

Sling User Account Administration Form and Subscriber Terms & Conditions



LNG Portal

User Account Administration Form for Subscribers

This administration form is used to request activation, modification or termination of user ID to access the LNG Portal.

All fields labelled with an asterisk (*) must be completed.

On completion, please fax this form to: **+65 6779 3030** (Attn: Sling Team), or scan and email to: Ingindexdata@emcsg.com

A - Company Information*

Company Name*
Company Type* <input type="checkbox"/> LNG Trading <input type="checkbox"/> Other Trading <input type="checkbox"/> Consulting <input type="checkbox"/> Financial Services <input type="checkbox"/> Others: _____
Company Address*

B - Applicant Information*

First Name*	Last Name*	Job Title*
Email Address*	Business Contact Number* _____ (Office) _____ (Mobile)	

C - Administration Request *

User Account

[Please specify type of request]

- User Creation User Termination User Modification

D - LNG Portal Access Rights

LNG Index Publication (By Default)

E - Authorisation by the Company

This section must be signed by a duly authorised representative of the company, who thereby indicates his agreement with the Terms and Conditions of this Administration Form.

- I want to receive Sling index information and related news from EMC via Email. I also want to access historical information on the Sling index and other related information via the EMC secure website.
- I acknowledge and understand that the subscription fee is SGD400.00+GST per month and will be waived until 31 December 2017 or further notice. (Six months' notice will be given before the fee becomes payable.)

Date and Signature*	Name/Position/Contact Phone No.*
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Terms and Conditions

1 Application and Commencement of Terms and Conditions

- 1.1 These terms and conditions ("**Terms and Conditions**") will be effective from the date the Applicant's User Account is activated by EMC pursuant to the User Account Administration Form submitted by the applicant (the "**Applicant**") to EMC.
- 1.2 The Applicant agrees that these Terms and Conditions will apply to the access and use of the Data as accessible on the subscription service provided by EMC to the Applicant (the "**Subscription Service**") on its corporate website (the "**Website**") or such other platform as may be applicable for the transmission of the Data.

"**Data**" shall be construed to include, without limitation, all data (whether current, forecast or historical), reports, forecasts, summaries, text, graphs, logos, databases, tables, designs, screen shots, and other documents, works or publications that are or will be made available to subscribers of the Subscription Service.
- 1.3 The Applicant agrees to ensure that the details provided in the Application Form are correct, complete and current to the best of its knowledge. In the event of any subsequent change to the Applicant Form details, the Applicant shall notify EMC of the relevant change as soon as possible. The Applicant warrants that it is authorised to provide the information in the Application Form, and any subsequent change to that information, to EMC for the purposes of administering and providing the Subscription Service and all other incidental activities.
- 1.4 EMC reserves the right to reject any Application Form without notice or assigning any reason thereto.

2 Access and Use of the Subscription Service and Data

- 2.1 EMC may change, de-activate or revoke access to the User Account and any related services under these Terms and Conditions at any time without prior notice to the Applicant, should EMC be of the opinion that the User Account and such related services may be compromised or used improperly.
- 2.2 The Applicant warrants that all information submitted by it to EMC, in relation to or in the course of access or use of the Subscription Service and Data, is non-confidential and non-proprietary unless otherwise expressly indicated by the Applicant. In the event that the Applicant indicates any information to be confidential or proprietary or is protected personal data, the Applicant hereby grants to EMC an irrevocable, worldwide, transferable, sub-licensable, royalty-free licence to use such information for the purposes of administering and providing the Subscription Service and for all other activities reasonably incidental thereto.
- 2.3 The Applicant's membership to the Subscription Service is non-transferable and shall commence upon notification by EMC to the Applicant of the acceptance of the Application Form. Subject to clause 7, the Applicant's membership shall continue until the earliest of the following:
 - (a) when its membership expires as notified to the Applicant by EMC;
 - (b) when the Applicant terminates such membership by prior written notice to EMC; or
 - (c) when the Subscription Service is no longer available for any reason.
- 2.4 Before the expiration of the Applicant's membership, pursuant to clause 2.3(a), the Applicant may apply to EMC to renew its membership. EMC may renew the membership subject to the Applicant making the appropriate payment in accordance with clause 3. The Terms and Conditions will continue to apply to any renewed membership, unless otherwise specified by EMC.
- 2.5 The Data is provided by EMC on an "as is" and "as available" basis. EMC reserves the right to update the Data at any time without notice.
- 2.6 The Website may contain links to external websites outside the Website which are not maintained by EMC ("**External Websites**"). Links to External Websites are provided for your convenience only, and EMC is not responsible for the content of such External Websites or the maintenance or currency of such links.
- 2.7 The Applicant shall be solely responsible, and EMC is under no obligation, for the establishment and maintenance of any system required to gain or maintain access to and use of the Subscription Service and the Data.

