

## **TODAYonline Terms of Use**

### Acceptance of Terms

1. These terms and conditions ("**Terms of Use**") apply to all websites owned and/or operated by Mediacorp Pte Ltd ("**Mediacorp**") including but not limited to <http://www.todayonline.com> and <http://www.todayonline.com> (the "**Site**"). These Terms of Use also apply to the TODAY Telegram News Service and other services, including all information, communications, links, software, e-newsletters, products, services, other materials and any and all other services that may be added, offered or provided to you from time to time through the Site or other sites (the "**Services**").
2. This Site and any Services provided on the Site are not intended for persons resident in the European Union. By accessing or using the Site and/or any Service, you agree to be legally bound by these Terms of Use.
3. These Terms of Use may be revised or updated from time to time. The revised or updated Terms of Use will be posted on [www.todayonline.com](http://www.todayonline.com) and your continued use of the Site and/or any Service shall be deemed and construed as your conclusive and binding acceptance of the revision or updated terms.
4. In addition, particular service(s) added, offered or provided to you through the Site and/or any Service, may be subject to additional guidelines and/or rules. In such an event, all such guidelines and/or rules shall be deemed incorporated in these Terms of Use by reference. Mediacorp may also offer other services that are governed by different terms of service / terms of use. Use of such other services shall accordingly be subject to such different terms of service / terms of use.

### Linked Content

5. The Site and Services provide you with opportunities to link to, or otherwise use, sites and services offered through or by third-party(ies). Your use of these third-party services is subject to terms posted by these third-party(ies). We have no control over any third-party sites or services and we are not responsible for any changes to any third-party service or for the contents thereof, including, without limitation, any links that may be contained in or accessible through such third-party service. These links are provided solely as a convenience to you. You will need to make your own independent judgment regarding your interaction with these third-party sites or services. Our inclusion of advertisements to/for a third-party site or service does not constitute an endorsement.

### About Our Services

6. All Services and the Site are provided on an "AS IS WHERE IS" basis. Any and all use of any and all Services and the Site by you shall be at your sole risk. Mediacorp makes no representation or warranty, whether express or implied (to the extent permitted by law): (a) as to the use, security, accuracy, reliability, non-infringement, satisfactory quality or fitness for any particular purpose of the Site or any Service; or (b) that the use of the Site or any Service will be uninterrupted and free of any error, viruses or bugs.
7. The foregoing disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action. You specifically acknowledge that Mediacorp is not liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with you.
8. The Site and/or Services may offer health, fitness and nutritional information, but is designed for educational and informational purposes only. The information contained on the Site and Services does

not and is not intended to convey medical advice and does not constitute the practice of medicine. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with a physician or other healthcare professional for personal medical advice or treatment. You should not disregard, avoid or delay obtaining medical or health related advice from your health-care professional because of something you may have read on the Site. Mediacorp is not responsible for any actions or inaction on your part based on the information that is presented on the Site. Your access and use of any of the Services and/or the Site does not in any way create a physician/patient, confidential or privileged relationship, or any other relationship that would give rise to any duties on Mediacorp' part or the part of its contributors. Mediacorp does not recommend or endorse any specific tests, physicians, procedures, opinions, or other information that may appear on any of the Services and/or the Site. Your use or reliance on any information provided on the Services and/or the Site by Mediacorp, its contributors, licensors, third party content providers, or other users is solely at your own risk.

9. In no event will Mediacorp, or any person or entity involved in creating, producing or distributing any of the Services and/or the Site, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the Services and/or the Site. You hereby acknowledge that the provisions of this section shall apply to all content on the Services and/or Site.
10. In addition to the terms set forth above, Mediacorp and its affiliates, information providers and content partners shall NOT be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained on any of the Services or the Site, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. Prior to the execution of a stock trade, you are advised to consult with your broker or other financial representative to verify pricing or other information. Mediacorp, its affiliates, information providers or content partners shall have no liability for investment decisions based on any information provided or available on any of the Services and/or the Site. Neither Mediacorp, nor its affiliates, information providers or content partners warrant or guarantee the timeliness, sequence, accuracy or completeness of this information. Additionally, there are no warranties as to the results obtained from the use of the information.
11. In no event shall Mediacorp or any of its affiliates or related corporations be liable for any loss, injury, damage, claims, costs or expense of any kind arising from any error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus or other harmful elements, communication line failure, breach of contract, tort, negligence, defamation, copyright infringement, breach of intellectual property right or any other cause of action.

#### Intellectual Property

12. All content and materials on the Services and the Site are the exclusive property of Mediacorp or its content suppliers, and may be downloaded or printed for your own personal and noncommercial use only. All copyright notices on downloaded or printed material must be retained. Save as specifically permitted here, you may not copy, reproduce, distribute, republish, repost, modify, transmit, make available to the public, adapt, create a derivative work or otherwise use or exploit any content on the Services or the Site in any way or for any purpose. In addition, you may not distribute or make available any part of the Services or the Site over any other website or any network.
13. The names, trademarks, service marks and logos (the "**Trade Marks**") displayed on the Services and the Site are registered or unregistered Trade Marks of Mediacorp, its affiliates or licensors. Nothing on this Site or in the Services should be construed as granting by implication, estoppel or otherwise, any license or right to use any such Trade Marks. Mediacorp prohibits use of the Trade Marks as a "hot"

link or in-link to any Mediacorp site(s) or other site unless establishment of such a link is approved in advance by Mediacorp in writing.

