

## COAST-TO-COAST MOBILE APPLICATION

### TERMS AND CONDITIONS OF USE OF MOBILE APPLICATION

This Coast-to-Coast Mobile Application (“**Application**”) and the Services (as hereinafter defined) has been provided to you by the National Parks Board (“NParks”, “we”, “our” or “us”), whose registered office is located at 1 Cluny Road, Singapore 259569.

These Terms and Conditions of Use (“**Terms**”) govern the user of the Application’s (“users”, “you”, “your”, “yourself”) access to and use of the Services, including the Application (whether used as software to be installed on a mobile device, or on a computing system, or on a website, or otherwise), its contents, notifications, and all other accompanying materials identified in the Schedule to these Terms (“**Services**”).

By downloading, installing, browsing, accessing, and/or using the Application, you, agree to be bound by the following Terms.

We reserve the right to amend these Terms at any time, in our sole discretion and by your continued installation and use of the Application, access to and use of the Services through the Application, and you further agree to be bound by these Terms as may be amended from time to time.

IF YOU DISAGREE WITH ANY OF THESE TERMS, YOU MUST DISCONTINUE YOUR ACCESS AND YOUR USE OF THE SERVICES ON THE APPLICATION AND/OR UNINSTALL THIS APPLICATION IMMEDIATELY.

#### **1. DEFINITIONS AND INTERPRETATIONS**

In these Terms, the following terms shall have the following meanings, except where the context otherwise requires:

- a. “**Account**” means an account created by a Member on the Application as part of the Registration.
- b. “**Coast-to-Coast Trail**” shall have the meaning ascribed to it in Part I of the Schedule these Terms.
- c. “**Member**” means a member to and participant of the Application via the completion of the Registration process, so as to *inter alia* be able to send, post, upload, store, publish and/or make available User Material on the Application, and to access the Services available on the Application
- d. “**Membership**” means membership to and participation in the Application.
- e. “**Parks**” refers to the national parks, nature reserves and public parks and other such spaces that are managed by us.
- f. “**Personal Data**” means data, whether accurate and/or true or not, about an individual who can be identified from that date or from that date and other information to which we have or are likely, by way of your use of the Application, or otherwise, to have access to.
- g. “**Privacy Policy**” means the privacy policy set out in Clause 13 of these Terms.
- h. “**Register**” means to create an Account on the Application and “**Registration**” means the act of creating the Account on the Application.
- i. “**Services**” shall have the meaning ascribed to it in Part I, Schedule 1 of these Terms.
- j. “**User Material**” means the material sent, posted, uploaded, stored, published and/or made available on the Application by Members, including without limitation, information, text, graphics, images, music, sound recordings, video recordings, photographs, artwork, and other forms of material on the Application.

## **2. ELIGIBILITY OF MEMBER**

- a. You must be twelve (12) years of age and above (as of the time of your downloading, installing, browsing, accessing and/or use of the Application) in order to use this Application and to fill in the Registration.
- b. If you are younger than eighteen (18) years of age, you should review these Terms with your parent or guardian to ensure that you understand these Terms.
- c. We may from time to time in our absolute discretion decide on the eligibility of any particular Member or a class of Members and may further, in our absolute discretion, deem a particular Member or class of Members to be ineligible for the use of the Application

## **3. RULES ABOUT USE OF THE APPLICATION**

- a. The use of any of the Services, the Application through the Services and/or the Application, including all materials made available on or through the Services, is owned by and/or licensed to and/or managed and/or controlled by NParks.
- b. Subject to these Terms, we grant you a non-exclusive and non-transferable right to access and use the Services and the Application for non-commercial, personal and internal use only. The Services and the Application must not be used for business purposes.
- c. The Services and/or the Application are intended solely for the use of users who access the Services and/or the Application in the Republic of Singapore. If you access the Services and/or the Application outside the territorial boundaries of the Republic of Singapore, we make no representation that the Services made on the Application are available or otherwise suitable for use outside of the Republic of Singapore.
  - i. Notwithstanding the above, if you access the Application and/or the Services on the Application from locations outside Singapore, you agree to do so on your own initiative, at your own risk and you further agree to be fully responsible for the consequences and for compliance with all applicable laws.
- d. You shall not, amongst others, de-code, modify, decompile, reverse-engineer, deconstruct, adapt, publish, redistribute, strip or sub-licence the Services and/or the Application without the prior written consent of NParks or the respective Third Parties.
- e. You shall not cache or hyperlink any part of the Services and/or the Application unless prior permission is granted to you by NParks, in which case, shall constitute your acceptance of these Terms and all amendments thereto. If you do not accept these Terms, you must immediately discontinue linking to or framing of any part of the Services and/or the Application.
- f. You shall not interfere or attempt to interfere with the provision of Services and/or the operation of the Application by us or otherwise do anything which imposes a load on NParks' servers beyond its operating capacity.
- g. We reserve the right to:
  - i. Update or modify the Services and/or the Application from time to time;
  - ii. Deny or restrict access to or use of the Services and/or the Application by you or any other person without providing any reasons whatsoever;
  - iii. Prevent you from using the Application and/or the Service;
  - iv. Discontinue the Services and/or the Application at any time without notice or liability to you whatsoever, upon which, all rights (including any

