

TERMS OF USE – MYSAFRA ACCOUNT

1. SAFRA members may create an Online Account with SAFRA (“mySAFRA Account”). Individuals who are not SAFRA members may apply to register a mySAFRA Account with limited functionalities.
2. You acknowledge and agree that your application for mySAFRA Account is subject to the approval of SAFRA at its sole and absolute discretion, and SAFRA reserves the right to reject your application for the creation of the mySAFRA Account.
3. You represent and warrant that all information provided by you in connection with the creation of your mySAFRA Account is accurate at the time of submission. In the event of any changes to your information, you undertake to inform SAFRA of any such changes in writing immediately.
4. You agree to be bound by SAFRA’s Privacy Policy (a copy of which may be found here), as amended from time to time, which outlines how SAFRA manages your personal data in accordance with the Personal Data Protection Act 2012, and you will be deemed to have consented to SAFRA’s collection, use or disclosure of your personal data for purposes set out therein relating to members, SAFRA’s general business purposes, any purposes reasonably connected with the abovementioned purposes and any other purposes for which SAFRA have specifically obtained your consent.
5. Any use of the mySAFRA Account shall be subject to the Terms of Use herein as well as the respective specific terms and conditions applicable for the different type of services to be procured by you through the use of the mySAFRA Account.
6. SAFRA reserves the right to suspend and/or terminate your mySAFRA Account at any time in its sole discretion without compensation if any user is found to have misused the mySAFRA Account for whatever purpose or is suspected of carrying out any action deemed to be detrimental to the interests of SAFRA. You may also terminate your mySAFRA Account at any time by writing to SAFRA to notify it of your intention to do so. For the avoidance of doubt, in the circumstances where the user is also a SAFRA member, the termination of the mySAFRA Account by you does not automatically terminate your membership with SAFRA and your SAFRA membership shall remain in force.
7. You must ensure that you keep your username and password for the mySAFRA Account secret and that you do not disclose them to anyone as you will be responsible for all activities which occur under your username and password. For the avoidance of doubt, no user shall allow any other person to use his mySAFRA Account for any purpose whatsoever. It is your responsibility to notify SAFRA immediately of any unauthorised use of your username and password or any other breach of security relating to the use of your mySAFRA Account as soon as you become aware of it.
8. Through the use of the mySAFRA Account SAFRA members shall be entitled to access and enjoy members’ exclusive benefits as well as undertake the booking of SAFRA facilities, events, courses, activities and/or for the purposes of transacting on SAFRA’s Treats n Deals website. For the avoidance of doubt and notwithstanding the foregoing, users of mySAFRA Account who are non-SAFRA members shall not be entitled to use the mySAFRA Account services and/or benefits exclusive to SAFRA members, including but not limited to transacting on SAFRA’s Treats n Deals website as well as the booking of SAFRA’s facilities, events, courses and/or activities (collectively, the “Services”), and non-members shall only be able to access services made available to non-members by SAFRA such as registration for events, courses and/or activities that are not exclusive to SAFRA members, as well as to subscribe for SAFRA newsletter.

9. SAFRA reserves the right to, at its own discretion, to add, remove or vary any of the services that are available, either to SAFRA members or to non-members, or both. For the avoidance of doubt, no user shall be entitled to any compensation in respect of such addition, removal or variation, as the case may be.

10. By opting for the creation of mySAFRA Account and/or by browsing, accessing, using and/or transacting through your registered mySAFRA Account for whatever purpose as may be allowed by SAFRA, you agree to be bound by all the terms and conditions set out herein and/or such terms and conditions as may be prescribed by SAFRA in its sole discretion for the use of the mySAFRA Account and/or the provision or the procurement of the Services, as the case may be. Hence, you agree to accept full responsibility for all activities undertaken and/or occurring under or through your account and/or password as registered under your mySAFRA Account.

11. The use of any information or materials through the mySAFRA Account is entirely at your own risk for which SAFRA shall not be liable. It shall be your own responsibility to ensure that any of the Services procured through the use of the mySAFRA Account meets your specific requirements.

12. While each user who is a SAFRA member may browse, access and/or use any of the Services through the use of the mySAFRA Account, no user, whether a SAFRA member, may make any transactions online unless he is at least eighteen (18) years of age at the time of carrying out such monetary transactions online. In the event that a user is below eighteen (18) years of age, he or she may only carry out such transactions online with the authorisation of and/or under the supervision of a parent or legal guardian, whether or not that parent or legal guardian is a SAFRA member. For the avoidance of doubt, any use of the mySAFRA Account by any user under the age of eighteen (18) shall be deemed to be with the authorisation and consent of the parent or legal guardian who shall remain fully liable for such use, and shall indemnify SAFRA in full against any claim, loss and damages which may be suffered by SAFRA as a result of or in connection with the said use by the aforementioned user below the age of eighteen (18).

13. In the course of providing any of the Services, as the case may be, SAFRA may disclose information provided to SAFRA by third parties. Although SAFRA will exercise reasonable skill and care in providing the Services, SAFRA shall not be responsible for any inaccurate, misleading or untrue information or non-delivery of information. SAFRA's provision of the Services shall also not constitute a recommendation or endorsement of the quality, service level, qualification or rating of any of the Services made available.

14. SAFRA shall not be responsible for any loss and/or damages suffered by any user as a result of a breach of these Terms of Use herein by any user arising from or in connection with any misuse and/or abuse of the mySAFRA Account. SAFRA shall also not be liable and/or responsible for any loss and/or damages that may be suffered by any parent or legal guardian, whether a SAFRA member or otherwise, in relation to any transactions carried out through the use of mySAFRA Account by any user below eighteen (18) years of age.

15. Insofar as is permissible by the applicable law, SAFRA shall not be responsible for and shall not be liable for any damage or loss any user may incur and/or suffer, whether or not such damage or loss is caused by SAFRA's negligence or otherwise.

16. The user, whether a SAFRA member or not, shall keep SAFRA fully indemnified from and against all loss and damage, suffered or incurred by SAFRA, directly or indirectly caused, arising from or in relation to the user's use of the mySAFRA Account and/or a breach of these Terms of Use.

17. SAFRA may at any time make amendments to the Terms of Use set out herein governing the mySAFRA Account. In such an event, SAFRA may notify the users of such change in the Terms of Use by publishing such changes via its website, through email or by such other means of communication as SAFRA may determine as appropriate in its sole discretion, from time to time. Where the user continues to browse, access, use and/or transact through his/her mySAFRA Account, the user shall be deemed to have agreed with and accepted such change(s).

18. SAFRA reserves the right to interpret, apply and communicate these Terms of Use as it deems fit. All decisions made by SAFRA shall be final and conclusive in each case.

19. In the event of any dispute arising out of or in connection with the use of these Terms of Use or any of the Services, such dispute must first be referred for resolution by mediation at the Singapore Mediation Centre (“SMC”) in accordance with SMC’s Mediation Procedure in force for the time being. Either/any party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within ninety (90) days thereof or within such time as the parties may otherwise agree. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached thereof.

20. If the parties are unable to resolve the dispute through mediation, the same shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporate by reference in this clause. The seat of the arbitration shall be Singapore and in the English language.

21. A person who is not a party to any agreement governed by these Terms of Use shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53) to enforce any of the Terms of Use set out herein, as may be amended from time to time.

22. These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Courts of the Republic of Singapore shall have exclusive jurisdiction over any disputes arising from these Terms of Use accordingly.