LIMITED PERIOD ACCESS TO LAWNET'S APPLICATION PROGRAMMING INTERFACES ("APIs") FOR APPLICATION DEVELOPMENT PURPOSES

TERMS & CONDITIONS

> **BY APPLYING FOR ACCESS TO THE LAWNET APIs AND/OR USING THE RELATED ONLINE SERVICES,**
>
> **YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.**
>
> **PLEASE READ THEM CAREFULLY.**

1   Definitions and Interpretation

1.1   The Singapore Academy of Law ("**SAL**"), an organization established by the Singapore Academy of Law Act (Cap 294A). Our Unique Entity Number is T09GB0002H and our registered office is at 1 Supreme Court Lane, Level 6, Singapore 178879. The use of the words "us", "our", or "SAL", refer to the Singapore Academy of Law.

1.2   "**Content**" means any information and/or any other material (including databases, text, links or other content) provided or made available by SAL through the LawNet APIs, as the case may be.

1.3   "**LawNet**" or **"LawNet Service"** means any and all of the online content, materials and/or services offered by SAL from time to time, including the modules known as Legal Research, Civil Practice and Criminal Practice, or by such other names as may be given by SAL from time to time.

1.4   "**LawNet API**" means any form of machine accessible application programming interface that SAL makes available which provides access to the Content on LawNet.

1.5   **"T&Cs"** means these terms and conditions for access to and use of the LawNet APIs and Content, as amended, supplemented or replaced from time to time.

1.6   By agreeing to these T&Cs, SAL will be providing you, hereinafter referred to as the "**Recipient**", with access to Content as set out in **Schedule 1** via the LawNet APIs.

1.7   Please refer to our Privacy Policy which is available at https://www.sal.org.sg/Footer/Privacy-Policy for information about what personal data we collect and what we do with it. The Recipient shall be deemed to have read our Privacy Policy, which may be updated from time to time, and understand how we use the information and the rights that the Recipient have about his/her information.

2   These Terms and Conditions

2.1   These T&Cs govern your use and access to the LawNet APIs, Content, and/or data appearing therein.

2.2   The Recipient hereby represents and warrants that he/she has read and agrees to these T&Cs. The Recipient further represents and warrants that he/she has the necessary legal capacity, right, power and authority to agree to these T&Cs and/or to accept these T&Cs on behalf of a company, and/or other entity, as applicable.

2.3   SAL reserves the right, at its sole discretion, to modify or replace any of the T&Cs at any time. The Recipient's continued use of the LawNet APIs and/or the Content provided after any change or amendment constitutes acceptance of those changes or amendments.

2.4   SAL reserves absolute discretion as to whether or not to grant the Recipient access to the LawNet APIs.

2.5   For purposes of this limited period access to LawNet's APIs, SAL reserves the right to:
        (a)   provide the Content in such format (either in pdf, xml or such other formats) as SAL deems appropriate for application development purposes;
        (b)   restrict the size of the Content dataset made available to Recipient for application development purposes; and
        (c)   control Content access by introducing throttling/capping of API calls.

3   Access and Use of the LawNet APIs

3.1   SAL grants the Recipient a personal, limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the LawNet APIs to develop, test, use and support the interaction of your application with the LawNet APIs.

3.2   The LawNet APIs, are, in general, licensed to the Recipient at no charge. There may be charges for the use of APIs under certain scenarios or under other tiers and details of the applicable license fees will be provided by SAL to the Recipient separately.

3.3   Where access to the Content is provided to the Recipient through an API gateway, the Recipient will be given a set of Access Credentials. "**Access Credentials**" means the necessary security keys, secrets, tokens, and/or other credentials to access the applicable APIs.

3.4   The Recipient is responsible for all actions or activities that happens by, through or under the Recipient's account or Access Credentials, unless the Recipient reports suspected misuse in writing.

3.5   The Recipient must comply with the Acceptable Use Policy set out at the end of these T&Cs and all applicable laws and regulatory requirements, including privacy laws and intellectual property laws in using or accessing the LawNet APIs.

3.6   The Recipient must not copy, modify, distribute, sell, lease, loan or trade any access to the LawNet APIs or any data or information on them except for the purposes as set out in Clause 8.2 below.

