

IMPORTANT NOTICE

Please read these terms and conditions carefully. Access to the electronic payment services is governed by these terms and conditions ("Terms"). By using the electronic payment services, you accept the terms and conditions below and to abide by them. If you do not accept any one of these terms and conditions, please exit this Site immediately. Otherwise, please continue if you accept these terms and conditions.

A. Definitions

In these Terms, the following words shall have the meaning assigned to them unless the context otherwise requires: -

- (a) "Application" means the application made by you pursuant to Sections 24, 26, 30 or 31 of the Parks and Trees Act seeking approval of the Commissioner under Section 32 of the Parks and Trees Act.
- (b) "Commissioner" means the Commissioner of Parks and Recreation.
- (c) "e-Service" means the online transactions / services provided by NParks for electronic Payment for the Fees.
- (d) "Fees" means the non-refundable fees payable by you in respect of an application made for the Commissioner's approval, pursuant to Section 32(1)(c) of the Parks and Trees Act read together with Regulation 17(1)(b) of the Parks and Trees Regulations.
- (e) "Payment" refers to the payment over the Internet made for the Fees via credit card or debit card and Funds Transfer.
- (f) "Site" includes this Site and any other site provided by NParks accessed by you and includes any e-Services.
- (g) "you" means the person who is accessing the Site.
- (h) "we", "our", "us" and "NParks" refers to the National Parks Board.

B. Use of Site and e-Services

1. The e-Services provided to you are conditional upon your acceptance of and compliance with these Terms (as may be modified by NParks from time to time).
2. You shall use the Site and/or the e-Services only for the purpose for which and in the manner in which it is intended.
3. You shall ensure that all information that is submitted, posted, permitted or caused to be done so by you is accurate and true and shall be solely responsible for the information. NParks may require additional information in order to provide the e-Services to you. You shall provide to NParks the additional information required within the time specified by NParks, failing which NParks reserves the right to refuse to provide the e-Services to you.
4. NParks shall have the absolute right, at its sole discretion, to suspend or terminate or bar from you, whether permanently or temporarily, all or any part of this Site or the e-Services for any reason whatsoever (including without limitation the updating, upgrading or the system maintenance of the Site) and shall not be liable if you are unable or you are prevented from accessing the e-Services.
5. The use of the Site and these Terms are governed by the laws of Singapore.

C. Application, Fees and Payment

1. All amounts listed are in Singapore Dollars unless otherwise stated and includes Goods and Services Tax at the prevailing rate, where applicable.
2. Payment of the Fees must be made by you in full. To avoid doubt, part Payment of Fees is not acceptable and you will be advised to make a top-up payment.
3. NParks reserves the right to revise or review the Fees payable without prior notice you. We are not responsible for any other fees charged by any other Internet site which is not provided by us.
4. The following information must be submitted by you when making Payment: -
 - (a) Project reference number
 - (b) E-submission number
 - (c) Name and contact number of person making payment
5. You shall be deemed to have made full payment of the Fees after your Payment is cleared by our appointed bank. In the event that you assert that Payment has been made to our appointed bank but no record of the transaction exists with our appointed bank, we shall deem the Payment as having not been made. We may require you, at our sole discretion, to make Payment again.
6. A tax invoice will be issued to you when the Payment is made. In the event that the Payment is not cleared by our appointed bank, or in the event that Payment is made by you but our appointed bank has no record of the transaction, the tax invoice will be deemed void and shall not be taken by you as evidence that Payment was received by us.
7. Notwithstanding sub-paragraph 2 of this paragraph C, NParks shall have the absolute right to reject any payment made by you.

D. General

1. NParks reserves the right to amend these Terms from time to time as it deems fit, without prior notice.
2. Additional Terms may apply to the use of the e-Services as may be indicated elsewhere.
3. Subject to the terms of our Privacy Policy as contained in this Site or elsewhere on <http://www.nparks.gov.sg> <<http://www.nparks.gov.sg/>> , we will not disclose any personal information obtained from you unless otherwise mandated by law.
4. Where appropriate, we will use available technology to protect the security of communications made through the Site. Notwithstanding the above, NParks shall not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the Site.
5. You shall note that communications made through the Internet may be susceptible to interference or interception by third parties. Despite NParks' best efforts, we make no warranties that the Site is free of infection by computer viruses or other unauthorised software.
6. You shall take appropriate steps to keep information, software and equipment secure. This may include installing the appropriate up-to-date antivirus software, personal firewall and clearing your Internet browser's cache, cookies and history after using any services on the Site.

7. The responsibility of keeping passwords secure and confidential rests solely on you. Please note that NParks will under no circumstance ask you for your password or your personal information. You should not reply to such emails or reveal your password to anyone.

8. This Site may contain links or references to other websites which may not be maintained by NParks. Conversely, other websites not maintained by NParks may contain links to this Site. NParks shall not be responsible for the contents of those websites and shall not be liable to any person for any loss, damage or injury caused thereby or as a result of access to those websites. Any link to other websites is provided as a convenience to you and does not imply that NParks verifies or endorses the linked websites, its contents or association with the operators. NParks disclaims all responsibility and liability for the use of the linked websites which you access and use at your own risk.

