



HDB Flat Portal

Terms and Conditions for Resale Flat Listing Service

By accessing or using this facility or any part of this facility, you hereby unconditionally agree to be bound by the prevailing Terms and Conditions.

PROVISION AND USE OF LISTING SERVICE

1. HDB may, at its discretion, provide a Resale Flat Listing Service (“Listing Service”) which may include any, some or all of the following key features:
- a. A facility for a prospective seller or his authorised agent (“Seller”) to create a listing (“Listing”) of the Seller’s HDB flat (“Listed Flat”) that the Seller is intending to sell. Such listings may contain information and/or other material transmitted, distributed, posted, communicated to HDB by the Seller (“Seller-supplied Material”).

b. A facility for a Seller to upload Seller-supplied Material about the Listed Flat onto the site for the purpose of creating a Listing.

c. A facility for a Seller to add, modify and/or delete Seller-supplied Material on the Listing.

d. A facility for a prospective buyer or his authorised agent (“Buyer”) to view, browse and peruse Listings on the site.

e. A facility for a Buyer to transmit, distribute, post or communicate information or other material (including but not limited to the Buyer’s contact information) (“Buyer-supplied Material”) to any Seller of the Buyer’s choice for the purpose of conducting pre-contractual negotiations and/or physical viewing of the Listed Flat.
2. The Listing Service is only available to a Seller or Buyer who has successfully registered his Intent to Sell or HDB Flat Eligibility (HFE) Letter on the HDB Flat Portal and subject to the following:
- a. If there is more than one seller or buyer, the Seller or Buyer who uses the Listing Service (as the case may be) shall be deemed to have obtained the consent of all other sellers or buyers (as the case may be) in relation to the usage of the Listing Service.

b. Without prejudice to the aforementioned, if there is more than one seller or buyer, all references to Seller or Buyer shall refer to all sellers or all buyers (as the case may be). The terms and conditions set out here shall also apply to all sellers or buyers (as the case may be) jointly and severally.
3. Without prejudice to the generality of the Terms of Use of the HDB InfoWEB which shall continue to apply to you, by using the Listing Service, you hereby acknowledge and agree to the fullest extent permitted by law to the following:
- a. HDB’s obligations do not in any way include acting on behalf of any person (whether individual, body corporate or otherwise). Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any agency or partnership between you and HDB or between HDB and any such person, or authorise you to make or enter into any commitments for or on behalf of HDB.

b. HDB does not in any way warrant, represent or guarantee that the Listings on the Listing Service reflect all the HDB flats available, soon-to-be available or intended to be available for sale. HDB does not warrant, represent or guarantee that a party using the Listing Service will be able to receive all Listings using the Listing Service or that a Listing will be available to all parties using the Listing Service.

c. HDB shall not be liable for any loss, liability, cost, expense or damage suffered or incurred in respect of the behaviour, response or actions of any party using the Listing Service.
4. The usage of the Listing Service by any party, including but not limited to the successful creation, addition to, variation or modification of any Listing, shall not be construed as HDB’s acceptance or approval, whether express or implied, of the prospective, intended or actual resale of the Listed Flat under HDB’s policies, rules and regulations. Parties using the Listing Service intending to conduct a resale of the Listed Flat shall submit the relevant applications on the HDB Flat Portal.

MATERIALS DISPLAYED IN LISTING SERVICE

5. If you are a Seller, you warrant and represent that:
- a. You have consented to furnishing all Seller-supplied material to HDB (including but not limited to all your personal data and the flat address/details) and are the copyright owner of any Seller-supplied Material which is transmitted, distributed, posted, communicated or stored on the site.

b. All Seller-supplied Material is correct, complete, accurate, up-to-date and not misleading.

c. In the event the Seller-supplied Material contains any objectionable contents as determined by HDB including but not limited to nudity and sexually suggestive content, discriminatory content, self-harm, violence, personal information of individuals without their consent, hate speech, credible threats, or direct attacks on an individual or group, cybersecurity threats, sale of goods or provision of services suspected to be prohibited by law, copyrighted content without permission, offensive language or content, political comments, or criticisms, spam, false advertisement, material unrelated to the sale of the Listed Flat, unrealistic Listing price, content that goes against the public interest or any incorrect, incomplete, inaccurate, out-of-date or misleading information, HDB reserves the right to remove the Material at its sole discretion, and you shall immediately take all necessary steps to rectify or remove such Seller-supplied Material.