licence granted to you to use the Services and/or the Application) shall be terminated immediately.

- h. The provision of the Services and the Application does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Application or the Services. To use the Services and/or the Application, you will require Internet connectivity and/or telecommunication links. In this respect, you acknowledge that the terms of agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the Application, and that there may be charges charged to you by the Mobile Provider for access to the Internet and/or telecommunication links when using the Application and/or the Services. You agree to accept responsibility for any such charges that may arise.
- i. We will use reasonable endeavours to correct any errors or omissions relating to the Services and/or the Application as soon as practicable after being notified of them. However, at no time do we guarantee that the Services and/or the Application will be free of faults, and we further do not accept any liability for any such faults, errors or omissions.
- j. We do not warrant that your use of the Services and/or the Application will be uninterrupted, neither do we warrant that any messages, commands or executions carried out or transmitted through the Services and/or the Application will be performed in an accurate, reliable or timely manner or at all.
- k. We do not provide any guarantee or warranty that the Services and/or the Application are free from viruses, system glitches or any other issues which may have a deleterious effect on your mobile telephone, handheld device and/or equipment.
- l. We reserve the right to change, modify, substitute, suspend or remove the Services and/or the Application or any component or part thereof at any time without prior notice to you, and for any reason whatsoever.
- m. Your access to the Application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any material or the Services from the Application at any time.

#### **4. USE OF THE APPLICATION AS A MEMBER**

- a. As a condition of your use of the Application, you are required to provide us with current, accurate, truthful and complete information about yourself during Registration.
- b. You warrant that all information provided at the time of Registration and as set out in your Account is true, complete and accurate.
- c. You shall promptly inform us of any changes relating to your information by updating your Account.
- d. If there are grounds or reasons for us to believe that the information which you have provided to us is not current, inaccurate, incomplete, false or misleading, then we reserve the right to suspend and/or terminate your Membership
- e. Notwithstanding and without prejudice to any other terms set out in these Terms, we may, at any time in our sole discretion and without notice to you and without assigning any reason to you:

- i. Suspend or terminate your Membership and/or access to the Application, regardless of whether there has been any breach of these Terms by you;
- ii. Amend, restrict, suspend, augment or terminate all or any of the benefits, services, facilities and privileges enjoyed by you in connection with your Membership.

## 5. USE OF THIRD PARTY SOFTWARE

- a. The Service may require, enable or facilitate access to or use of software or service of a third party ("**Third Party**"), in which case, there will be terms of use by the third party software or service ("**Third Party Terms**") that bind you. Examples of these third party software or services are set out in the Schedule.
- b. By using the Services and the Application, you are deemed to have taken notice of the Third Party Terms. In particular, you are deemed to have taken notice of any terms that NParks is required to notify you pursuant to the Third Party Terms, and you agree to be bound by all the obligations in the Third Party Terms which are applicable to you as the end user.
- c. If the Third Party Terms require you to agree to enter into an agreement with the Third Party, then you shall agree to enter into such an agreement and be bound by these Third Party Terms.
- d. Some Third Party Terms grant the Third Party, or require us to grant the Third Party, direct rights of enforcement of these Terms as a third party beneficiary, against you. Such Third Party Terms are deemed to have been incorporated into these Terms, and you hereby agree to grant such Third Parties such direct rights of enforcement against you.
- e. You agree to indemnify and hold NParks harmless against all claims, actions, liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with your access or use of the aforesaid third party software or services or your non-compliance with the Third Party Terms which causes NParks to breach any of the Third Party Terms.
- f. To avoid doubt, without prejudice to clause 7(d), if there is any inconsistency between the Terms and the Third Party Terms, the latter shall prevail provided that nothing in the Third Party Terms increases the liability of NParks beyond that stated in Clause 9.

