

Terms & Conditions
Experian Non-Bank Bureau (Data Release Agreement)

This Data Release Agreement ("Agreement") is entered into by Experian Credit Services Singapore Pte. Ltd ("Experian") and the data provider indicated below at the signature line ("Data Provider") and sets out the terms and conditions governing the Data Provider's provision of data to Experian. The terms and conditions governing the Data Provider's purchase of services from Experian (i) are set out in a separate agreement for purchase of services or (ii) if no such agreement has been entered between the parties, can be found at the Experian website located at questnet.sg.

Experian and Data Provider agree as follows:

1. **Credit Data Contribution.** By the signatures set forth below, the parties agree that Data Provider will contribute consumer credit data and/or commercial credit data ("Data Provider's Records") to Experian. Data Provider agrees to make available the Data Provider's Records to Experian at mutually agreeable times, but not less often than monthly, and in a mutually agreeable format, and in accordance with all applicable laws. Data Provider shall provide Data Provider's Records which are accurate to the best of its knowledge and shall promptly amend, update, correct, supplement and update all information provided to Experian. At Experian's request, Data Provider will promptly verify the accuracy of Data Provider's Records provided to Experian. Data Provider shall bear the expense of preparing and delivering Data Provider's Records to Experian. Experian may, at its option and expense, incorporate Data Provider's Records into its credit reporting system. Once this information is incorporated into Experian's credit reporting system, this information will become Experian's exclusive property. Data Provider warrants to Experian that Data Provider has the full legal right to provide the data to Experian for Experian's use under the terms of this Agreement, and that no such use by Experian will infringe any patent, copyright, or other right of any third person.
2. **Experian Use.** Experian may use Data Provider's Records for any purpose consistent with applicable federal, state, territory, and local laws, rules, and regulations; provided, however, that Experian will use its best efforts not to release any list that specifically identifies individuals as Data Provider's customers.
3. **Term.** This Agreement shall continue in force without any fixed date of termination, but either Experian or Data Provider may terminate this Agreement upon sixty (60) days prior written notice to the other. If Experian believes that Data Provider has breached a material obligation contained in this Agreement, Experian may terminate this Agreement immediately by providing Data Provider notice of termination.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE OTHER PARTY (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

5. **Waiver.** Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

6. **Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

7. **Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

8. **Contract in Entirety; Law.** This Agreement sets forth the entire understanding and agreement between Experian and Data Provider concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of Singapore.

9. **Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Data Provider without prior written consent of Experian. Notwithstanding the foregoing, either party may, without the consent of the other party, assign its rights under this Agreement in conjunction with its merger or the sale of substantially all of the assets and operations of the business to which this Agreement relates.

10. **Intellectual Property.** Experian has expended substantial time, effort and funds to create the Experian Services and to compile Experian's consumer and business credit databases, and such is and will continue to be the exclusive property of Experian. Nothing contained in this Agreement shall be deemed to convey to you or any other party any right, title or interest, including patent, copyright or other proprietary right, in or to the Experian Services and Experian's consumer and business credit databases. You will not use, or permit your employees, agents and subcontractors to use, the trademarks, service marks, logos, names or my other proprietary designations of Experian, or Experian's affiliates, whether registered or unregistered, without Experian's prior written consent.

11. **Third Parties.** Neither this Agreement nor any provisions set forth herein is intended to, or shall, create any rights in or confer any benefits upon any person other than the parties hereto.

⇒ USER'S ACKNOWLEDGEMENT of the TERMS & CONDITIONS on _____, _____ (the "Effective Date" DD-MM-YYYY).

Name of Company: _____

Name of Signatory: _____

Position: _____

Company Stamp/Signature