3.7   Any Content delivered by SAL to the Recipient through the LawNet APIs shall be on an "**As Is**" basis. SAL makes no representation and extends no warranties of any kind, either express or implied. SAL does not guarantee that the LawNet APIs will be free from bugs or viruses, and SAL also does not guarantee that the LawNet APIs or the Content therein will be fit for purpose.

3.8   Except as provided for in Clause 3.9 below, the Recipient shall not use SAL's name, trademarks or other logos in any publicity, advertising or news release without the prior written approval from SAL.

3.9   The Recipient agrees to recognize the contribution of SAL as the source of the Content in all written, visual or oral public disclosures concerning Recipient's application development efforts.

3.10   SAL will ensure that the LawNet APIs are always available, but does not guarantee that the operation of or access to the LawNet APIs will be uninterrupted or continuous. Access may be interrupted for maintenance, repairs, upgrades, network or equipment failures.

4   Intellectual Property Rights

4.1   The Recipient acknowledges and agrees that the Recipient has no right, title or interest in or to the LawNet APIs or the Content therein and will not challenge the ownership or Intellectual Property ("**IP**") rights of the Singapore Academy of Law or our licensors thereto.

4.2   "**IP**" means any ideas, data, inventions, discoveries, developments, enhancements, works of authorship,

computer programs, databases and technical, business and other information, and any property rights protected under the patent, copyright, mask work rights, trade secret, trademark or other intellectual property or moral rights laws of any state or national government, including all rights under any registrations issued now or in the future by any governmental authority with respect to the same, and all rights under any pending applications for registration filed now or in the future, in any part of the world.

4.3   Any intellectual property that is already owned or licensed by either party prior to the existence of this agreement shall remain with that party and nothing in these T&Cs shall constitute a transfer of interest in such intellectual property to the other party.

4.4   Intellectual property created, procured and/or developed by either party independently of the other in the course of this relationship shall be owned by that party solely.

4.5   For the avoidance of doubt, you retain your ownership rights in your application, and we own and will continue to own our APIs, documentation, and LawNet Services, including all related IP rights therein.

5   Duration and Termination

5.1   SAL will notify the Recipient by email of the start date of access ("**Start Date**") to the LawNet APIs.

5.2   The Recipient will be allowed access to the LawNet APIs, and the Content therein for a period of ninety (90) days from the Start Date ("**Period of Use**").

5.3   SAL will terminate Recipient's access to the LawNet APIs at the end of the Period of Use.

5.4   SAL may, at its own discretion, choose to extend the Recipient's Period of Use on a case-by-case basis. These T&C's will continue to apply during the extended Period of Use.

5.5   The Recipient may seek to terminate its access to the LawNet APIs at any time by giving seven (7) days notice in writing to SAL to deactivate the Recipient's account and Access Credentials.

5.6   SAL reserves the right in our sole and absolute discretion and without prior notice to the Recipient, to restrict, suspend or terminate the Recipient's access to and/or use of all or any part of the LawNet APIs, if SAL reasonably believes:

(a)   the Recipient is in breach of these T&Cs;

(b)   the Recipient is using the LawNet APIs and/or the Content in a manner that would cause a real risk of harm or loss to us, other users, or the public;

(c)   SAL is requested to do so by government or regulatory authorities or as required under applicable laws, regulations or legal processes; or

(d)   our provision of access to the LawNet APIs and/or Content to the Recipient is no longer possible or commercially viable.

5.7   Upon termination or expiration of the Recipient's access, these T&Cs will also terminate except for Clauses 5.10, 6 to 8.

5.8   Where SAL considers necessary or appropriate, SAL will report any breach of these T&Cs (or the Acceptable Use Policy) to law enforcement authorities and SAL will cooperate with such authorities by disclosing the Recipient's identity and providing any information about the Recipient within our systems to them. SAL may also take legal action against the Recipient where necessary or appropriate.

5.9   Upon termination or expiration of the Recipient's access to the LawNet APIs, the Recipient shall, at his own cost and expense, destroy or otherwise dispose of all Content (including and not limited to all digital copies thereof and extracts therefrom) and provide a written confirmation to SAL of such destruction or disposal. SAL may, in its absolute sole discretion, waive the requirement for the written confirmation for any person.

5.10   The Recipient further agrees that without the written approval from the Singapore Academy of Law, there shall be no further exploitation of the LawNet APIs, and/or the Content therein, beyond the Period of Use.