## 6. USER MATERIAL

- a. By submitting the User Material via the Application, you represent that you are the owner of the Material, or have proper authorisation, capacity, rights, and/or permission from the owner of the intellectual property over the User Material to send, upload, post, store, publish, use, reproduce and distribute and/or make available the User Material on or to the Application, and to grant licenses for the use of such User Material by us.
- b. You further warrant that all User Material that has been sent, posted, uploaded, stored, published and/or made available on or to the Application by you does not infringe upon or make any unauthorised use of any trademark (whether registered or unregistered), designs (whether registered or unregistered), copyright, know-how or any other form of intellectual or proprietary property that is owned by any third party.

- c. In the action of sending, posting, uploading, storing, publishing and/or making available any User Material on the Application:
  - i. You also hereby grant us a worldwide, perpetual, royalty-free, non-exclusive, irrevocable, transferable and sub-licensable licence to use the User Material in order for us to use, store, download, archive, print, display (whether publicly or privately), distribute, copy, reproduce, publish, post, communicate, modify, edit, translate, adapt, transmit, upload (irrespective of medium or method), combine or integrate with or incorporate into any other materials, the User Material, for our use in any manner whatsoever, including without limitation to enhance or to promote the Application, the Services and/or to promote any programme or event organised or co-organised by us.
  - ii. You also consent (whether for yourself or for and on behalf of any third-party) to the collection, use and disclosure by NParks of any Personal Data residing within the User Material, whether relating to you or any third party, for our use in any manner whatsoever, including without limitation to enhance or to promote the Application, the Services and/or to promote any programme or event organised or co-organised by us. To avoid doubt, this consent shall continue unless the individual (whose Personal Data is affected and resides within the User Material) gives us thirty (30) days' notice in writing to withdraw such consent.
- d. There shall be no obligation and nothing in these Terms shall impose such obligation on NParks or require NParks to monitor, control, filter, review, screen, remove, interfere or edit User Material uploaded on to the Application.
  - i. Notwithstanding the generality of the foregoing, we reserve the right, at any time and at our sole discretion, to take down, remove, delete, modify, replace, control, filter, review, screen, interfere or edit User Material, whether temporarily or permanently, and irrespective of whether we have received any information, notice, request, feedback, complaint or objection from any person pertaining to such User Material, and in doing so, shall not be liable in any way whatsoever to any other Member of the site, including you.
  - ii. You further acknowledge that notwithstanding the provisions of these Terms, any User Material which you have sent, posted, uploaded, stored, published and/or made available on the Application may be used by any other Member of the Application, and that we do not supervise or monitor or have any control over the conduct, activity or views of any Member using the Application, or the access to or use in any manner of the Application or any User Material by a Member.
- e. Use of the Services and the Application may require you to allow access by the Service to certain functions of your device, such as push notifications (clause 9), sharing your location (clause 9), or the collection of data from you in connection with the user of the Service and the Application (clause 12). Your use of the Services shall constitute your consent to the access by the Services of such functions of your device as may be reasonably required by the Services.

## **7. RESTRICTIONS ON USE OF APPLICATION**

- a. You agree not to use the Services or the Application (including without limitation the NParks Intellectual Property and the User Material), nor permit anyone to use the Services or the Application:

- i. in order to send, post, upload, store, publish and/or make available on or to the Application and/or the Services any material (including without limitation User Material) which is in breach of confidence, intellectual property rights, publicity or privacy or any other third party rights, in contempt of court, or which is against the public order and safety or inimical to the interests of the Republic of Singapore;
- ii. in order to incite discrimination, bigotry, physical harm and/or hatred, against any ethnic, religious or any other minority or is calculated to adversely affect any individual, group or entity;
- iii. in order to cause annoyance, inconvenience or anxiety;
- iv. in order to send, post, upload, store, publish and/or make available material (including without limitation User Material) which is offensive or of an indecent, obscene, bullying, harassing, embarrassing, menacing, blasphemous, defamatory, uncivil, harassing, distasteful, discriminatory, obscene, graphic, sexually explicit, unlawful and/or harmful character; in order to commit any, or in furtherance of any fraudulent purpose, which shall include sending, posting, uploading, storing, publishing and/or making available on or to the Application and/or the Services any content, message or communication prohibited by law;
- v. in order to impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of any content;
- vi. to promote illegal or unlawful activities;
- vii. to promote information that you know is deceptive, false or misleading;
- viii. to transmit any viruses, worms, bugs, defects, script, Trojan horses or any other item of a destructive nature;
- ix. in order to send or receive material which you have not obtained any necessary licence and/or approval to send and/or receive, including all confidential material or material which misuses trademarks, and/or
- x. for any other purpose other which the Services and the Application was designed for or intended to be used.

