastco under any agreement between such principal or Advertiser with Fastco, whether with respect to Advertisements, the payment of any sums due to Fastco in respect Advertisements or otherwise.

#### 14. Limitation of Liability

- 14.1 Whilst Fastco shall use reasonable care in processing every Advertisement and Amendment, it shall not, save for gross negligence or willful misconduct (in which event Fastco's liability shall be subject to Condition 14.2 below), be liable in any way for any loss or expense incurred or suffered by the Agency/Advertiser by reason of any error or omission in Publication and/or delay or default in performance of its obligations under this Agreement, or arising directly or indirectly in connection with the Services and/or this Agreement. The Services and all content, information, materials, services and functions contained therein are provided "as is" and "as available". No warranty of any kind, implied, express or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from virus, is given in conjunction with the Services or any information and materials provided through the same. In particular, Fastco does not warrant that any Service will be uninterrupted or free from defect, error, omission, or any virus or that any identified defect, error or omission will be corrected or virus removed. Fastco may, at its sole discretion, grant a pro rata refund of the Fees or Publish the Advertisement at another time.
- 14.2 In no event shall Fastco be liable to the Agency and/or Advertiser whether in contract, tort (including negligence), or otherwise for any sum exceeding the Advertising Fee paid by the Advertiser in respect of this Agreement or for any indirect, incidental or consequential damages (including loss of sales and profits, lost data, business interruption or solicitors' fees) arising out of or in relation to this Agreement, even if notified in advance of such possible damages.

#### 15. Notices

- 15.1 All communications required or permitted to be made to the Agency/Advertiser under this Agreement may be delivered personally or sent by prepaid registered post, facsimile or electronic mail to the Agency/Advertiser to the address, fax number or email address stated in this Agreement or to such other address or number as may be notified to Fastco by the Agency/Advertiser. Any communication shall be deemed to have been served forty-eight (48) hours after posting if given or made by letter, and immediately if despatched by facsimile transmission or electronic mail.
- 15.2 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 Fastco'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.

#### 16. Personal Data

- 16.1 Where Personal Data is provided by the Advertiser/Agency to Fastco in connection with the provision of the Service, the Advertiser/Agency agrees to ensure the accuracy, authenticity and integrity of such Personal Data, and agrees and undertakes to Fastco as follows (at the Advertiser's/Agency's own cost and expense):
- (a) that the Advertiser/Agency shall have complied with all applicable data protection and privacy laws and regulations (including amendments thereto) in connection with any Personal Data; and
  - (b) that the Advertiser/Agency shall have done all things necessary (including without limitation providing all relevant notifications and obtaining all necessary consents of data subjects) to ensure that the collection, use, disclosure and/or other Processing of the Personal Data by Fastco and its service providers shall not be in contravention with any such laws and

regulations.

- 16.2 The Advertiser/Agency agrees that where the Processing of any Personal Data is carried out by Fastco and its service providers on the Advertiser's/Agency's behalf, Fastco and its service providers are data intermediaries within the meaning of the PDPA.
- 16.3 Any Personal Data which is collected, used, disclosed and/or Processed by Fastco and its related entities, affiliates and/or subsidiaries ("Fastco Group") in connection with this Agreement will be collected, used, disclosed and/or Processed by Fastco Group in accordance with the Fastco Privacy Policy available at <https://www.fastjobs.sg/legal/privacy.html>. In addition to the purposes identified in the Fastco Privacy Policy, Fastco may collect, use and disclose Personal Data for the following purposes:
- (a) verifying and Processing the Agency/Advertiser's personal particulars and payments made for the posting of the Advertisements;
  - (b) communicating with the Agency/Advertiser with regards to changes and development to Fastco policies, terms and conditions and other administrative information, including for the purposes of servicing the Agency/Advertiser in relation to services provided or to be provided under this Agreement;
  - (c) resolving complaints and handling requests and enquiries;
  - (d) conducting market research for statistical, profiling and statistical analysis for the improvement of services provided to the Agency/Advertiser; and
  - (e) 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 any Agency/Advertiser.

## 17. General

- 17.1 Fastco shall not be liable to the Agency/Advertiser for any delay or default in performance of its obligations under this Agreement caused by any event or occurrence beyond Fastco's reasonable control including but not limited to acts of God, natural disasters, war, civil unrests, interruptions in transmission lines or equipment, breakdown of computer and/or telecommunication systems, labour disputes or other similar situations.
- 17.2 Notwithstanding any statements which may be made by Fastco or any of its employees or agents to the contrary, Fastco makes no representation or warranty that:
- (a) any of its firmware, bios, data, computer hardware or software, computer systems, printing systems, communication systems or other systems, or its operations or services as a whole or any part thereof; or
  - (b) any firmware, bios, data, computer hardware or software, computer systems, printing systems, communication systems or other systems whether provided, supplied or licensed by or to Fastco, its agents or subcontractors,
- will continue to function without error or interruption, and any implied warranties to such effect are hereby excluded to the fullest extent permitted by law.
- 17.3 To the fullest extent permitted by law, Fastco shall not be liable to the Agency/Advertiser under or in connection with this Agreement for any liability, damages, losses, costs or expense incurred by the Agency/Advertiser arising from or in connection with any electronic, electrical, mechanical or other failure, error, omission, interruption or delay howsoever caused with respect to such

firmware, bios, data, computer hardware or software, computer systems, printing systems, communication systems or other systems aforesaid in Condition 17.2 of these Conditions, notwithstanding that Fastco or its agents or employees are advised of the possibility of such liability, damages, losses, costs and/or expenses.

- 17.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes and cancels any prior oral or written agreements, representations, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.
- 17.5 The Agency/Advertiser shall not, without the written consent of Fastco, assign, mortgage, charge, or dispose of any of its rights, sublicense or sub-contract or otherwise delegate any of its obligations, under this Agreement.
- 17.6 Fastco may amend these Terms and Conditions at any time by varying supplementing and or deleting any one or more of these Terms and Conditions by giving written notice thereof to the Agency/Advertiser. Any such amendment by Fastco shall take effect on the date specified by Fastco in the notice thereof, or in the absence of any such date, as from the date of the said notice.
- 17.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement, except and to the extent (if any) that this Agreement expressly provides for such Act to apply to any of the terms. The parties to this Agreement may by agreement rescind or vary this Agreement or any terms herein without the consent of the third parties referred to in Condition 8.2 above
- 17.8 A failure by either party hereto to exercise or enforce any rights conferred upon it in this Agreement 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.
- 17.9 The Ad Sales Contract and this Agreement 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.