

Terms of Use for the Online Cybersecurity Scoring System (WWW.SCISSOR.SG)

Effective Date: 1 April 2024

1. Acceptance of Terms

By accessing or using the OCS or this website, you agree to comply with and be bound by these Terms of Use ("**Terms**"), which shall at all times govern your access and use of the OCS and this website. These Terms have the same force and effect as if it were executed in writing between you and the SSA.

2. Eligibility

To be eligible for participation in the OCS, you must either be a member of the Singapore Shipping Association ("**SSA**", "**us**", "**our**" or "**we**") or have a registered company in Singapore. Alternatively, if you do not meet these criteria, prior approval from the SSA is required to participate. Your eligibility to access and use the OCS is also subject to any additional eligibility criteria specified by the SSA which will be notified to you in accordance with **Clause 12**.

By participating in, accessing and/or using the OCS, you acknowledge that you are at least eighteen (18) years of age and have read and understood these Terms and are unconditionally consenting to be legally bound by them. If you do not agree with any part of these Terms, you must not participate in, access, or use the OCS.

3. Definitions

In these Terms, the following terms shall have the meanings as defined below:

"**Governmental Authorities**" means any governmental authorities, regulatory authorities, law enforcement agencies, courts, tribunals or judicial bodies.

"**Harmful Code**" means computer code, files, scripts and programs, including any malware and/or software, that is intended or known to be harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans, ransomware and any other type of threats.

"**Intellectual Property Rights**" means patents, trademarks, service marks, copyright, know-how, design rights, database rights, rights in software, rights in designs and inventions, trade secrets, confidential information, trade and business names and brands, internet domain names, any application (whether pending, in process or issued) for any of the foregoing and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed.

"**Law**" means the laws of Singapore, as may be amended from time to time, including all applicable statute, regulation, by-law, ordinance or subordinate legislation in force and any applicable industry codes or standards which are of a mandatory and binding nature.

"**OCS**" means the online cybersecurity scoring system provided by SSA and located at www.scissor.sg.

"**Personal Data**" means data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which SSA has or is likely to have access.

"**Registration Data**" means your name, your organisation's registered business name, your role at your organisation, and a valid email address.

"**User Device**" means your mobile phone, laptop, computer, tablet, and/or other hardware ("**User Device**") or software components required in order for you to access or use the OCS which are not provided by us.

4. Mutual Confidentiality and Non-Disclosure

a. User's Confidentiality Obligations:

i. As a user of the scoring system, you agree to maintain strict confidentiality regarding all aspects of the cybersecurity scorecard process, including any information obtained or submitted through your use of the OCS.

ii. You are prohibited from disclosing, sharing, or distributing any information obtained or submitted through the OCS that is not part of your organisation's data, without explicit permission in writing from the SSA. This includes any proprietary information, such as benchmarking data, which may be disclosed by the SSA. Furthermore, the sharing of data with third parties is strictly prohibited, except in cases where anonymised data is shared for the purpose of promoting sector or industry adoption and readiness, with prior authorisation in writing from the SSA.

b. SSA's Confidentiality Obligations:

i. The SSA agrees to treat all information submitted by users as confidential and proprietary.

ii. The SSA will not disclose, share, or distribute any information submitted by users that includes identifiable details and/or Personal Data of you and/or your organisation, without explicit permission from the you and/or your organisation, unless permitted or required by applicable Laws.

5. Data Security

a. You, as a user, are solely responsible for maintaining the confidentiality and security of your OCS account ("**Account**") as well as your login credentials and any other authentication methods the SSA implements for OCS.

b. You must promptly report any actual or suspected security breaches or unauthorised access to your Account to the SSA, via email at ssa.admin@ssa.org.sg.

6. Ethical Conduct and User Obligations

a. You agree to conduct yourself ethically and with integrity throughout the scoring process, in accordance with the applicable codes of conduct and professional standards in Singapore.

b. Any attempts to manipulate or influence the cybersecurity scoring system are strictly prohibited and may lead to suspension and/or termination of your OCS Account and access.

c. In using the OCS, you shall not:

- (i) use the OCS for any unlawful purposes or criminal activity;
- (ii) post, upload, publish, submit, disseminate, promote, transmit or otherwise make available any:
 - (A) unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise objectionable content or material;
 - (B) material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable Laws;
 - (C) unauthorised material for advertising purposes or otherwise; or
 - (D) materials that infringe or violate any other person's Intellectual Property Rights (including without limitation making, transmitting or storing electronic copies of materials protected by Intellectual Property Rights without the permission of the owner), rights of publicity or privacy, or other personal rights.
- (iii) impersonate any person, party, or organisation, or falsely declare, distort or misrepresent your affiliation with any person, party, or organisation;
- (iv) attempt to gain unauthorised access to or otherwise interfere with the integrity, performance, operation or functionality of any part of the OCS;
- (v) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or similar tools) to "scrape", collect or download any information and data from the OCS;
- (vi) reverse engineer, disassemble, or otherwise attempt to derive or gain access to the source code or infrastructure of the OCS or any part thereof;
- (vii) attempt to probe, scan, or test the vulnerability of the OCS or any of our systems or networks, breach any security or authentication measures, or otherwise attempt to benchmark the OCS or our performance of any services;
- (viii) upload, store on, or transmit or make available through the OCS any computer code, files, scripts and programs, including any malware and/or software, that is intended or known to be harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans, ransomware and any other type of threats (collectively, "**Harmful Code**"); or
- (ix) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other Intellectual Property Rights notices from the OCS, including any copy thereof.