## **8. DISCLAIMER AND EXCLUSION OF LIABILITY**

- a. The Services and the Application are provided on an “as available, as-is” basis without any warranties of any kind. NParks does not make any representations or warranties of any kind whatsoever in relation to the Services and the Application, and does so to the fullest extent permitted by law.
- b. Further, to the fullest extent permitted by law, NParks disclaims all express, implied and/or statutory warranties of any kind to you or to any third party, whether arising from usage, operation of law or otherwise, and such disclaimer shall extend to but shall not be limited to:
  - i. Your use of the Services and/or access to the Application;
  - ii. Any disruption to the use of the Application and/or loss of the Services, regardless of how such disruption or loss was caused; and/or
  - iii. Any inaccuracy, incompleteness, delay or interruption of the Services or any errors or omissions in the transmission of the Services on the Application.
- c. NParks makes no representation or warranty in relation to any other products, software, materials and/or services not provided or owned by NParks but for which the Services and/or the Application requires the use of or functioning of or the provision of in order for the Services and/or the Application to be operational. To avoid doubt, NParks makes no representation or warranty in

relation to the timeliness, reliability, quality, fitness for purpose, accuracy or suitability of these other products, software, materials and/or services.

- d. You agree and understand that any use that you make of the User Material on the Application and/or the Services (whether or not uploaded by you) is at your own risk. NParks does not make any representations or warranties whatsoever and hereby disclaims all express, implied, and statutory warranties of any kind to your or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, in respect of any and all of the User Material available through the Application or the Services.
- e. To avoid doubt, the Application and the Services provided by NParks shall not be relied on by you in order to claim or assert any form of legitimate expectation on the part of NParks, regardless of whether it arises out of NParks' duties and functions as a statutory board or not.
- f. For the avoidance of doubt, NParks shall not be liable to you or any third party whatsoever (whether arising directly or indirectly or whether arising out of punitive, special, general, consequential damages, loss of goodwill, loss of reputation, income, revenue and/or profits, loss of data, or damage to your mobile device) as a result or consequence of:
  - i. Your access to or use of the NParks Intellectual Property or User Material on the Application and/or through the Services;
  - ii. The conduct, activity or views of any other Member on the Application, or the access to or use in any manner of the Site or any User Material by any other User;
  - iii. NParks taking down, removing, deleting, modifying, editing, replacing or otherwise making unavailable any NParks Intellectual Property or any User Material, whether temporarily or permanently and without any reason whatsoever;
  - iv. Any delay or interruption in or any failure of any functionality offered on the Application or through the Services, or any delay or interruption or failure in the transmission of any data or material (including any NParks Intellectual Property or any User Material), howsoever caused;
  - v. Any permanent or temporary cessation of access to the Application and/or the Services;
  - vi. Any decision made or action taken by you or any third party in reliance upon the NParks Intellectual Property, the User Material or any other material or item available on the Application or the Services, regardless of whether NParks has been advised of the possibility of such damage or loss.

## **9. LOCATION ALERTS AND NOTIFICATIONS**

- a. You agree to receive notifications, which may be pre-programmed or may be spontaneous ("Location Alerts") on the Application from NParks if you have activated the Location Services function on your mobile telephone or your telecommunications device which is utilising the Application and/or the Services.

## **10. INDEMNITY**

- a. You agree to indemnify, defend and hold us harmless from and against all and any claims, actions, settlement sums, costs, losses, expenses, interests, damages and/or other liabilities (including loss of or damage to any property or injury to or death of any person or any legal fees and expenses on an indemnity

basis) which are brought against us, or threatened to be brought against us, arising in any way whatsoever out of:

