



## **NUS SOFTWARE TERMS OF USE**

**VERSION 1.0**

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4. In the course of your access and/or use of the IT Resources, you may receive, transmit, upload, host, store, process, send and share information, text, software, images, videos, messages or data that may belong to you or to other third parties ("User Content"). You represent and warrant that you have all the rights, including intellectual property rights, necessary for such User Content to be received, transmitted, uploaded, hosted, stored, processed, sent and shared in the course of your access and/or use of the IT Resources, and that the collection, use and retention of such User Content by NUS and/or its service providers in the course of providing you with the IT Resources will not result in NUS and/or its service providers infringing, or being in violation of, any law and/or third party's rights. You grant to NUS and its service providers a worldwide, non-exclusive, irrevocable and royalty-free licence

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6. Unless otherwise permitted by NUS, you undertake to immediately remove and/or discontinue use of the IT Resources upon cessation of matriculation or upon your graduation (as the case may be), or upon notification by NUS for any reason, whichever event occurs first. NUS reserves the rights to modify the IT Resources temporarily or permanently, for any reason, with or without notice; or terminate or suspend any IT Resources with ninety (90) days’ advance notice in writing if it deems it impractical to continue providing the IT Resources at its sole discretion. You agree that NUS will not be liable to you or any third-party for any modification, suspension or discontinuance of the IT Resources.

7. To the fullest extent permitted by law, NUS, NUS’ representatives and third party service providers, will not be liable to you for any direct, indirect, incidental, special, consequential or exemplary loss or damage whether in any case arising from or related to (a) the IT Resources, (b) your access and/or use, or inability to access and/or use, the IT Resources, (c) any loss of or damage to your User Content howsoever caused, or (d) claims by any third parties, regardless of the type of claim, whether in contract, tort (including negligence), warranty, misrepresentation, whether or not foreseeable, and regardless of the cause of such damages and/or losses even if NUS has been advised of (or is otherwise aware of) the possibility of such damages and/or losses in advance. Nothing in these Terms of Use shall limit a party’s liability for death or personal injury resulting from his/her negligence.

8. You agree to indemnify and keep NUS indemnified against any and all loss, cost, damage, expense or liability, including without limitation, reasonable attorney fees and costs, incurred or suffered by NUS as a result of any claim or cause of action asserted against NUS by a third party in connection with or arising from your breach of any of the terms contained herein. You acknowledge that you are personally accountable for your use of IT Resources and any breach of your undertaking or your unauthorized use, (a) will also constitute an “offence” within the meaning of Statute 6 and Regulation 10 of the Statutes and Regulations of NUS and you may be liable for such punishment as prescribed therein including expulsion or termination from NUS; and (b) may amount to copyright or other intellectual property infringement claims rendering you liable for civil damages and/or criminal punishment under applicable laws.

9. General. These Terms of Use and any matters related to the same shall be governed by and construed in accordance with the laws of the Republic of Singapore without giving effect to any choice of law principles thereof which would result in the application of the laws of any other jurisdiction. The failure of NUS to enforce any of the terms set out herein shall not constitute a waiver of such a right and shall at no time and in no manner affect the right of NUS to enforce such a term at a later time. If any provision of these Terms of Use is held to be invalid or unenforceable by any judgment of a tribunal, the remainder of these Terms of Use shall not be affected by such judgment and the terms and conditions of these Terms of Use shall be carried out as close as possible according to the original terms and the intent reflected in these Terms of Use. NUS may provide any notice or other communication required or permitted to be given hereunder, including those regarding any amendments to the Terms of Use, by circular, email and/or regular mail. You agree that such notices by circular, email or regular mail will constitute sufficient and adequate notice to you of the matters contained therein. NUS reserves the right to amend these Terms of Use or to implement additional policies, without your consent, from time to time in the future. Although NUS will use reasonable endeavour to inform you of such

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