7. User Licence

a. Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, and non-assignable license to access and use the OCS. ("**User Licence**").

b. Unless otherwise prohibited by applicable Laws, you acknowledge and agree that we may terminate your User Licence at any time for any reason or no reason.

8. Compliance with Laws and Regulations

- a. You agree to comply with these Terms and all applicable Laws and regulations while participating in, accessing and/or using the OCS.
- b. You acknowledge and agree that we reserve the right to:
 - (i) monitor your access to or use of the OCS to ensure your compliance with these Terms or applicable Laws;
 - (ii) investigate and prosecute violations of these Terms or applicable Laws;
 - (iii) report any suspicious or unlawful activities occurring on or through the OCS to relevant Governmental Authorities;
 - (iv) consult and cooperate with relevant Governmental Authorities; and
 - (v) suspend or terminate the User Licence granted to you under these Terms and/or remove or disable your access to and use of the OCS (or any part thereof) at any time and without prior notice for any reason or no reason, including without limitation to circumstances where we, at our sole discretion, consider any of your actions or operations to be in violation of these Terms or applicable Laws, is harmful to the OCS or any users of the OCS, or to comply with the order or requirement of any Governmental Authorities.

9. Use of Anonymised Data

- a. The SSA may utilise Personal Data and anonymised data collected through the OCS for purposes such as but not limited to research, analysis, and improvement of cybersecurity standards.
- b. Please note that these Terms include and incorporate by reference SSA's privacy policy accessible at <https://www.ssa.org.sg/data-protection-policy/> ("**Privacy Policy**") which provides an explanation of how Personal Data will be handled in accordance with the Personal Data Protection Act 2012 ("**PDPA**") as described in the SSA's Privacy Policy. By accessing and using the OCS, you acknowledge and agree that you have read, understood and consent to our collection, use, disclosure and/or processing of your Personal Data in accordance with our Privacy Policy.

10. Data Deletion

- a. Users of the OCS have the right to request the deletion of all their Personal Data collected, used, disclosed and/or processed by SSA in connection with the OCS at any time without terminating their membership with the SSA.
- b. Users can submit Personal Data deletion requests by contacting the SSA admin at ssa.admin@ssa.org.sg. Requests must include sufficient information to identify the data subject.
- c. Upon receiving a valid deletion request, the SSA will process the request promptly and aim to delete the requested Personal Data within a reasonable timeframe, typically within 7 business days.
- d. The SSA will provide written confirmation to the user upon the successful deletion of their Personal Data. This confirmation will be sent to the contact details provided by the user in their deletion request.
- e. Users should note that the SSA may need to retain certain Personal Data and anonymised data even after a deletion request has been submitted, for legal or business purposes.

- f. Users are responsible for ensuring that the information provided in their deletion request is accurate and up to date. The SSA shall not be liable for any delays or errors in processing deletion requests resulting from inaccurate or incomplete information provided by the user.

11. Term and Termination

- a. The SSA reserves the right to terminate or suspend your access to the OCS at our sole discretion, with or without notice, at any time, for any or no reason including:
 - (i) if you provide any Registration Data that is untrue, inaccurate, not current or incomplete;
 - (ii) if we have reasonable grounds to believe you have violated, or are about to violate, these Terms or any applicable Laws, or that the security of your Account may have been compromised;
 - (iii) if activities occur under your Account which, in our sole discretion, would or might cause damage or losses to us or any users (whether yourself or other users), impair our ability to provide the OCS, or infringe or violate any third party rights (including Intellectual Property Rights);
 - (iv) in response to requests by any Governmental Authorities;
 - (v) to address or respond to technical or security issues or problems, or to allow for repairs, maintenance or the introduction of new functionalities or services; or
 - (vi) pursuant to your request.
- b. We shall not be liable for any losses suffered by you arising out of or in connection with such suspension or termination of your Account. You acknowledge and agree that the disabling or termination of your Account shall not relieve you of any liability or obligations arising or that have arisen during or from your use of the OCS.
- c. Please note that if your Account is disabled by you or terminated by us:
 - (i) You will no longer be able to access or use your Account; and
 - (ii) We will not be able to help you find, retrieve or produce any content, information, data or records uploaded to the OCS, created in the OCS, transmitted to your Account, and/or stored in the OCS under your Account, or otherwise related to your Account. Accordingly, you should periodically back up such content, information, data or records as you may require.