- i. Your use of the Services;
- ii. Your use of the Application;
- iii. Your breach of these Terms; and/or
- iv. The exercise or purported exercise of any of the rights under these Terms.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- a. All editorial content, information, photographs, illustrations, artwork and other graphic materials, names, logos and trademarks on the Application and the Services (“NParks Intellectual Property”) belong to NParks or Third Parties, and are protected by the relevant copyright laws and/or international treaties and/or other laws, as the case may be.
- b. The NParks Intellectual Property (whether in whole or in part) may not be copied, reproduced, disseminated, distributed, retransmitted, sold, published, broadcasted or circulated unless expressly permitted by us or the Third Parties, as the case may be.
- c. For the avoidance of doubt, your use of the Application and the Services shall in no way and in no manner be construed as granting you, whether by implication, estoppel or otherwise, any licence or right to use any trademark or NParks Intellectual Property displayed on the Application or the Services without our express written permission, and we reserve our rights to take such action as we deem fit against you.
- d. Nothing in these Terms shall affect the ownership of intellectual property rights subsisting in the User Material.
- e. All rights not expressly granted to you are herein reserved.

## **12. PRIVACY POLICY**

- a. There may be certain types of data from you in connection with your access to or use of the Service and/or the Application. The data includes but is not limited to:
  - i. Location data;
  - ii. Your identity;
  - iii. Your age;
  - iv. Your race;
  - v. Your gender;and may be stored in our servers, systems or devices, or in a Third Party’s servers, systems or devices, or on your device, and may be used by us or the Third Parties in order to facilitate your access to or use of the Services and/or the Application.
- b. If you provide us with data that enables someone to personally identify you (“Personal Data”), you agree that:
  - i. 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 Services and/or the Application to you, in order to provide the Services and/or the Application to you in the most efficient and effective way, unless such sharing is prohibited by law.



- ii. 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 Services and/or the Application, except if we are required to share the Personal Data in order to provide the Services and/or the Application to you.
- iii. The Personal Data may be used by us for the following purposes, including but not limited to:
  - 1. To respond to your queries, requests, feedback and complaints;
  - 2. To verify your identity for the purposes of processing your application for Membership and servicing your Account;
  - 3. To administer and manage your Account;
  - 4. To carry out profiling and statistical analysis to improve Services provided through the Application to you;
  - 5. To communicate and provide services, products and benefits to you, including without limitation any promotions offered by business entities in the Parks, or any programmes, events or activities conducted at any Parks (whether organised by NParks or not);
  - 6. To conduct interviews, surveys, consumer and market related research, understanding and determining preferences of users of the Parks and demographics, in order for NParks to review, develop and/or improve user experiences in Parks;
  - 7. To inform you via email, mail, SMS, fax, Whatsapp, voice calls or any other means of communication about and/or in relation to the Application, the Services and/or programmes, events or activities in the Parks.
- c. Notwithstanding clause 14(b)(ii) above, we may in our sole discretion from time to time share aggregated, non-personally-identifiable information with third parties such as our marketing partners and/or our business partners, in order for NParks to review, develop and/or enhance the Application and/or the Services and/or improve user experiences in Parks.
- d. 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.
- e. In the event that the collection, use or disclosure by us of Personal Data residing within the User Material is permitted by law without the need to obtain your consent or the consent of the individual whose Personal Data resides within the User Material, such permission granted by the law shall continue to apply.
- f. 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 Services or the Application failing to function properly, or the provision of the Services or Application being ceased. You may withdraw your consent by contacting NParks at [nparks\\_programmes\\_events@nparks.gov.sg](mailto:nparks_programmes_events@nparks.gov.sg).
- g. We 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.

### **13. APPLICABLE LAW AND JURISDICTION**

You are aware that the Application can be accessed internationally, where local technology permits. As each of these places have differing laws, and without regard to the conflicts of law principles, you agree that:

- a. By accessing this application and/or using the services that are offered through this application, you agree that the laws of the Republic of Singapore (including without limitation, the Evidence Act (Cap. 97) and the Electronic Transactions Act (No. 25 of 1998) shall govern such access and the provision of such services.
- b. You further agree to submit to the exclusive jurisdiction of the court of the Republic of Singapore in respect of any dispute arising out of and/or in connection with these Terms and/or the use of the Application.
- c. NParks may, at any time and at its sole discretion, refer the dispute referred to in clause 13(b) to arbitration:
  - i. The arbitration shall be before the Singapore International Arbitration Centre ("SIAC") and the seat of arbitration shall be in Singapore;
  - ii. The arbitration shall be in accordance with the arbitration rules of the SIAC in force as at the time of reference to SIAC, and which are deemed to be incorporated by reference in this clause 15;
  - iii. The tribunal shall consist of one (1) arbitrator;
  - iv. The language of the arbitration shall be English; and
  - v. All information, documents, submissions and any other matters relating to the arbitration shall be confidential.