3 Payment

- 3.1 The Applicant agrees to pay the amount, including any applicable taxes, corresponding to the subscription package selected for the Subscription Service (the "**Subscription Fee**") by way of cheque made payable to "Energy Market Company Pte Ltd" or by telegraphic or interbank transfer in a manner specified by EMC.

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4 Intellectual Property

- 4.1 The Applicant agrees and acknowledges that all intellectual property rights relating to the Data provided on the Subscription Service vest in EMC or its affiliates or are otherwise licensed to EMC. Other than the licence granted under clause 4.2, EMC does not grant any rights, interest or licence to the Data.
- 4.2 EMC hereby grants to the Applicant a revocable non-transferable non-exclusive licence to use the Data solely for internal purposes or marketing, promotion and analysis purposes, provided that the source of the Data shall be cited in each such use. Any use shall not be at a frequency or quantity that would, in EMC's opinion, materially diminish the value of the Subscription Service or affect in any way EMC's right to use or benefit from the Data.
- 4.3 The Applicant is not permitted to create, or facilitate the creation of, derivative works or products on the basis of the Data, including but not limited to any financial derivative product or any index product indexed onto or including the Data.

5 Applicant's Use and Conduct

- 5.1 The Applicant warrants and undertakes that it shall:
- (a) keep its user ID and password secure, confidential and protected against unauthorised access or use;
 - (b) be solely responsible for any activity carried out through (i) the User Account or (ii) the access to and use of the Subscription Service and Data with the Applicant's User ID or password, regardless of whether or not such access or use was authorised by or known to the Applicant;
 - (c) notify EMC immediately upon the receipt of or access to, through use of the User Account, any data or information that is not intended for the Applicant;
 - (d) not use the Subscription Service in any way or otherwise conduct any activity which interferes with its availability to or use by other users or do anything that degrades the operational performance of the Website or the Subscription Service; and
 - (e) not use the Subscription Service and Data in a manner that would violate any of these Terms and Conditions or any law or regulation in any applicable jurisdiction.
- 5.2 Save as expressly provided by the licence in clause 4.2 above, the Applicant may not in any form or by any means make the Data, whether wholly or in part, available to any other person or party ("**Republication**") without the prior written consent of EMC. EMC reserves the right to withhold its consent hereunder without assigning any reason whatsoever. EMC has the right to impose a fee additional to the Subscription Fee for any Republication made by the Applicant for commercial purposes.

