

Terms of Use

Thank you for visiting Yayasan MENDAKI's Volunteers' website (<http://volunteers.mendaki.org.sg>) (the "Website"). By accessing and using the Website, you shall be deemed to have accepted to be legally bound by these terms and conditions ("Terms of Use"). If you do not agree to the Terms of Use, please do not use the Website and exit the Website immediately.

In these Terms of Use, "we", "us" or "our" refers to Yayasan MENDAKI. "You" and "your" refers to any person and/or organization accessing or using the Website.

A. General

The Terms of Use may be changed from time to time without notice to you. The latest version of the Terms of Use will be posted on this page. Your continued use of the Website constitutes your agreement to the Terms of Use in force at the time of your use.

B. Proprietary Rights

The Website and all its contents, including but not limited to all information, text, images, photographs, graphics, software programs, html codes, arrangement and compilation of content, logos, names, designs, pages, multimedia (the "Contents"), are protected by copyright, trademark and other forms of proprietary rights. All rights, title and interest in and to the Website and the Contents are owned by, licensed to or controlled by us. You shall not challenge the validity or our ownership of or our rights to the Website and the Contents.

We reserve the right to update or modify the Website from time to time.

C. Restrictions on use

1. You shall not modify, adapt, translate, decompile, alter, disassemble, reverse engineer or create derivative works from any Content or copy, reproduce, republish, upload, post, transmit, distribute or otherwise communicate or cause to be displayed to the public any Content or any modification, adaptation, translation, decompilation, alteration, disassembly, reverse engineering or derivative works created from the Content, without our prior written permission, save that you may download, display and print the materials displayed on the Website for your internal reference.
2. The Website and the Contents, or any part of thereof, shall not be used in any form, manner or media, without our prior written permission, for the purpose of :
 - (a) Advertising;
 - (b) Press releases or media alerts;
 - (c) Promotional materials and collateral;
 - (d) Web sites, bulletin board postings and on-line services; and/or
 - (e) External presentations.
3. Without prejudice to the generality of the above, you agree that you will not:
 - (a) use any "robot", "spider", or other automatic device or program, algorithm or methodology having similar process or functionality, or manual process, to monitor or copy any pages within the Website or the Contents without our prior written permission;

- (b) take any action or otherwise use any device, software or routine to interfere or attempt to interfere with the proper working of the Website;
- (c) interfere or attempt to interfere with services we provide on the Website, including but not limited to making deliberate attempts to overload a service, attempting to “crash” the Website or taking any action that imposes an unreasonable or disproportionately large load on our servers or infrastructure;
- (d) circumvent or attempt to circumvent user authentication or security measures used by us or any of the accounts of any other person using the Website, including but not limited to, accessing data and/or information not intended for you or logging into an account you are not expressly authorised to access; and/or
- (e) upload files that are corrupted, contain viruses or any other similar software or programs which may damage the Website or cause interference to the services provided by us.

D. Disclaimer

1. The website and all its contents are provided on an "as is" and “as available” basis without warranties of any kind and you use them at your own risk. We make no representation or warranty of any kind, whether express or implied, including without limitation any warranties of non-infringement, title, merchantability, satisfactory quality or fitness for any particular purpose or any representation or warranty as to the accuracy, correctness, reliability, completeness, currency of the website or its contents.
2. Internet communications may be susceptible to interference or interception by third parties. We make no warranties that the Website is free of infection by computer viruses or other unauthorised software. You should take appropriate steps to keep your information, software and equipment secure such as installing a personal firewall, latest anti-virus software and clearing your Internet browser cache and history after using the Website.
3. Where appropriate, we employ available technology to protect the security of communications made through the Website. However, we make no representation or warranty, and do not accept liability, for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the Website. We also make no representation or warranty that the Website and its Contents or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the Website and the server is and will be free of all viruses and/or other malicious, destructive or corrupting code, programme or macro. Under no circumstances shall we be liable for any failure of performance, system, server or connection failure, interruption, defect, error, omission, delay in operation or transmission, breach of security, malicious code, computer virus or inability or unavailability to use or access in connection with your access or use of the Website and its Contents even if we had been advised as to the possibility of the above.
4. To the greatest extent permissible by law, we disclaim liability for any damage or loss of any kind (including direct or indirect, consequential, special, exemplary or punitive damages, losses or expenses), including without limitation loss of profits, revenue or goodwill, loss or corruption of data or loss of or interruption to business, caused as a result of the use of the Website, including but not limited to any damage or loss suffered as a result of reliance on the Contents contained in or available from the Website, even if advised of the possibility of such damages.

