

ACCEPTANCE OF TERMS OF USE

1. General

1.1 Welcome to the Land Transport Master Plan ("LTMP") website ('the website')!

In exchange for your use of the website, you agree to be bound and abide by the following Terms of Use ("TOU"). Your use of the website constitutes your acceptance of the TOU and any posted guidelines or rules applicable to particular website features ("feature guidelines") which may be posted on the website from time to time. All such feature guidelines shall be considered part of the TOU.

1.2 LTA may add to, delete or modify any or all of the terms and conditions in the TOU (including the feature guidelines) at any time without notice to you.

2. Content

2.1 You are solely and entirely responsible for any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post, display or otherwise make available on or via the website.

2.2 You agree that LTA is not responsible for, and does not endorse, Content posted within the website. LTA does not have any obligation to pre-screen, monitor, edit or remove any such Content, and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the website, you may be exposed to Content that is offensive, indecent or objectionable.

2.3 You shall not use the website to, or when using the website, shall not:

2.3.1 upload, post, email, transmit or otherwise make available any Content that:

(a) is or may be unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, racially, religiously, ethnically or otherwise objectionable, untrue, irrelevant to LTA's purposes or irrelevant to the discussion(s) on which the Content is made available. LTA has the sole discretion to decide if any Content falls within these said categories;

(b) infringes any patent, trademark, trade secret, copyright or other intellectual property rights of any party, or that you do not have a right to publish or otherwise make available under any law or under contractual or fiduciary relationships;

(c) contains any unsolicited or unauthorised advertising and promotional materials, commercial or otherwise, including links to websites containing such materials. For purposes of this clause, "advertising and promotional materials" includes surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages etc;

(d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(e) repeats any Content in its exact form which you had previously uploaded, posted, emailed or transmitted on or through the website; or

(f) reproduces Content created by parties other than yourself;

2.3.2 use or create a false identity (including but not limited to, use of a pseudonym, impersonation of any person or entity, or otherwise referring to yourself using descriptive word/s or word/s which do not appear to us to be your actual name or derived from your actual name), or falsely state or otherwise represent your affiliation with a person or entity;

2.3.3 do anything that may be disruptive of other users' engagement in discussions, dialogue or other exchanges on the website, or otherwise act in a manner that negatively affects the user experience of other users of the website;

2.3.4 threaten, stalk or otherwise harass any other user of the website or any person employed by LTA;

2.3.5 restrict or inhibit any other person from using the website;

2.3.6 do anything which could interfere with, disrupt, disable, overburden or impair the proper working or appearance of the website or the servers or networks connected to the website;

2.3.7 disobey any requirements, procedures, policies or regulations of networks connected to the website;

2.3.8 collect or store personal data of any other user of the website, or invite any other user to disclose his/her personal data to you or to any other person/s (whether such disclosure is made on the website or in any other way);

2.3.9 disclose your contact information (or the contact information of any other person) on or through the website or any part thereof; or

2.3.10 solicit login information.

2.4 LTA shall have the right (but not the obligation) to delete, disallow or move any Content from the website, as it sees fit, in particular any Content which, in LTA's view, violates any of the terms of the TOU.

2.5 LTA may preserve all or such part of the Content as it sees fit, and may also disclose all or any part of the Content to any person or organization if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU against any user of the website; (c) investigate and respond to claims that any Content violates the legal rights of any party; or (d) protect the legal rights, property, and/or personal safety of any party.

2.6 License to Use Content

LTA does not claim ownership of any Content you submit, post, display or otherwise make available on or via the website. For any Content in which the intellectual property rights are owned by you, you hereby grant to LTA the Ministry of Transport, the Government of Singapore, statutory agencies and Organs of State a perpetual, world-wide, royalty free, transferable, sub-licensable, non-revocable and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content in any forum and for any purpose. This would include using such Content in any publicity materials for the website and in any medium (including the mass media, internet posts, printed and e-mail communications and so on).