6 Indemnity; Limitation of Liability; No Warranties

- 6.1 The Applicant shall indemnify and hold EMC harmless from any loss, damage, claim or costs (including any legal costs on an indemnity basis) that EMC may incur arising in connection with the Applicant's access to or use of the Subscription Service or Data or the Applicant's breach of any of the Terms and Conditions.
- 6.2 EMC makes no representation or warranty of any kind in respect of the accuracy, correctness, currency, completeness, reliability, quality, timeliness or fitness for any purpose whatsoever of the Subscription Service and the Data. The Applicant acknowledges and agrees that the Data is provided for general information only and EMC accepts no responsibility or liability for any consequence of any use of or reliance on the Data.
- 6.3 EMC does not warrant that the Subscription Service or the Data would be provided free of interruptions or errors or external interference of any nature, or that any identified defect will be corrected, or that the Subscription Service or the Data are free of computer viruses or other malicious, destructive or corrupting code, program or macro. The Applicant acknowledges that access to the Subscription Service may have to be interrupted by EMC from time to time for system maintenance and servicing reasons. EMC shall in no event be responsible or liable for any damages, loss or expense, including any interference or damage to the Applicant's computer system, in connection with the Applicant's access or use of the Subscription Service or the Data.
- 6.4 EMC shall in no event be responsible or liable for any damages, loss or expense, including without limitation direct, indirect, consequential or special damage or economic loss arising from or in connection with the Applicant's access or use of the Subscription Service or the Data.
- 6.5 Without affecting the generality of any of the foregoing, if for any reason EMC is found by a competent authority to be liable to the Applicant then, to the fullest extent permitted by applicable law, EMC's aggregate liability under these Terms and Conditions shall be limited to an amount not exceeding the total Subscription Fees paid in the 12 months preceding the event giving rise to the liability.
- 6.6 The parties acknowledge and agree that all disclaimers and exclusions of liability contained in these Terms and Conditions represent a fair and reasonable allocation of the risks and benefits, and are an essential part of the consideration bargained for under these Terms and Conditions, taking all relevant factors into consideration.

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7 Suspension and Termination

- 7.1 EMC may, in its sole discretion and at any time, suspend or terminate the Applicant's access to or use of the Subscription Service and Data.
- 7.2 Monies paid in advance to EMC for the provision of the Subscription Service and the Data in the event of suspension or termination of access and use of the same shall be refunded pro-rata for the period between the suspension or termination and the end of the subscription period that the advance payment covered.
- 7.3 Clauses 4 and 6 will survive any termination of the Subscription Service.

8 General

- 8.1 EMC reserves the right to seek all remedies available at law and in equity in respect of any violation of these Terms and Conditions, including the right to deny or restrict access to the Subscription Service and Data to any particular person, or to block access from a particular Internet address to the Subscription Service and Data, at any time and at its sole and absolute discretion, without providing any reasons whatsoever.
- 8.2 Without affecting the generality of clause 6, no failure, delay or default in performance of any obligation of EMC shall constitute an event of default or a breach of these terms and conditions, to the extent that such failure to perform, delay or default arises out of a cause that is beyond the reasonable control of EMC, including, but not limited, to action or inaction of governmental, regulatory, civil or military authority, fire, strike, lockout or other labour dispute, flood, war, riot, theft, earthquake and other natural disasters.
- 8.3 Failure or delay by EMC to enforce at any time any of the provisions herein shall not be construed nor shall be deemed to be a waiver of EMC's rights hereunder nor in any way affect the validity of the whole or any part of these terms and conditions nor prejudice EMC's rights to take action in the future.
- 8.4 Headings in these Terms and Conditions are inserted for convenience only and shall not affect the construction or interpretation of these Terms and Conditions.
- 8.5 In the event that any part of these Terms and Conditions is determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such part shall be to that extent be severed from the remaining Terms and Conditions, the provisions of which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 8.6 EMC has the right to modify these Terms and Conditions from time to time at its sole discretion. Your continued access to and use of the Subscription Service after such modifications have been posted on the Website shall constitute your agreement to the Terms and Conditions as modified. It shall be the Applicant's sole responsibility to check for any such modifications.
- 8.7 The Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) shall not apply to these Terms and Conditions. Any person who is not a party to these Terms and Conditions shall have no right to enforce the provisions of these Terms and Conditions.
- 8.8 These Terms and Conditions shall be governed by and construed in accordance with Singapore law.
- 8.9 All disputes, controversies, or differences arising out of or in connection with these Terms and Conditions shall first be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the Mediation Procedure of the Singapore Mediation Centre for the time being in force. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached. In the event the parties fail to reach settlement within 60 days of the initiation of mediation, any dispute, controversy or difference not resolved by mediation shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator and the language of the arbitration shall be English.
- 8.10 Notwithstanding clauses 8.8 and 8.9, EMC shall have the right to bring an action for temporary, preliminary or permanent injunctive or declaratory relief in any forum having jurisdiction.