E. Right of Access

We reserve all rights to monitor usage of the Website by any person and to deny or restrict access to the Website to any particular person, or to block access from a particular Internet address to the Website, at any time, without ascribing any reasons whatsoever.

F. Links from the Website to other websites

The Website contains hyperlinks to websites which are not maintained by us. We are not responsible for the contents of those websites and shall not be liable for any damages or loss arising from access to those websites. Use of the hyperlinks and access to such websites are entirely at your own risk.

Hyperlinks to other websites are provided as a convenience. In no circumstances shall we be considered to be associated or affiliated with any third party behind such websites.

G. Links to the Website from other websites

Caching, linking to, and the framing of the Website or any Content are prohibited.

You must secure our prior written permission prior to hyperlinking to, or framing, the Website or any Content, or engaging in similar activities. We reserve the right to impose conditions when permitting any hyperlinking to, or framing of the Website or any Content. In no circumstances shall we be considered to be associated or affiliated with any third party behind such websites that link to this Website or any Content.

We reserve the right to disable any unauthorised links or frames and disclaim responsibility for the content available on any other site reached by links to or from the Website or any Content. We also reserve the right to change the URL of the Website without prior notice to you.

H. Account Registration

1. You may be required to register for a user account in order to use certain services available on the Website.
2. You are solely responsible for keeping your username and password confidential. We are entitled to treat all activities that occur under your user account as having been conducted with your knowledge and authority. You may only maintain one user account at any one time. You agree to (a) immediately notify us upon discovery of any unauthorised use of your user account or any other breach of security; (b) ensure that you exit from your user account at each session. We cannot and will not be liable for any damage or loss arising from your failure to comply with these requirements.
3. In registering a user account, you represent and warrant to us that:
 - (a) all registration information you provide is true, accurate, current and complete to the best of your knowledge and belief that you will promptly update us in the event of changes to such registration information;
 - (b) you are of legal age to use the Website and to create binding legal and financial obligations for any liability you may incur as a result of the use of the Website; and
 - (c) you are and will be legally, financially and morally responsible for all activities that occur under your user account.
4. We reserve the right to limit, suspend or deactivate your user account or any of your rights as a user account holder if you violate any of these Terms of Use or if we deem it fit to do so for security reasons.
5. Please note that we will not send e-mails requesting for your personal information. If you receive such an unsolicited email which appears to be from us, you should **not** reply to

such e-mail or reveal your personal information, including your username and password, in response to such an e-mail.

I. Payments

1. Receipts will only be issued to you if payment is subsequently received and processed by us successfully. If you believe you have made payment but have not received any receipt, please contact your bank to check that payment has been successfully made and provide us with the relevant transaction information so that we may verify the status at our end.
2. For payees who have an existing GIRO arrangement with us, your bank account will be debited based on the fee payment schedule, where applicable, of the relevant programme(s) which you have successfully registered for.

J. Privacy Policy

Our Privacy Policy (available at http://www.mendaki.org.sg/privacy_policy.aspx) forms part of these Terms of Use. You agree that we may use information that you provide in accordance with the terms of our Privacy Policy as amended from time to time.

K. Indemnity

You shall indemnify, defend and hold harmless Yayasan MENDAKI and each of our respective officers, directors, employees and agents from and against any and all losses, damages, costs and expenses of any kind (including reasonable legal and accounting fees and costs) incurred or suffered by us in relation to any claims, actions or demands arising out of and in connection with your breach of these Terms of Use.

L. Governing Law

These Terms of Use shall be governed and construed in accordance with laws of the Republic of Singapore.

M. General Provisions

1. These Terms of Use constitute the entire agreement between you and us and supersede any prior agreement.
2. These Terms of Use are for the benefit of and binds you and us and our respective successors and assigns. You shall not assign your rights or transfer your obligations and duties under these Terms of Use to any third party without our prior written consent. We may freely assign our rights or transfer our obligations and duties under these Terms of Use.
3. No amendment of these Terms of Use by you shall be binding unless it is made in writing and signed by us.
4. Our failure or neglect to enforce at any time any of the provisions of the Terms of Use shall not be construed or be deemed to be a waiver of our rights hereunder and shall not in any way affect the validity of the whole or any part of these Terms of Use or prejudice our right to take subsequent action.
5. The invalidity, illegality or unenforceability of any part of these Terms of Use shall not affect the validity, legality and enforceability of the other parts of these Terms of Use.

6. The rights and remedies under these Terms of Use are cumulative and not exclusive of any other right or remedy provided by law or equity.
7. No third party shall have any right to enforce any of these provisions under the Contracts (Right of Third Party) Act (Cap.53B).
8. The headings used in these Terms of Use are included for convenience only and will not limit or otherwise affect the provisions herein.