

CRIMSONLOGIC SERVICE BUREAU - SERVICE TERMS AND CONDITIONS

IMPORTANT - PLEASE READ THESE SERVICE TERMS AND CONDITIONS CAREFULLY, AS THEY CONSTITUTE THE AGREEMENT BETWEEN YOU AND CRIMSONLOGIC PTE LTD ("CL") FOR THE USE OF THE SERVICE BUREAU ("AGREEMENT"). YOU ("THE APPLICANT") HEREBY ACKNOWLEDGE AND AGREE THAT:-

Introduction

1. This Service Bureau is operated by CL. The role of the Service Bureau is limited to providing the Applicant with the convenience and assistance ("SB Services") for using the various services ("Services") which may be offered by CL and/or other parties ("Service Providers") through the Service Bureau.
2. CL operates this Service Bureau pursuant to a contract with the Government of Singapore. CL may terminate this Agreement if:
 - (a) the contract between the Government of Singapore and CL for the operation of the Service Bureau is terminated for any reason whatsoever; or
 - (b) the requirements imposed by the Government on CL are such that CL must terminate the Agreement.

CL shall not be in breach or be construed as being in breach of any duty or of the terms of this Agreement in connection with any termination of this Agreement pursuant to this Clause.

Service Standards

3. CL will endeavour to use reasonable care and effort in the provision of the SB Services, and minimize any errors that occur. However, CL does not warrant that the SB Services will be error-free or that the SB Services will be available at all times. CL reserves the right to modify, enhance, suspend or withdraw the SB Services or any part thereof at any time without prior notice.
4. In the event that an error which may be attributable to the provision of the SB Services occurs, CL may at its sole discretion waive such filing costs which may be incurred by the Applicant in correcting the error. Waiver of such filing costs shall be the Applicant's sole and exclusive remedy for such errors.
5. The Services are provided based solely on information and/or documents supplied by the Applicant. CL shall not check and will not be responsible for undertaking any checks on the appropriateness, accuracy or completeness of such information and/or documents. In particular, CL will not be responsible and you agree not to hold CL responsible for the rejection of such information and/or documents by the Singapore Judiciary due to their lack of appropriateness, accuracy or completeness. CL will not be responsible for providing advice on issues of legal or Court procedure, and it is the sole responsibility of the Applicant to seek independent legal advice. Any suggestion or information offered by CL's personnel is limited to service related procedures. You are free to reject the suggestion and/or disregard the information provided. If you choose to

accept such suggestions and/or rely on the information so provided by CL's personnel, you do so strictly at your own risk.

Applicant's Duty

6. The Applicant shall ensure that all hardcopy and softcopy documents to be submitted to the Singapore Judiciary through the Service Bureau shall meet the Service Bureau's format requirements. A copy of the said format requirements may, on request, be inspected at the Service Bureau. The format requirements may change from time to time. The Service Bureau shall not be obliged to accept or transmit any documents which do not meet the stipulated format requirements.
7. The provision of SB Services to the Applicant is conditional upon the Applicant completing the relevant forms and complying with any procedures laid down by CL and/or the Service Providers. CL reserves the right not to serve the Applicant in the event that the Applicant does not comply with the provisions of this clause.
8. The Applicant shall ensure that any storage media containing softcopy submissions which are handed over to CL does not contain any malware (including but not limited to viruses, Trojans, worms, logic bombs or other material which is malicious or which may harm any of CL's systems).
9. The Applicant is fully responsible for any submissions made through the Service Bureau and it is the responsibility of the Applicant to follow up on the outcome of the submission. In the event the Applicant has opted for SMS service but failed to receive any notification within the expected time for completion or five (5) working days from the date of filing (whichever is the earlier), the Applicant is advised to immediately contact the Service Bureau to follow up on the outcome of the submission.

Limitation of Liabilities and Indemnities

10. CL shall not be liable for any direct, indirect or consequential damages, including but not limited to loss of profits, loss of savings, or any claim made on the Applicant by any other parties, arising from the use of the Services provided, even if CL may have been notified of the possibility of such loss. In any event, CL's maximum liability arising from any claim shall be limited to the charges paid by the Applicant for the Services.
11. In the event that the Applicant submits softcopy documents to CL, the Applicant agrees that CL shall not be liable for:
 - (a) any loss or damage to any storage media containing the softcopy documents which is provided to CL; and
 - (b) any errors made by the Applicant in the softcopy documents.

The Applicant shall indemnify CL against all damage which may be caused to CL's hardware, software, network or equipment as a result of any malware (including but not limited to viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful) which is embedded in the softcopy submissions or the storage media containing the softcopy submissions.

12. The Applicant shall indemnify CL against all actions, suits, proceedings, claims, expenses, loss, damages, costs, charges and liabilities whatsoever which may be taken or made against CL or incurred or become payable by CL arising out of the Applicant's use of the Services.

Payment of Services

13. The Applicant shall pay for the SB Services and Services in accordance with the charges which are set out by CL and Service Providers, including any rejection fees which may be imposed by the Singapore Judiciary for rejected documents. In the event of any error in computing payment due, the Applicant agrees to make up the shortfall within a reasonable time of notification.
14. In the event that payment is not made, CL reserves the right to decline or withhold Services.
16. In the event that the Applicant is using the Service Bureau for or on behalf of another party, the Applicant warrants that he or she is duly authorized to act, to enter into all necessary transactions and to transmit and receive all communications on behalf of the other party. The Applicant shall indemnify CL against all actions, suits, proceedings, claims, expenses, loss, damages, costs, charges and liabilities whatsoever which may be taken or made against CL or incurred or become payable by CL by the other party.

Amendments and Updates

17. CL may amend these Service Terms and Conditions from time to time and will make available the updated Service Terms and Conditions on eLitigation website [https://www.elitigation.sg/ layouts/IMAGES/IELS/Home/Docs/SBServiceTermsandConditions.pdf](https://www.elitigation.sg/layouts/IMAGES/IELS/Home/Docs/SBServiceTermsandConditions.pdf). Each time you use our SB Services, you acknowledge and agree that our latest Service Terms and Conditions shall apply to you.