

POLYMALL PRIVACY STATEMENT

- 1 This is a Singapore Government Agency website. We adopt the same principles relating to your privacy as other Government of Singapore websites.
- 2 We use "cookies", where a small data file is sent to your browser to store and track information about you when you enter our websites. The cookie is used to track information such as the number of users and their frequency of use, profiles of users and their preferred sites. While this cookie can tell us when you enter our sites and which pages you visit, it cannot read data off your hard disk.
- 3 You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.
- 4 If you provide us with personally identifiable data
 - We may share necessary data with other Singapore Government agencies, so as to serve you in the most efficient and effective way, unless such sharing is prohibited by law.
 - We will NOT share your personal data with non-Government entities, except where such entities have been authorised to carry out specific Singapore Government services.
 - For your convenience, we may also display to you data you had previously supplied us or other Government Agencies. This will speed up the transaction and save you the trouble of repeating previous submissions. Should the data be out-of-date, please supply us the latest data.
- 5 To safeguard your personal data, all electronic storage and transmission of personal data is secured with appropriate security technologies.
- 6 This site may contain links to non-Singapore Government sites whose data protection and privacy practices may differ from ours. We are not responsible for the content and privacy practices of these other websites and encourage you to consult the privacy notices of those sites.
- 7 Please contact PolyMall's Quality Service Manager via polymallpublic-help@polytechnic.edu.sg if you:
 - have any enquires or feedback on our data protection policies and procedures,
 - need more information on or access to data which you have provided to us in the past.

In addition to the above, we would like to state that we understand and respect your need for privacy. We recognise your need for appropriate protection and management of personally identifiable information that you have shared with us.

Generally, you do not have to tell us who you are or reveal any personal information about yourself when you visit our website. However, when you create an account in PolyMall, you will be asked to provide us with your name and e-mail address. We would like to assure you that we do not sell or give away any private information shared with us to any third party unless required by law.

POLYMALL: TERMS OF USE

Nanyang Polytechnic, Ngee Ann Polytechnic, Republic Polytechnic, Singapore Polytechnic and Temasek Polytechnic (collectively known as the “**Polytechnics**”, “**we**”, “**our**” or “**us**”) own and maintain <https://papolymall.polytechnic.edu.sg> (the “**Website**”) as a service to our students, staff and members of the public. We invite you to visit this Website often and to browse through our pages. You may also download and copy materials for your personal or educational, non-commercial use, but please do note the Terms of Use as stated below.

These Terms of Use are agreed to and accepted by and shall bind you. By accessing and using the service on this Website, namely, the PolyMall Public Access LMS (the “**Service**”) (or, if you are a parent/guardian of a child under age eighteen (18) using this Website, by providing express agreement), you shall be deemed to have accepted to be legally bound by these Terms of Use and our Privacy Statement, incorporated herein by reference. If you do not agree to these Terms of Use, please do not use the Service. If you are the parent/guardian of a child under age eighteen (18) using the Service and you do not agree to these Terms of Use, please do not allow your child/ward to access or use the Service. Any continued use of the Service at any time will imply that you have accepted these Terms of Use.

Intellectual Property

The Polytechnics reserve all intellectual property rights to its products, services and information on this website, including without limitation international copyright and trade mark rights. All intellectual property rights in other names, products, marks and materials on the Website belong to their respective owners. No materials provided through this website, including text, graphics, code and/or software may be reproduced, distributed, published, uploaded, posted, transmitted or hyperlinked in any manner and in any form without the express, prior written approval of the Polytechnics and the other respective intellectual property rights holders.

General Use of the Website and Risks of Internet Use

You may use the Website only for lawful purposes and in accordance with these Terms of Use.

Although the Website is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Website are available to all persons or in all geographic locations. The Polytechnics reserve the right to limit, in our sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Website is void where prohibited. If you choose to access the Website from outside of Singapore, you do so at your own initiative and you are solely responsible for complying with applicable local laws.

The Polytechnics cannot and do not guarantee or warrant that files available for downloading from the Website will be free of infection or viruses, worms, Trojan horses, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data.

