



## SUBSCRIPTION AGREEMENT

AN AGREEMENT made BETWEEN the company named in the Subscription Confirmation section displayed on the REALIS website at [www.ura.gov.sg/reis](http://www.ura.gov.sg/reis) ("the Subscriber") and URBAN REDEVELOPMENT AUTHORITY, a body corporate established under the Urban Redevelopment Authority Act (Cap 340) and having its registered office at 45 Maxwell Road, The URA Centre, Singapore 069118 ('URA').

WHEREAS the Subscriber is desirous of subscribing to, and URA agrees to provide, the following services ('the Services') in accordance with the terms and conditions set out herein:-

Online access to URA's Real Estate Information System ("REALIS") through the internet. The service excludes equipment and internet connection charges.

The parties HEREBY AGREE as follows:-

### 1 RIGHTS & OBLIGATIONS OF THE SUBSCRIBER

- 1.1 The Subscriber shall pay the cost ("the Cost") stated in the subscription confirmation section displayed on the REALIS website ("the Subscription Confirmation") to URA in consideration for the Services to be provided by URA. The Cost paid by the Subscriber is non-refundable. The Services shall only be made available for access after URA receives payment of the Cost.
- 1.2 The Cost shall be paid by the Subscriber in one of the following manners:-
  - By eNets Debit (DBS/POSB/UOB/Citibank/OCBC/Standard Chartered Internet Banking)
  - By Credit card (VISA/Mastercard)
  - By PayNow
  - By Bank Transfer
- 1.3 The Subscriber shall indemnify URA against all actions, claims, damages, loss or other costs arising directly or indirectly from the provision of the Services by URA. For this purpose, the Subscriber shall ensure that all persons to whom the Subscriber provides any information or data obtained under the Services, agree and acknowledge that URA is not liable in tort or contract or otherwise, for any damage or loss whatsoever which may arise directly or indirectly therefrom.
- 1.4 The Subscriber shall not transfer or assign any of its rights or obligations under this Agreement without the written consent of URA. The Subscriber shall ensure that no security token(s), login credentials or passwords relating to the main account or sub-account(s) are shared with any other person.
- 1.5 The Subscriber shall not alter, remove or tamper in any way any information or data contained in REALIS. Unless expressly agreed to by URA, the Subscriber shall not copy, reproduce, store in a retrieval system, distribute, modify or

otherwise transmit any information or data contained in REALIS, except for the downloading of the information for the Subscriber's own analysis.

- 1.6 The ownership of and sole right to the copyright to all information and data, except for the information or data pertaining to industrial properties ("Industrial Property Data"), provided by URA in the Services are and shall at all times remain vested in URA.
- 1.7 The ownership of and sole right to the copyright to the Industrial Property Data provided in the Services lie with and vest in the Jurong Town Corporation, a body corporate established under the Jurong Town Corporation Act (Chapter 150) and having its place of business at The JTC Summit, 8 Jurong Town Hall Road, Singapore 609434 ("JTC"). Without prejudice to any other obligation of the Subscriber or the rights of URA in this Agreement, the Subscriber agrees –
  - (a) to indemnify JTC against all actions, claims, damages, loss or other costs arising directly or indirectly from the Subscriber accessing the Industrial Property Data in REALIS;
  - (b) to ensure that all persons to whom the Subscriber provides any Industrial Property Data obtained under the Services agree and acknowledge that JTC is not liable in tort or contract or otherwise for any damage or loss whatsoever which may arise directly or indirectly therefrom;
  - (c) that JTC shall not be liable for any loss, damage or claim whatsoever which the Subscriber or any other person may sustain arising from the use of any Industrial Property Data obtained from or by virtue of the Services, or which is caused directly or indirectly by any mistake, error, omission, interruption, defect, virus, illegal tampering or by any delay or failure in operation or transmission of the Services.

## **2 RIGHTS AND OBLIGATIONS OF URA**

- 2.1 In consideration of the Cost paid by the Subscriber, URA shall provide the Subscriber with an account or accounts for access to REALIS according to the particulars set out in the Subscription Confirmation.
- 2.2 Notwithstanding any other provision set out herein, URA may decline at its sole discretion, to disclose or provide any information or data which relates to or forms part of the Services, if such disclosure or provision contravenes any law or regulation or if such disclosure or provision is prohibited or restricted by any government authority. Unless expressly agreed to by URA, the Subscriber shall not demand any waiver or reduction of the Cost or any part thereof as compensation whatsoever, for any such non-disclosure or non-provision of information or data.
- 2.3 URA shall not be liable for any loss, damage or claim whatsoever which the Subscriber or any other person may sustain arising from the use of any information or data whatsoever obtained from or by virtue of the Services, or which is caused directly or indirectly by any mistake, error, omission, interruption, defect, virus, illegal tampering or by any delay or failure in operation or transmission of the Services.

- 2.4 URA reserves the right to update or modify the information and data contained in REALIS from time to time without prior notice. URA further reserves all rights to deny or restrict access to REALIS to any particular person or to any main account or sub-account at any time, for any reason, including, without limitation, if URA believes that the Subscriber has violated or acted inconsistently with the spirit of this Agreement.
- 2.5 The terms and conditions in this Subscription Agreement may be amended by URA from time to time without prior notice. You shall be deemed to have accepted and agreed to the terms and conditions as amended upon your access to REALIS after the amendments have been made. You should therefore check the Subscription Agreement every time you access REALIS.

### **3 SUBSCRIPTION PERIOD AND RENEWAL**

- 3.1 This Agreement shall commence on the date stated in the Subscription Confirmation and shall be valid until the expiry date stated in the Subscription Confirmation unless otherwise renewed by the parties in writing before the expiry of this Agreement and on terms to be agreed upon.

### **4 OTHERS**

- 4.1 If during the subsistence of this Agreement, a state of war or any state of riot, civil commotion or general strike or any earthquake, flood, pandemic or other acts of God arises or exists to prevent the fulfilment of this Agreement, URA may at its absolute discretion, suspend this Agreement for any period or determine this Agreement without being liable therefor in damages.
- 4.2 Any notice, request, waiver, consent or approval shall be in writing and shall be deemed to have been received by the intended party on delivery if sent by personal delivery or in the ordinary course of mail if sent by post or upon the complete despatch if sent by electronic mail to such party's address, or email address as specified in the Subscription Confirmation or as the parties may henceforth notify in writing
- 4.3 This Agreement shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore. The parties hereby submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.
- 4.4 It is hereby also expressly agreed that URA's web servers may collect information on usage of the Services by the Subscriber and such data collected will be used by URA or by such other third parties authorised by URA to assess the effectiveness of URA's web-site for the purpose of further enhancing its content and services. The Subscriber shall not object to or in any way oppose any such collection and use of the aforesaid data or information.
- 4.5 Except for JTC, a person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.
- 4.6 By accessing REALIS, the Subscriber agrees and accepts to be legally bound and to comply with the [CorpPass Digital Services Terms of Use](#). The Subscriber's attention is drawn to clause 23.3(c) of the CorpPass Digital

Services Terms of Use where the Subscriber has agreed that the Subscriber's CorpPass Enquiry Users and CorpPass Users are responsible for monitoring and ensuring the security of their respective Sub-Accounts and the proper access and usage of the same. This includes but is not limited to ensuring that no security token(s), login credentials or passwords relating to their respective Sub-Accounts are shared with any other person.