6   Governing Law and Dispute Resolution

6.1   These T&Cs are governed by and shall be construed in accordance with the laws of the Republic of Singapore. The Recipient agrees to submit to the non-exclusive jurisdiction of the Courts of Singapore.

7   General

7.1   These T&Cs constitute the entire agreement between the Singapore Academy of Law and the Recipient relating to the use of the LawNet APIs and supersede and cancel in all respects all previous communications, agreements and undertakings between the parties, whether written or oral.

7.2   The Recipient shall not assign or transfer these T&Cs or its rights or obligations hereunder without the Singapore Academy of Law's prior written consent. The Singapore Academy of Law may assign or transfer these T&Cs or its rights or obligations hereunder upon prior notice to the Recipient.

7.3   A waiver (whether expressed or implied) by a party of any of these T&Cs or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of these T&Cs not waived or from acting on any subsequent breach of or default by the other party under any of these T&Cs.

7.4   A failure by the Singapore Academy of Law to exercise or enforce any rights conferred upon it by these T&Cs shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

7.5   The invalidity, illegality or unenforceability of any of these T&Cs shall not affect the validity, legality and enforceability of the remaining provisions of these T&Cs.

7.6   Nothing in these T&Cs shall be deemed to create a joint venture or partnership or any employer-employee or principal-agency relationship of any kind between the parties. Neither party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.

7.7   A person who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of these T&Cs.

7.8   The rights and remedies under these T&Cs are cumulative and not exclusive of any other right or remedy provided by law or equity.

8   Acceptable Use Policy

8.1   The Recipient agrees that he / she is only authorised to use the LawNet APIs as intended by SAL for the Recipient's own application development purposes for the duration of the Period of Use, and that the Recipient shall not duplicate, download, modify or otherwise distribute the material or the Content for any commercial purpose, unless otherwise specifically authorized by us in writing to do so.

8.2   The Recipient may download, print, email, transmit electronically and store reasonable copies of the

Content accessed through the LawNet APIs purely for the Recipient's internal application development purposes, during the Period of Use.

8.3   The Recipient agrees not to misuse the LawNet APIs or help anyone else to do so. For example, the Recipient agrees **not to do** any of the following in connection with the LawNet APIs:

(a)   use the LawNet APIs for unlawful or unauthorized purposes;

(b)   re-sell or attempt to benefit in any commercial fashion from any Content available in the LawNet APIs;

(c)   probe, scan, or test the vulnerability of any system or network;

(d)   breach or otherwise circumvent any security or authentication measures or service use limits;

(e)   access, tamper with, or use non-public areas or parts of the LawNet APIs or gateway;

(f)   interfere with or disrupt any user, host, or network, for example by sending a virus, trojan, worm, logic bomb, or any other material that is malicious or technologically harmful, overloading, flooding, spamming, or mail-bombing any part of the LawNet APIs or gateway, or by scripting the creation of any content in such manner as to interfere with or create an undue burden on the LawNet APIs or gateway;

(g)   reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the LawNet APIs or any related technology that is not open source;

(h)   post, publish, upload, display, distribute, or share materials that are unlawful, inappropriate, profane, pornographic, obscene, indecent, libelous, defamatory, abusive, or knowingly false, and/or that infringe intellectual property rights;

(i)   violate the letter or spirit of these T&Cs;

(j)   violate applicable laws or regulations in any way; or

(k)   violate the privacy or infringe the rights of others.

8.4   The Recipient also must not do or permit or cause any other person to do the following without SAL's prior written consent:

(a)   reproduce, duplicate or copy the whole or any portion of the Content, except for the purposes as stated in Clause 8.2

(b)   modify, adapt, translate, publish, display, transmit, broadcast, podcast, webcast, distribute, sell, resell, trade or exploit for any purpose, the whole or any portion of, or any access to the LawNet APIs or the Content therein;

(c)   use the LawNet APIs or the Content therein for the provision of outsourcing or the running of service bureaus; or

(d)   whether manually or with the help of computer programs, download or attempt to download information or data for the purpose of creating or adding to an electronic search or retrieval facility (online or otherwise).

Last Updated - 27 MAY 2019

SCHEDULE 1

LIST OF CONTENT
PROVIDED

1. Unreported Singapore Judgments from the years 2000 to 2016
2. Singapore Law Reports (random selection from the years 1965 to 2016)

- End -