

Terms of Access & Use

IMPORTANT - PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE AND/OR USING THE ONLINE SERVICES, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN ADDITION TO THE TERMS OF THE APPLICATION YOU MAKE FOR YOUR ACCOUNT AS A PRE-CONDITION FOR ACCESS AND USE OF THE SYSTEM. IF YOU DO NOT ACCEPT ANY OF THESE TERMS OR CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS TO THIS WEBSITE AND/OR USE OF THE ONLINE SERVICES.

1. Access

Subject to approval of your application for access as provided below, Singapore Health Services Pte Ltd ("SingHealth") grants you access to the GPO website at <http://gpo.nhg.singhealth.com.sg/Tender/GPO/pub/index.html> ("System") for the purpose of responding to any invitation to participate in a procurement exercise held by SingHealth and/or any related corporation (as defined in Section 6 of the Companies Act (Cap. 50, 2006 Revised Edition) of Singapore) (together the "SingHealth Group"), subject to these Terms of Access & Use.

SingHealth reserves the right, at its absolute discretion, to suspend or terminate your access to the System or terminate the System at any time without notice.

SingHealth reserves the right to, and may at any time and from time to time, at its absolute discretion, change these terms and conditions for access and use.

2. Application

In order to access this System, you are required to submit an application by filling in the prescribed form ("Application") which can be found at our website under the link titled "Registration". If your Application is approved, you will be notified of your User ID. SingHealth reserves the right, at its absolute discretion, not to approve any Application.

Please immediately inform the GPO Administrator in the event of any change in the information provided in your Application. Until receipt of your notification of such change, SingHealth shall be entitled to rely on the accuracy and completeness of such information.

3. Proper use of the System

To maintain the integrity and the security of the System, you must ensure that there is no unauthorised use of your password or your account and that your User ID and password are not disclosed to any third parties.

In the event you become aware of any unauthorised access, or theft of your password, you should immediately notify SingHealth and provide such particulars as SingHealth may require and you shall indemnify SingHealth and each and every member of the SingHealth Group for any loss or damage suffered or incurred as a consequence of such unauthorised access and use.

You shall use the System for lawful and proper purposes only and shall, in any event, comply with all relevant laws and regulations in Singapore and in any jurisdiction from which your authorised representative accesses the System.

In particular, you agree not to:

- (i) manipulate any information supplied on the System in a manner that would lead to inaccurate, misleading or discriminating presentation of information being displayed;

- (ii) post, transmit or disseminate any information on or via the System which is or may be harmful, obscene, defamatory or otherwise illegal;
- (iii) use the System in a manner which causes or may cause an infringement of the rights of any other; and/or
- (iv) use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the System, including uploading or making available files containing corrupt data or viruses via any means whatsoever.

4. Intellectual Property

The copyright and all other intellectual property rights in the System and contents thereof (including all design, text, sound recordings, images or links) are the property of the SingHealth Group. As such, they may not be reproduced, transmitted, published, displayed, adapted, modified, altered, distributed, hyperlinked, framed or otherwise interfered with or used in whole or in part in any manner without the prior written consent of the SingHealth.

All trade marks, service marks and logos ("Marks") used or displayed on the website are the property of the SingHealth Group or the respective third party proprietors identified in the website and no such Mark may be used in anyway whatsoever without SingHealth's prior written consent.

5. Confidentiality

You shall:

- (i) treat all Confidential Information as confidential and safeguard it accordingly;
- (ii) not disclose any Confidential Information to any third party without SingHealth's prior written consent;
- (iii) not use any Confidential Information otherwise than for the purpose of responding to any invitation to participate in a procurement exercise held by the SingHealth Group.

"Confidential Information" means all information, data and material of any nature received or obtained in connection with your access and/or use of the System but shall not include information which:

- (a) is already known to you without breach of this Agreement;
- (b) is or becomes part of the public domain without breach of this Agreement;
- (c) is obtained by you from any third party who is under no obligation to the SingHealth Group to keep the information confidential; or
- (d) is disclosed as required by law or pursuant to an order of court or any requirement of legal process, regulation or governmental or quasi-governmental order, decree, regulation or rule.

6. Disclaimer

The System is provided on an "as is" and "as available" basis without any warranty of any kind.

Under no circumstances shall the SingHealth Group be liable to you or any third party under any cause of action whatsoever (including negligence) for any damages, losses, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of opportunity) arising from or in connection with your access and/or use of this System including but not limited to:

- (i) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access arising in the course of or in connection with your accessing and/or using this System;
- (ii) your reliance on any information, materials, hyperlinks or online services provided; and/or

- (iii) any unauthorised access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the System.

even if the SingHealth Group had been advised as to the possibility of such damage.

For your convenience, the System incorporates hyperlinks to websites on the Internet. SingHealth does not accept responsibility for the contents of or the consequences of accessing any linked website or any link contained in a linked website. The hyperlinks provided in this website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by the SingHealth Group. You agree that your access to and/or use of such linked websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.

7. Governing Law, Jurisdiction & Third Party Contracts Act

These Terms of Access & Use shall be governed by and construed in accordance with laws of the Republic of Singapore and you irrevocably agree to submit to the jurisdiction of the Singapore courts.

Any and all members of the SingHealth Group may enforce these terms and conditions as if each were in direct contractual relation with you. Save as specified herein, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (Cap. 53B) to enforce any term of the Agreement.

8. Notices

The GPO Administrator may be contacted at:

GPO (Pharmaceuticals)
168 Jalan Bukit Merah
#16-01 Surbana One
Singapore 150168
Tel: 6377 8731
Fax: 6274 0216
Email: gpo.pharma@singhealth.com.sg