You assume total responsibility and risk for your use of the Website. You acknowledge and agree that any uploads or transmissions you make may be intercepted and used by an unauthorised third party and that all of the risk associated therewith is solely your own. For avoidance of doubt, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on the Website.

Links to Third-Party Sites

This Website contains links to third-party sites. These links are provided only for your convenience. As these sites are not under our control, we are not responsible nor liable for any content or material on or available from such sites. The inclusion of such links on the Website does not imply the Polytechnics’ implicit or explicit endorsement of the linked sites. We strongly encourage you to consult the privacy policy and terms of use of these third-party sites when using them and to conduct the necessary investigations before proceeding with any online or offline transaction with any third parties on these sites.

Linking to the Website and Social Media Features

You may provide a link to this Website from an external website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association with or approval or endorsement of the external website by the Polytechnics' without our express written consent.

The Website may provide certain social media features or functions that enable you to:

- A. link from your own or certain third-party websites to certain content on the Website;
- B. send e-mails or other communications with certain content, or links to certain content, on the Website;
- C. cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites;
- D. connect with other users of the Website;
- E. publish User Generated Content ("**UGC**") that will allow all users of the Website to access and use that information, and to associate it with you;
- F. comment on UGC; and/or
- G. tag (or link) UGC to other users of the Website.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Without limiting the foregoing, you must not:

- A. establish a link from any website that is not owned by you;
- B. cause the Website or portions of them to be displayed, or appear to be displayed by, for example, framing deep linking or in-line linking, on any other site;
- C. link to any part of the Website other than the homepage;
- D. tag users or send e-mail invitations to non-users without their consent;
- E. post anyone's identification documents or sensitive financial information on the Website;
- F. otherwise take any action with respect to materials on the Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Terms of Use.

You agree to cooperate with us in causing any unauthorised framing or linking immediately to cease. We reserve all rights to withdraw linking permission without notice and to disable any unauthorised links at our sole and absolute discretion at any time without prior notice.

Disclaimer of Warranties

The contents, such as text, graphics, images, information, programs and other material, provided by the Polytechnic on this Website ("**Contents**") are provided "as is" without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose and non-infringement.

The Polytechnics provide, with reasonable effort, accurate and up-to-date content on this Website. We do not, however, make any warranties or representations as to the accuracy, reliability, completeness, or timeliness of such Contents. We periodically add, change, improve or update the Contents without notice.

General Disclaimer and Limitation of Liability

The Polytechnics assume no liability or responsibility for any errors or omissions in the Contents. You are using the Website at your own risk. Under no circumstances shall the Polytechnics or any other party involved in creating, producing or delivering the Contents be liable to you or any other person for any direct, indirect, special, incidental or consequential damages arising from your access to, or use of, this Website.

Fees

We reserve the right to introduce new fees from time to time. We are not responsible for any fees charged by any other Internet site (not provided by us).

Mobile Networks

When you access the Website through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain services may be prohibited or restricted by your network provider and not all services may work with your network provider or device. We bear no responsibility for such fees, prohibitions or restrictions.

Severability

In the event that one or more provisions of these Terms of Use shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provision contained in the Terms of Use.

Entire Agreement

These Terms of Use and our Privacy Statement constitute the whole and entire agreement between you and the Polytechnics with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the services provided on the Website.

Applicable Laws

All matters relating to this Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Singapore, and any claims or disputes of whatever nature shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore. **Mandatory Registration and Your Account Obligations**

In order to gain access to the Service provided on the Website, you are required to register by providing certain information about yourself (e.g. name, email address).

In consideration of your use of the Service and Website, you agree to: (1) provide true, accurate and current and complete information about yourself or your organisation as prompted by the Website (hereinafter referred to as the "**Registration Information**"); and (2) maintain and update the Registration Information to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect as such, we reserve the right to suspend or terminate your account and decline to permit your continued use of the Website and future access to the Website.

Upon registration, you will be prompted to choose a user name and password. You are responsible for maintaining the confidentiality of your user name and password, and are fully and personally responsible for all activities that occur under your user name and password. You agree that your password may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your account information to third parties. You agree to immediately notify the Polytechnics of any unauthorised use of your password or any other breach of security.