d. You hereby agree that HDB shall have the sole and absolute discretion to deny, block or restrict access to the Listing Service to any person without providing any reason whatsoever, without any notice, whether written or otherwise, in the event of any breach of the above conditions and HDB shall not be liable for any loss, liability, cost, expense or damage suffered or incurred in relation to any action by HDB to deny, block or restrict any party’s access to the Listing Service. In the event of severe breaches, HDB shall also have the sole and absolute discretion to lodge a report to the Police or relevant authority against the Seller.
6. If you are a Buyer, you warrant and represent that:

- a. You have consented to furnishing all Buyer-supplied material to HDB (including but not limited to all your personal data and the flat address/details) and are the copyright owner of any Buyer-supplied Material which is transmitted, distributed, posted, communicated or stored on the site.
- b. All Buyer-supplied Material is correct, complete, accurate, up-to-date and not misleading. In the event the Buyer-supplied Material is incorrect, incomplete, inaccurate, out of date or misleading, you shall immediately take all necessary steps to rectify or remove such Buyer-supplied Material.
- c. In the event the Buyer-supplied Material contains any objectionable contents as determined by HDB including but not limited to nudity and sexually suggestive content, discriminatory content, self-harm, violence, personal information of individuals without their consent, hate speech, credible threats, or direct attacks on an individual or group, cybersecurity threats, sale of goods or provision of services suspected to be prohibited by law, copyrighted content without permission, offensive language or content, political comments, or criticisms, spam, false advertisement, material unrelated to the sale of the Listed Flat, content that goes against the public interest or any incorrect, incomplete, inaccurate, out-of-date or misleading information, HDB reserves the right to remove the Material at its sole discretion, and you shall immediately take all necessary steps to rectify or remove such Buyer-supplied Material.
- d. You hereby agree that HDB shall have the sole and absolute discretion to deny, block or restrict access to the Listing Service to any person without providing any reason whatsoever, without any notice, whether written or otherwise, in the event of any breach of this condition and HDB shall not be liable for any loss, liability, cost, expense or damage suffered or incurred in relation to any action by HDB to deny, block or restrict any party's access to the Listing Service. In the event of severe breaches, HDB shall also have the sole and absolute discretion to lodge a report to the Police or relevant authority against the Buyer.

7. Unless otherwise expressly stated by HDB in writing, HDB does not verify the accuracy, correctness and completeness, or vary, edit or modify any Seller-supplied Material, any Buyer-supplied Material and/or any other information and/or other material transmitted, distributed, posted, communicated by the Seller and/or Buyer in relation to the Listing Service.
8. Where a floor plan is displayed, any information (including size, position, shading of structural members, walls and columns) displayed (the "Content") is indicative only and subject to change or review without notice at any time and at HDB's sole discretion. The Content including but not limited to measurements or dimensions shown is to be verified by you on site. HDB neither represents nor warrants the accuracy, completeness, reliability, currency or adequacy of the Content for any purpose. At no time should any reliance be placed on the Content, and any such reliance shall be at your sole risk. HDB shall not be responsible in any way for any damage or loss suffered by any person, whether directly or indirectly, as a result of reference to, usage of and/or reliance on the said Content or as a result of any error or omission therein.
9. You hereby agree that the Seller-supplied Material or Buyer-supplied Material (as the case may be) shall not contain any information and/or material unrelated, substantially or otherwise, to the prospective sale of any Listed Flat ("Unrelated Material"), or which are incorrect, inaccurate, incomplete, out of date and/or misleading ("Inaccurate Material"), and acknowledge and accept that HDB shall have the sole and absolute discretion to add to, vary, modify or delete any unrelated or inaccurate material or the entire Listing containing such unrelated or inaccurate material as HDB may deem fit, without any notice, whether written or otherwise, to you and HDB shall not be liable for any loss, liability, cost, expense or damage suffered or incurred in relation to such addition to, variation, modification or deletion of such unrelated or inaccurate material and/or such Listing.
10. HDB shall not be liable for any loss, liability, cost, expense or damage suffered or incurred by any person (whether individual, body corporate or otherwise), in reliance on any Seller-supplied Material and/or any Buyer-supplied Material, and you hereby agree to indemnify HDB against all losses, liabilities, costs, damages and expenses (including but not limited to legal costs on a solicitor and client basis) suffered or incurred by HDB arising (whether directly or indirectly) in relation to any breach of this clause by you.