12. Modifications to Terms

- a. The SSA reserves the right to modify or update these Terms or to amend or issue new guidelines, notices, operating rules, policies or other documentation governing your access to and use of the OCS at any time ("**Documentation**").
- b. We will use commercially reasonable methods to notify you of such revisions such as by a notice on the log-in screen, by emailing you, or through the SSA's official communication channels. Your continued access to or use of OCS after such notice had been given and such revised Terms or new Documentation have come into effect shall constitute your acceptance of the revised Terms or new Documentation (as the case may be).

13. Disclaimers, Limitations of Liability and Indemnity

a. Disclaimer

- (i) You acknowledge and agree that to the fullest extent permitted by applicable Laws, the OCS is provided by us on an “as is,” and “as available” basis, with all faults. We expressly disclaim all warranties, representations, and undertakings of any kind, whether express, implied, statutory or otherwise, with respect to the OCS and/or the results that may (or may not) be achieved by the use of the OCS, including without limitation to all warranties of merchantability, third-party rights, title, satisfactory quality, fitness for a particular purpose, non-infringement, accuracy, timeliness or effectiveness, compliance with Laws, and any warranties arising from a course of dealing or usage or trade.
- (ii) Without limitation to the foregoing, we do not warrant or represent that:
 - (A) the OCS will meet your requirements;
 - (B) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in or provided through the OCS;
 - (C) the OCS, or any material or information obtained through the OCS, will be made available or provided uninterrupted, secure, or free from errors, disruptions, or omissions; or
 - (D) the security of any data or information transmitted by you or to you through the OCS. In this regard, you acknowledge and agree that you understand that any material or information transmitted or received through the OCS may be accessed by unauthorised third parties through no fault of the SSA, and accept the risk of such occurrences and shall not hold us liable for the same.

b. Limitation of Liability

To the maximum extent permitted by Law, in no event shall our aggregate liability to you arising out of or related to the OCS or these Terms exceed [S\$500.00].

c. Indemnity

- (i) You shall indemnify, defend and hold harmless us and our members, directors, officers, employees and agents from and against any and all claims, demands, actions, suits proceedings, damages, obligations, losses, liabilities, costs, penalties or expenses (including, but not limited to, legal fees incurred by us on a full indemnity basis) of whatsoever nature which may be suffered or incurred by us as a result of or in connection with:
 - (A) your disputes with any third parties or other user(s) of the OCS;
 - (B) your breach of any part of these Terms, or any representations, warranties or undertakings under these Terms; and/or
 - (C) your infringement of any third party right (including any Intellectual Property Rights, property rights, or data protection rights).

d. Reasonableness

You acknowledge and agree that the disclaimer of warranties, limitations of liability and indemnity in this clause and the allocation of risk therein are essential elements of the bargain in our provision of the OCS, without which we would not have provided the OCS or entered into these Terms, and accordingly such disclaimer, limitations of liability and indemnity are reasonable.

14. Governing Law

These Terms are governed by the Laws of Singapore, and any disputes arising out of or in connection with these Terms including any question regarding its existence, validity or termination will be referred to and finally resolved through arbitration seated in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("**SCMA**") current at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.

15. General Terms

- a. **No Third-Party Beneficiaries.** No third party who is not a party to these Terms (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in these Terms) shall have any rights to enforce or rely upon any of the provisions of these Terms.
- b. **Notices.** Where we require that you provide an email address, you are responsible for providing us with your most current email address. In the event that the last email address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, our dispatch of the email containing such notice will nonetheless constitute effective notice. All notices or other communications given to you will be deemed received by you on, if sent by email, the time at which the email was sent by us. You may only send us notices in writing to our designated email address. We shall be considered as having received such notice only upon receipt. Though we endeavour to respond as swiftly as we are able, we cannot promise to always answer with consistent speed.
- c. **No Contra Proferentum Rule.** These Terms shall not be construed against us because we drafted its provisions, and any rule of construction that a document shall be construed against the drafting party shall not apply to these Terms.
- d. **No Waiver.** 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 thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- e. **Assignment.**
 - (i) You may not assign or transfer any of your rights, benefits or obligations under these Terms without our prior written consent.
 - (ii) We shall be entitled, in our discretion, to assign, delegate or subcontract the performance of any of our functions in connection with the OCS and our performance of our obligations under these Terms, and reserve the right to use any service provider, subcontractor and/or agent on such terms as we deem appropriate.
- f. **Severability.** If a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that these Terms will be amended to achieve as nearly as possible the intent of the parties, and the remainder of these Terms will remain in full force and effect.