#### Submission of Contributions

14. Mediacorp may, through the Services or the Site, permit you to submit any contribution (including but not limited to any text, graphics, video and/or audio content, and other materials or information) ("**Submissions**") to Mediacorp or to the Site directly. You are solely responsible for your own Submissions.
15. By submitting your Submissions, you agree as follows:-
  - (a) you will not include any content in your Submissions that is or could be unlawful, defamatory, offensive, obscene, dangerous or false, or any content that is protected by copyright or other intellectual property right, without first obtaining permission of the copyright owner or rights-holder, or any content that contains any viruses, bugs or other harmful elements;
  - (b) you hereby grant to Mediacorp a perpetual, worldwide, irrevocable, nonexclusive, royalty-free and sub-licensable right and licence to use and exercise all copyright and publicity rights you have in your Submissions in any media and for any purpose;
  - (c) you will not assume a false identity or the identity of another user when using the Site or any of the Services, and you will not use the Site or any of the Services for any unlawful or illegal activities, including but not limited to spamming, harassing or otherwise causing distress to other users.
16. Mediacorp shall have the right, but not the obligation, to monitor the Submissions contributed to the Site and the Services. Mediacorp shall have the right to remove, delete, or reject any material that Mediacorp, in its sole discretion, finds to be in violation of these terms or otherwise objectionable or inappropriate without having to assign any reason therefore. In addition, Mediacorp shall have the right to terminate your use of the Site and/or any of the Services if it believes that you have violated these terms or for any other reason whatsoever, without notice to you.
17. If you submit or provide any personally identifiable information through the Site or any of the Services, you acknowledge and consent to your personal data being collected, used, disclosed and/or processed by Mediacorp and the Mediacorp group of companies (collectively "**Mediacorp**") for the following purposes:
  - (a) For Mediacorp or its designated representatives or business partners to provide goods and services to you or parties designated by you and matters ancillary thereto.
  - (b) To verify and process payment when you purchase goods and services from Mediacorp.
  - (c) For verification and record of your personal particulars including comparing it with information from other sources and using the information to communicate with you.
  - (d) For research and analysis, including surveys and polls.
  - (e) To send you notices, information, promotions and updates including marketing and advertising materials in relation to Mediacorp's goods and services and those of third party organizations selected by Mediacorp.
  - (f) To comply with any request from any third party or any order of court or directive from authorities investigating any alleged offence or misconduct or for the purposes of taking legal action against any you.
18. By agreeing to these Terms and Conditions, you:

- (a) consent to Mediacorp collecting, using, disclosing and/or processing your personal data for the purposes as described in Clause 17 above;
- (b) consent to Mediacorp transferring your personal data out of Singapore to Mediacorp's third party service providers or agents for the purposes as described in Clause 17 above.

If you have any questions relating to Mediacorp's collection, use and disclosure of your personal data, please contact Mediacorp's Data Protection Officer at [dpo@mediacorp.com.sg](mailto:dpo@mediacorp.com.sg).

#### Venue

19. Where you subscribe for any services on the Site and/or any Services that relates to any advertisement or other similar services, whether as a potential seller or buyer, you hereby expressly acknowledge and agree that the Site and Services act as a venue only and Mediacorp is not responsible for the reliability, accuracy or truthfulness of any information that is posted in these services.

#### Indemnities

20. You agree to defend and hold Mediacorp, its affiliates and related corporations from and against all claims, losses, damages, costs and expenses, including legal fees on an indemnity basis, arising out of your use of the Site and/or the Services or any breach of these terms. In addition, Mediacorp may use whatever information that is available about you to stop any such breach or any unlawful or inappropriate use of the Site and/or the Services, including informing any third party Mediacorp deems appropriate of such breach or use and/or disclosing your personal information to such third party.

#### Severability

21. If any of these terms is held to be invalid or unenforceable, such term shall be struck out and the remaining terms shall be enforced. Any failure to act by Mediacorp with respect to any breach by you or others of any of the provisions of these terms and conditions does not waive Mediacorp's right to act with respect to subsequent or similar breaches.

#### Notice

22. You hereby agree and acknowledge:-
- (a) that all electronic communications made pursuant to the use of this Site and/or any of the Services shall be given legal effect, validity and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document;
  - (b) not to contest the legally binding nature, validity or enforceability of any transaction on the Site and/or any Services on the ground that it was entered into electronically.

#### Governing Laws

23. These terms shall be governed by Singapore laws and any dispute arising out of the use of the Site and/or the Services shall be referred to the Singapore courts. You acknowledge and agree that by using any of the Services herein or the Site you submit to the jurisdiction of the Courts of the Republic of Singapore.