ACCESS TO DESIGNATED PERSONS

11. You hereby acknowledge and agree that by granting a person access to the Listing Service on your behalf ("Designated Person"), or by accessing this Listing Service as a Designated Person, the following applies:
- a. These Terms and Conditions and the Terms of Use of the HDB InfoWEB shall apply to both the Designated Person and the person granting the Designated Person access to this Listing Service ("Principal Person").
 - b. Both the Designated Person and the Principal Person shall not breach these Terms and Conditions as well as the Terms of Use of the HDB InfoWEB by engaging in conduct (whether intentionally, negligently or otherwise) contrary to the said Terms and Conditions as well as the said Terms of Use, including but not limited to transmitting, distributing, posting or communicating any Unrelated Material or Inaccurate Material.
 - c. HDB shall have the sole and absolute discretion to vary, modify or revoke the access to use this Listing Service granted to any Designated Person and/or granted by any Principal Person as HDB may deem fit, without any notice, whether written or otherwise, to the Designated Person and/or the Principal Person and HDB shall not be liable for any loss, liability, cost, expense or damage suffered or incurred in relation to such variation, modification or revocation of such access;
 - d. HDB shall be indemnified by such Designated Person and Principal Person (jointly and severally) against all losses, liabilities, costs, damages and expenses (including but not limited to legal costs on a solicitor and client basis) suffered or incurred by HDB arising (whether directly or indirectly) in relation to any such variation, modification or revocation of access; and
 - e. HDB shall have the sole and absolute discretion to report any conduct contrary to the said Terms and Conditions as well as the said Terms of Use to any relevant authority as HDB may deem fit.

COMMUNICATIONS BETWEEN USERS

12. You hereby agree that any retrieval of contact information, communication, interaction or dealing between you and any party arising from the flat listing whether or not carried out on or through this facility or through other means of communication, including but not limited to emails, WhatsApp or other chat platforms, SMS, physical viewing of the Listed Flat, are strictly between you and the other party, and subject to the following:
- a. Such retrieval of contact information, communication, interaction or dealing must be for the sole purpose of the Seller's sale and/or the Buyer's purchase of the Listed Flat, or in the case of a Principal Person represented by a Designated Person, the sole purpose of the Principal Person's sale (as a Seller) or purchase (as a Buyer) of a Listed Flat.
 - b. Any disputes or issues arising from such communication, interaction or dealing shall be considered as personal disputes and shall not involve HDB.

- c. You hereby indemnify HDB against all losses, liabilities, costs, damages and expenses (including but not limited to legal costs on a solicitor and client basis) suffered or incurred by HDB arising (whether directly or indirectly) in relation to any such retrieval of contact information, communication, interaction or dealing.

13. You hereby agree that, by transmitting, distributing, posting, communicating or storing any information or material that constitutes your personal data (as defined under the Personal Data Protection Act 2012) on the Listing Service (or any part of it), the following applies:

- a. You hereby consent to the transmission, distribution, posting, communication or storage of such personal data to other party or parties using the Listing Service for any of the following purposes:
 - i. Creation, variation or modification of a Listing on the Listing Service;
 - ii. Pre-contractual negotiations with any such other party or parties using the Listing Service; and
 - iii. Making arrangements with any such other party or parties using the Listing Service for a physical viewing of any Listed Flat.
- b. You hereby agree that HDB shall not be liable for any loss, liability, cost, expense or damage suffered by you and/or any person (whether individual, body corporate or otherwise) relating to any breach of the Personal Data Protection Act 2012 or Public Sector (Governance) Act 2018 or any other applicable data protection laws, legislation, rules and policies in relation to the transmission, distribution, posting, communication or storage of the personal data by you and/or any party using the Listing Service. You also hereby agree to indemnify HDB against all losses, liabilities, costs, damages and expenses (including but not limited to legal costs on a solicitor & client basis) suffered or incurred by HDB arising (whether directly or indirectly) in relation to any such breach.

