

TERMS AND CONDITIONS FOR VHOS

1. In this document:
 - a. “NVPC” refers to National Volunteer & Philanthropy Centre and includes its officers, directors, agents, volunteers and employees.
 - b. “SG Cares” refers to SG Cares information and/or functions associated with it, whether in whole or in part.
 - c. “User” refers to applicant and/or any third party using SG Cares.
 - d. VHO refers to Volunteer Host Organization

DUTY TO VHOs AND NVPC

2. NVPC approval to use SG Cares, if given, will be on the basis of the information given or purported to be given in the application form by the organization named in the form (“applicant”) and any other information subsequently given or purported to be given relating to the use of SG Cares, whether directly to NVPC or in SG Cares.
3. The applicant will:
 - a. Keep confidential information relating to access to SG Cares, including but not limited to user name and password;
 - b. Be solely responsible for any and all use of the SG Cares account under applicant’s user name and/or password and not transfer or allow any other party to use the account. Without prejudice to the generality of the foregoing, applicant will notify NVPC immediately if unauthorized use of password and/or account is suspected, and will be responsible for and not dispute any unauthorized action;
 - c. Ensure that computer and other equipment used to access SG Cares are well maintained and free from computer viruses and programs of any kind which may cause harm or damage, including but not limited to use of updated anti-virus programs to prevent such equipment from acquiring and transmitting such viruses or programs;
 - d. Be responsible for true and updated information about the applicant, its programmes, and other information material to volunteers accessing SG Cares. Without prejudice to the generality of the foregoing, applicant shall inform NVPC immediately in writing if there are changes to the former’s constitution;
4. NVPC shall release information sought by the authorities. NVPC may, at its sole discretion, release information about use and performance of SG Cares to third parties including the media where it deems appropriate.
 - a. Applicant agrees NVPC has the right to make adjustments to the applicant’s profile details if there is any error or omission therein. Applicant agrees that if it does not object in writing to the amendments of the contents within 14 calendar days of the statement, it shall be deemed to have accepted the accuracy of amendments.

ACCESS

5. NVPC reserves the right at its sole discretion to deny or restrict access to SG Cares to any party at any time.
6. NVPC reserves the right at its sole discretion to modify, suspend or discontinue, temporarily or permanently, SG Cares at any time. Such right may be exercised without prior notice for reasons that may or may not be beyond NVPC’s control, including but not

limited to internet, email, network, computer hardware and/or software malfunction, failure, damage or delay.

7. User agrees not to decompile, reverse engineer, modify, compile, and/or commercially exploit SG Cares, and/or in any way whatsoever allow any third party access to SG Cares for any unlawful or unauthorized purpose.

DISCLAIMER

8. SG Cares is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, statutory or otherwise.
9. To the fullest extent permitted by law, NVPC does not warrant and disclaims any and all other warranties, whether express or implied, including but not limited to:
 - a. The accuracy, correctness, reliability, timeliness, non-infringement, title, merchantability or fitness for any particular purpose of SG Cares or part thereof, including hyperlinks to or services from other parties; and/or
 - b. That SG Cares will be uninterrupted or error-free, or that defects will be corrected or that it is and will be free of all viruses and/or other harmful elements.

LIABILITY

10. NVPC shall not be liable in any event to any user for failure of any service or any damage (including but not limited to special, consequential, or exemplary damages) or loss of any kind in connection with the use of SG Cares, including but not limited to any damage or loss suffered (including any failure to recruit any volunteers via SG Cares) in connection with access to, use of, denial of access or restricted access to, modification, suspension and/or discontinuation of SG Cares.
11. Without prejudice to the generality of the foregoing, NVPC shall not be liable for any defect, default, deficiency or malfunction in any device, computer, internet service provider or telecommunication system or network, viruses or other malicious software or denial of service attacks that may affect the use of SG Cares.
12. User agrees that use of SG Cares is conditioned upon user's waiver of any right to sue NVPC for damages or losses related to the use of SG Cares.

INDEMNITY

13. User agrees at its expense to indemnify and to keep fully and effectively indemnified, defend and hold harmless NVPC from any and all loss, damage, cost or expense including legal fees in connection with SG Cares howsoever caused, including but not limited to:
 - a. Violation of any law or regulation relating to governance, fundraising, intellectual property rights,
 - b. Breach of any term or condition in this Agreement, and/or
 - c. Any third-party claim (including any claim from donor), action or allegations of infringement, misrepresentation and fraudulent conduct.

TERMINATION

14. Applicant shall give NVPC 14 calendar days' notice to be delisted from SG Cares.
15. NVPC reserves the right at its sole discretion to specify and at anytime to change the specification of any software and/or hardware that may be required to use SG Cares. If applicant does not comply with such specification, NVPC reserves the right at its sole discretion to suspend and/or terminate applicant's use of SG Cares.
16. Notwithstanding anything to the contrary, NVPC reserves the right, at its sole discretion at any time, with or without cause and/or prior notice, to remove information relating to the applicant, suspend or terminate the applicant's use of SG Cares. Without prejudice to the generality of the foregoing, NVPC may exercise the right if it, at its sole discretion, deems that the terms and conditions have been breached including, without limitation:
 - a. Use of SG Cares for purposes other than online recruitment for volunteers;
 - b. Use of SG Cares in a manner that may cause harm, offense or nuisance to any other user and/or
 - c. Non-usage or misuse of SG Cares.
17. Upon NVPC's exercise of Clause 16, the user shall immediately cease the use of SG Cares
18. NVPC shall have no obligation or liability to the applicant or any other party for any expenses, damages or losses in connection with the exercise of Clause 16.
19. Notwithstanding the termination of this Agreement, the continuance in force of any clause of this Agreement which is expressly or by implication intended to continue on or after such expiry shall not be affected.

GENERAL

20. The user and NVPC shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the user and NVPC, the dispute shall be referred to the Chief Executive Officers of the user and NVPC. Where the dispute is not resolved, NVPC's decision is final and binding on the user.
21. No failure to exercise, nor any delay in exercising, on the part of NVPC, any right under these terms and conditions shall operate as a waiver thereof.
22. The headings in this Agreement are for ease of reference only and shall not be taken into consideration in the construction or interpretation of this Agreement.
23. If any provision of this Agreement is deemed unlawful or unenforceable, such provision shall be severed from this Agreement without prejudice to all other provisions which shall remain enforceable.

24. The construction and interpretation of this Agreement shall be subject to and governed by the laws of Singapore. The user agrees to submit to the exclusive jurisdiction of the courts in Singapore.
25. 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 and conditions.
26. NVPC reserves the right, at its sole discretion, to vary the above terms and conditions from time to time. This Agreement may not be varied except in writing by a duly authorized officer or representative of NVPC, by such means as NVPC may deem appropriate.
27. Use and/or continued use of SG Cares constitute agreement by the user to be bound by the terms and conditions, which may change from time to time. If you do not agree to these terms and conditions, please do not use SG Cares.

END