You may be held liable for losses incurred by the Polytechnics or any other user of, or visitor to, the Website in connection with the use of your identifier or PolyMall user name and password by any third party. We shall not, in any manner, be responsible or liable for any activity including fraudulent purchases that are made using your compromised password.

It is forbidden to use the user name and password of a third party without the written permission and consent of the account owner.

User Generated Content and Right to Use

We do not pre-screen all UGC and neither endorse nor approve any UGC that you or other users may contribute to the Website. You are solely responsible for your UGC and may be held liable for UGC that you post.

Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

We respect the intellectual property rights of others. In order to upload your UGC to the Sites, you must first ensure that you have the legal right to do so. You may not upload or post any UGC on the Website that infringes the copyright, trade mark or other intellectual property rights of a third party nor may you upload UGC that violates the law, these Terms of Use and/or any third party's right of privacy or right of publicity. You may upload only UGC that you are permitted to upload by the owner or by law. We may, without prior notice to you and in our sole and absolute discretion, remove UGC that may infringe the intellectual property or other rights of a third party. If you are a repeat infringer of the our or a third party's intellectual property or other rights, we may terminate your account without notice to you. Any UGC you post to the Website will be considered non-confidential and non-proprietary. By providing any UGC on the Website you grant the Polytechnics and our affiliates and service providers, and each of their and our respective licensees, successors and assignees, a non-exclusive, royalty-free, perpetual, irrevocable, and transferable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Polytechnics and our affiliates and service providers, and each of their and our respective licensees, successors and assignees, the right to use the name that you submit in connection with such content, if they or we choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post, that the content is accurate, that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity, and that you will indemnify the Polytechnics or our affiliates for all claims resulting from content you supply. You understand and acknowledge that you are responsible for any UGC you submit or contribute, and you, not the Polytechnics, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. The Polytechnics take no responsibility and assumes no liability for any content posted by you or any third party .**USER GENERATED CONTENT STANDARDS**

These Content Standards apply to any and all UGC. UGC must in their entirety comply with all applicable laws and regulations. Without limiting the foregoing, UGC must not:

- A. contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- B. promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- C. infringe any patent, trade mark, trade secret, copyright or other intellectual property or other rights of any other person;
- D. violate the legal rights (including the moral rights, rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Statement;
- E. be likely to deceive any person;
- F. promote any illegal activity, or advocate, promote or assist any unlawful act;
- G. cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- H. impersonate any person, or misrepresent your identity or affiliation with any person or organization; and/or
- I. involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; and/or
- J. give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Monitoring and Enforcement; Suspension and Termination of Account

The Polytechnics have the right in our sole and absolute discretion and without notice to:

- A. monitor and remove, block, edit, move, disable or take any action with respect to any activity or content restrict, suspend, or terminate your access to all or any part of the website; and/or
- B. terminate, deactivate or suspend your account, delete your account and all related information and files in your account,

without assigning any reason.

Upon such suspension, de-activation or termination of your account, you will no longer be entitled to the use of or access to your account via the Authentication Code previously assigned to you.

Without prejudice to the generality of the above, the Polytechnics reserve the right to deactivate your account if you are in breach of any of our Terms of Use or if we believe that you have been using the account for unlawful and/or undesirable activities.

The Polytechnics shall not be held liable or responsible for any loss or damage incurred by you arising out of or in connection with the suspension and/or termination of your account.

Variation

We may revise these Terms at our sole and absolute discretion at any time by updating this page. You should visit this page each time you access the Website so that you are aware of any changes to these Terms of Use as the then-current Terms will be effective and binding on you from the time of posting. Your continued use of the Website will be considered acceptance of those changes on you. We may modify or discontinue any information or features that form part of the Website at any time, with or without notice to you, and without liability.

Indemnification

You agree to fully indemnify and hold the Polytechnics harmless from any and all claims (whether in contract, tort or otherwise), liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from use of the Website, your placement or transmission of any message, content, information, software or other materials through the Website, or your breach or violation of any law or of these Terms of Use. The Polytechnics reserves the right to assume the exclusive defence and control of any matter which is otherwise subject to indemnification by you, and in such case, you agree to co-operate with our defence of such claim.

All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.