COMPLIANCE WITH PREVAILING LAWS, LEGISLATION, RULES, POLICIES AND REGULATIONS

14. You shall at all times use the Listing Service in accordance with the prevailing law, legislation, rules, policies and regulations, and hereby agree that:

- a. HDB shall have the sole and absolute discretion to deny, block or restrict access to the Listing Service to any person without providing any reason whatsoever, without any notice, whether written or otherwise, in the event of any breach of this condition and HDB shall not be liable for any loss, liability, cost, expense or damage suffered or incurred in relation to any action by HDB to deny, block or restrict any party's access to the Listing Service. In the event of severe breaches, HDB shall also have the sole and absolute discretion to lodge a report to the Police or relevant authority.
- b. HDB shall not be liable for any loss, liability, cost, expense or damage suffered by you and/or any party using the Listing Service in breach of this clause. You also hereby agree to indemnify HDB against all losses, liabilities, costs, damages and expenses (including but not limited to legal costs on a solicitor and client basis) suffered or incurred by HDB arising (whether directly or indirectly) in relation to any breach of this clause by you.

15. You hereby acknowledge and agree that it is your sole responsibility to ensure that you enter into any necessary contractual arrangements with the Seller or Buyer (as the case may be). The terms of any contractual arrangements shall be negotiated and agreed upon between you and the Seller or Buyer (as the case may be) directly, in accordance with the prevailing law, legislation, rules, policies and regulations.

OTHER PROVISIONS

16. In the event of any dispute between you and any party using the Listing Service (whether it relates to the contractual arrangements between the parties or otherwise) ("Dispute"), you hereby agree that HDB shall not be liable for any loss, liability, cost, expense or damage suffered by you, the Seller or Buyer (as the case may be), any party using the Listing Service and/or any other person (whether individual, body corporate or otherwise) resulting from any such Dispute and you hereby release and hold HDB harmless from any such loss, liability, cost, expense or damage in relation to any Dispute. You also hereby agree to indemnify HDB against all losses, liabilities, costs, damages and expenses (including but not limited to legal costs on a solicitor and client basis) suffered or incurred by HDB arising (whether directly or indirectly) in relation to any Dispute.

17. You hereby agree, except to the extent required by law, to the following:

- a. HDB is strictly not under any obligation, whether to you, any party using the Listing Service or any other person (whether individual, body corporate or otherwise), to disclose any information or material transmitted, distributed, posted, communicated or stored on, to or through the site by you and/or any party using the Listing Service, for any intent, purpose or reason whatsoever.
- b. HDB shall not be liable for any loss, liability, cost, expense or damage suffered by you and/or any party arising (whether directly or indirectly) in relation to any such non-disclosure and/or any disclosure as may be required by law. You also hereby agree to indemnify HDB against all losses, liabilities, costs, damages and expenses (including but not limited to legal costs on a solicitor and client basis) suffered or incurred by HDB arising (whether directly or indirectly) in relation to any such non-disclosure and/or any such disclosure as may be required by law.

18. You hereby agree that any information or material transmitted, distributed, posted, communicated or stored on, to or through the use of this site may be stored on HDB's computer systems for such time period as HDB may determine in its sole discretion. HDB shall not be required to disclose, comment, confirm or deny whether any particular information or material is stored on HDB's computer systems at any point of time.

19. HDB may from time to time add, modify, suspend or cease (whether temporarily or permanently) the provision of any part of the Listing Service without any notice, whether written or otherwise, to you.

20. HDB may add to, vary, modify or delete any part of these Terms & Conditions at any time, without any notice, whether written or otherwise, to you.

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