#### **14. DURATION AND TERMINATION**

- a. You agree that these Terms shall remain in full force and effect for as long as you are a Member of the Application and/or use the Services.
- b. Without prejudice to any of our other rights under these Terms or at law, we may, at any time and for any reason whatsoever, upon giving of notice to you (which notice may be posted on the Application to you, or provided via email or any other mode of communication to you, or pushed down through a notification to you via the Application), terminate this agreement with you to use the Application and/or the Services and deny you access to the Application. Further, if you are found to have breached the Terms, you agree that we may take such action against you as we deem fit, including without limitation applying for injunctive relief against you.
- c. In the event of termination as set out in clause 16(b) above, you agree that you shall not and/or shall not attempt to make any use of the Application and/or the Services or any data or material available on the Application and/or the Services (including without limitation the NParks Intellectual Property and the User Material), and must destroy and/or permanently erase all copies of the data or material available on the Application in your possession, custody and/or control.
- d. Other than the provisions in these Terms which shall survive the termination of this agreement by operation of law, all provisions in these Terms that are intended to continue to apply after the termination of this agreement with you (including without limitation clause 10, 13, and 14) shall survive the termination of this agreement and shall be valid and enforceable against you.

#### **15. SPECIFIC TERMS AND CONDITIONS**

- a. We may in our sole discretion from time to time impose and implement additional terms and conditions governing special events, special benefits,

special mechanisms to win prizes such as lucky draws or services (whether temporary, permanent or otherwise) in connection with your Membership and the Application.

- b. If there is any conflict between these Terms and the additional terms and conditions, the former will prevail and apply and the latter will be deemed modified so far only as it is necessary to give effect to the provisions of these Terms.
- c. Unless otherwise provided by these Terms, nothing in these Terms will affect the validity and enforceability of our rights or remedies under any other terms and conditions which will continue to apply.

## **16. GENERAL**

- a. Each of these Terms is severable and distinct from one another and if at any time, any one or more of these Terms or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions will not thereby be affected or impaired in any way.
- b. The rights and remedies provided in these Terms are cumulative and not exclusive of any other right or remedies (whether provided by law or otherwise).
- c. No failure on our part to exercise and no delay on our part in exercising any right or remedy under these Terms will operate as a waiver of such right or remedy, nor will any single or partial exercise of such right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any waiver by us of our rights or remedies in respect of any terms under these Terms or any breach of these Terms on your part shall be in writing and may be given subject to such terms and conditions as we deem fit and is effective only in the instance and for the purpose for which it is given.

## **THE SCHEDULE**

### **I. THE APPLICATION / THE SERVICES**

- a. Name of Application: NParks Coast-to-Coast Mobile Application
- b. Nature of Services / Application: This service is an integrated walking navigational mobile app, providing a curated trail for visitors with the use of Augmented Reality and Artificial Intelligence technology to enhance user experience when exploring the Coast-to-Coast Trail, which is an approximately 36 km walking trail with a 6.5km extension connecting 18 parks and nature reserves and 11 park connectors managed and/or maintained by NParks ("Coast-to-Coast Trail").
- c. The Application has four (4) main features ("Services"):
  - i. Way-finding
  - ii. Info-edutainment
  - iii. User experience sharing
  - iv. Notifications (Push)
  - v.

### **II. TERMS AND CONDITIONS RELATING TO APPLICATION DISTRIBUTION PLATFORMS**

- a. This Application is distributed through the Apple Inc.®'s Apple App Store and Google, Inc. ®'s Google Play Store.

- i. These Terms shall supplement and incorporate the Terms of Service and End User Licence Agreements of the Apple App Store and the Google Play Store.
- ii. If any of these Terms conflict with:
  - 1. Terms of Service and End User Licence Agreements of the Apple App Store and Google Play Store (as the case may be);  
or
  - 2. The Terms of Use for the NParks corporate website available at [www.nparks.gov.sg](http://www.nparks.gov.sg),

then these Terms will control and take precedence, solely to the extent that such terms apply to the Application.

- b. All maps and navigational features available on the Application and through the Services are provided with the kind permission of the Singapore Land Authority (“SLA”) through the OneMap platform.
  - i. These Terms shall supplement and incorporate the Terms of Service of the OneMap platform (“One Map Terms”).
  - ii. If any of these Terms conflict with the One Map Terms, then these Terms will control and take precedence, solely to the extent that such terms apply to the Application.