3. Privacy Policy

All data and information obtained by LTA about you as a result of your use of the website are subject to our Privacy Policy. For more information, see our full Privacy Policy. LTA may, in its absolute discretion, amend the Privacy Policy from time to time without prior notice. The latest Privacy Policy will be posted on the website.

4. Indemnity

You shall fully indemnify and hold LTA and the Government of the Republic of Singapore (of which the Ministry of Transport is a part), its officers, agents, contractors and employees, harmless against any and all claims, demands, losses, liabilities, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against, suffered or incurred by it/them arising directly or indirectly from your access to or use of the website (including any Content you submit, post, transmit or make available through the website), your breach of any of the terms of the TOU, or your violation of the rights of another in connection with your use of the website.

5. General Practices Regarding Use and Storage

LTA may establish general practices and limits concerning use of and storage of materials on the website, including the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the website, the maximum number of email messages that may be sent from or received by an account on the website, the maximum size of any email message that may be sent from or received by an account on the website, the maximum disk space that will be allotted on LTA's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the website in a given period of time.

LTA has no responsibility or liability for its deletion or decision not to store any messages and other communications or other Content maintained or transmitted by the website. You further acknowledge that LTA may change these general practices and limits at any time, as it sees fit, without notice.

6. Modifications to Website

LTA may at any time modify or discontinue, temporarily or permanently, the website (or any part thereof) without notice. LTA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the website.

7. Termination

7.1 LTA may, under the following circumstances, without notice to you and without any obligation to disclose the reason/s for termination, terminate your access to all or any part of the website: (a) in the event of your breach of any of the terms of the TOU, (b) pursuant to a request by a law enforcement or other government agency, (c) pursuant to a request by you, (d) if it is necessary to facilitate, or is as a result of, LTA's decision to discontinue or make a material modification to the website (or any part thereof), (e) as a result of technical issues or problems with the website, and/or if (f) you have been inactive or have otherwise ceased to use the website or any of its features, for an extended period.

7.2 Termination of access includes: (a) removal of access to all features within the website, and/or (b) barring further use of the website.

7.3 LTA shall have the sole discretion to determine whether any of the above circumstances exist, and whether to terminate your access as a result. LTA shall not be liable to you or any other party for any termination of your access to all or any part of the website.

8. Links

8.1 The website may contain links to other World Wide Web sites or resources not maintained by LTA ("the links").

8.2 LTA reserves all rights to remove, replace or disable any links at its absolute discretion (though it is not compelled to do so), if those links are connected to websites or resources containing material or information which, in the opinion of LTA, infringes the TOU in any way.

8.3 LTA is not responsible for the availability of the websites or resources connected with the links ("the linked websites"), and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from the linked websites. LTA shall not be liable to you or any other party for any damage or loss whatsoever, including, loss of goodwill, profits, lost or corrupted or damaged Content, or damage to your computer, software or other property, arising directly or indirectly from access to the linked websites, or the removal of any links.

9. Notice

Notices to you may be made via either email or regular mail. The website may also provide notices of changes to the TOU or other matters by displaying notices or links to notices to you generally on the website.

10. Disclaimer of Warranties

10.1 The website is provided "as is," with no warranties whatsoever. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law.

10.2 LTA disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material in the website.

11. Exclusion of Liability

Under no circumstances shall LTA be liable to you on account of your use or misuse of and reliance on the website. Such exclusion of liability shall apply whether the damages arise from use or misuse of and reliance on the website, from inability to use the website, or from the interruption, suspension, or termination of the website (including such damages incurred by third parties). LTA shall also not be liable to you if any information or material submitted, posted or otherwise contributed by you, fails or ceases to appear on the website.

12. Governing Law

The use of the website and any questions or dispute arising from the use of the website shall be construed in accordance with the laws of the Republic of Singapore and you agree to submit to the exclusive jurisdiction of the Singapore courts.