E. Intellectual Property

1. All source code, pages, documents, copyrights, trademarks and other intellectual property rights used on or contained in this Site or used in connection with NParks' provision of the e-Services to you are the sole and exclusive property of NParks or has been licensed to the NParks.

2. You are prohibited from copying, transferring, distributing, reverse compiling, adapting, modifying, reproducing, republishing, displaying, broadcasting, hyperlinking or transmitted in any manner or by any means or store in any information retrieval system any part of the Site or the e-Services without the prior written permission of NParks.

3. No part of the Site may be reproduced or reused for commercial or any other purposes without NParks' prior written permission.

F. Data privacy

1. In the course of making Payment, if you provide us with data that enables someone to personally identify you ("Personal Data"), you agree that:

(a) The Personal Data may be shared between the Government of the Republic of Singapore (including its ministries, departments, organs of state) and public authorities (including statutory boards) ("Public Service Entities"), as well as Third Parties engaged solely in connection with the provision of the e-Services to you, in order to provide the e-Services and process the Application in the most efficient and effective way, unless such sharing is prohibited by law.

(b) Your Personal Data will not be shared with entities which are not Public Service Entities or Third Parties who are not engaged solely in connection with the provision of the e-Services, except if we are required to share the Personal Data by law in order to provide the e-Services and/or process the Application made by you.

(i) The Personal Data may be used by us for the following purposes, including but not limited to:

- i. To respond to your queries, requests, feedback and complaints;
- ii. To verify your identity for the purposes of processing your Application and verifying Payment;
- iii. To administer and manage your Application;
- iv. To contact you via email, mail, SMS, fax, WhatsApp, voice calls or any other means of communication about and/or in relation to the Application and/or the Payment.

We will use our best endeavours to ensure that your Personal Data (Including all electronic storage and transmission of such Personal Data) is secured with appropriate security technologies.

2. In the event that the collection, use or disclosure by us of Personal Data residing within your Application or related to the Payment is permitted by law without the need to obtain your consent or the consent of the individual whose Personal Data is being disclosed, such permission granted by the law shall continue to apply.

3. Please note that you may withdraw your consent to the collection, use and disclosure of the Personal Data by providing us with reasonable notice and subject to any prevailing statutory, legal or contractual considerations, and you agree that such withdrawal of your consent may result in the e-Services failing to function properly, or inability by us to process your Application (leading to your Application being rejected).

4. bear no responsibility for any content and privacy policies of sites owned or operated by any other party or non-Public Service Entities which may be linked on the Application or accessible through the Services.

G. Disclaimer, Limitation of Liability and Indemnity

1. NParks makes no representations or warranties that the e-Services will meet your needs, or that the e-Services provided will be uninterrupted, timely, accurate, reliable, secure or error free or free from computer virus or other invasive or damaging code. We shall not be liable for any damages of any kind arising from the use of the Site, including but not limited to direct, indirect, incidental, punitive and consequential damages.

2. NParks does not assume any responsibility for any delay, failure or inability to gain access to or user this Site or the e-Services due to any cause beyond its control, including acts of God, civil or ethnic unrest, shortage of material, industrial dispute, power failures, laws and regulations, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority, import or export regulations or embargoes, acts or defaults of any telecommunications network operator or their services providers, severance or suspension of use of communication lines for reasons attributable to third party telecommunication carriers.

3. The e-Services are provided by NParks on an "as is" and "as available" basis. Whilst every effort is made to ensure that the information and material provided are correct, NParks does not warrant their accuracy, adequacy or completeness and expressly disclaims liability for any errors or omissions in such data, information and materials.

4. The information contained in the e-Services is to be used only as a reference and is not intended to exempt any person from otherwise complying with the provisions of any regulations and/or laws specified in the e-Services.

5. You acknowledge, accept and assume all risks inherent in Internet transactions and will not hold NParks liable under any circumstances whatsoever for any claim or demand whether for damages, losses, expenses or otherwise which you may have or be exposed to as a result of you assuming such risks.

6. NParks (including its employees and agents shall in no event be liable for any damages, losses or expenses including without limitation direct, indirect, special or consequential damages or economic loss suffered by you or any other person or organisation as a result of

- (a) Any use of or access to any other website linked to the Site;
- (b) Any error or omission in the data, information or materials in the e-Services;
- (c) System, server or connection failure;

whether or not such loss was suffered as a result of reliance on such data, information or materials. This exclusion clause shall take effect to the fullest extent permitted by law.

7. You shall at all times indemnify, keep indemnified and hold NParks harmless against all losses (including without limitation direct, indirect, incidental and/or consequential losses, damages (including without limitation general, special and/or punitive damages), injuries, claims, costs, fees (including without limitation legal fees between solicitor and client or otherwise on a full indemnity basis whether or not incurred in respect of any real, anticipated or threatened legal proceedings), howsoever caused by, arising or resulting from any use by or through your use of the Site and/or any breach or purported breach of these Terms and/or any applicable law, whether or not written or otherwise.