

**Zero Waste City**<http://zerowastecity.com>

160 Robinson Road

#14-04 SBF Center

Singapore 068914

UEN: 201911802H

9 September 2021

# MPR Portal Terms and Conditions

These terms and conditions apply to the use of the MPR Portal. By using the MPR Portal, you indicate your acceptance of the below terms and conditions.

## 1. Introduction

### 1.1. Intellectual property ownership

- 1.1.1. The intellectual property rights in the MPR Portal and all supporting material including guidelines and factsheets is owned by Zero Waste City Pte Ltd.

### 1.2. MPR Portal

- 1.2.1. The MPR Portal is a tool developed by Zero Waste City Pte Ltd to facilitate the data collection from companies obligated to submit a Data Report under the Mandatory Packaging Reporting framework, defined in the Resource Sustainability Act, gazetted on 4<sup>th</sup> October 2019 in Singapore.<sup>1</sup>
- 1.2.2. The MPR Portal is a collaborative platform where companies can invite their own suppliers to speed up the packaging data collection process.

## 2. Definition

- 2.1. "**We**", "**us**" and "**our**" refers to ZWC.
- 2.2. "**You**" refers to any employee of the company or authorised person by the company using the MPR Portal. The company can be a client or supplier.
- 2.3. "**Affiliate**" means each and any subsidiary or holding company of a party and each and any subsidiary of a holding company of that party. For the purposes of this Agreement "subsidiary" and "holding company" shall have the meanings given to them in Chapter 50, Section 5, Companies Act 2006.<sup>2</sup>
- 2.4. "**Agreement**" means the provisions of this Agreement, including all amendments and variations made from time to time;
- 2.5. "**Clients**" refers to companies who engaged ZWC to facilitate the process of data collection in relation to the MPR.
- 2.6. "**End User Data**" means any Confidential Information and all proprietary data entered into MPR Portal by you and/or generated by you in the course of or in connection with the use of MPR Portal (including without limitation all data and

<sup>1</sup> <https://sso.agc.gov.sg/Acts-Supp/29-2019/Published/20191004>

<sup>2</sup> <https://sso.agc.gov.sg/Act/CoA1967#pr5->

information relating to packaging and packaging designs, and all Intellectual Property of users of the MPR Portal and their licensors).

- 2.7. “MPR” refers to the Mandatory Packaging Reporting framework, defined in the Resource Sustainability Act, gazetted on 4<sup>th</sup> October 2019 in Singapore.
- 2.8. “MPR Portal” (Mandatory Packaging Reporting Portal) is an online tool which facilitate the data collection from companies in relation to the MPR. The website URL is <http://mpr.zerowastecity.com/>
- 2.9. “Suppliers” refers to companies invited by a client to upload packaging data.
- 2.10. “ZWC” refers to Zero Waste City Private Limited (UEN 201911802H), a company incorporated under the laws of Singapore, registered at 160 Robinson Rd, #14-04 SBF Center, Singapore 068914.<sup>3</sup>

### 3. Grant of Licence

#### 3.1. Licence timeframe

- 3.1.1. In a separate agreement, ZWC grants the client and its related suppliers a licence to use the MPR Portal. This licence is valid from the start of the agreement between ZWC and the client until 30<sup>th</sup> June of the next calendar year.
- 3.1.2. The licence for the use of the MPR Portal is renewable upon agreement between the client and ZWC.

#### 3.2. Not transferable

- 3.2.1. The MPR Portal Licence is not transferable.

#### 3.3. Restriction on Use of Materials

- 3.3.1. Subject always to this Agreement, material produced by ZWC for the use of the MPR Portal may be copied or downloaded by clients and suppliers only. You are not permitted to sub-license any of the material contained in or related to the MPR Portal.
- 3.3.2. You agree not to adapt, alter or create a derivative work from any of the material contained in the MPR Portal without express written permission from ZWC.

#### 3.4. Termination

- 3.4.1. This Agreement is effective until terminated by ZWC in accordance with this Agreement.
- 3.4.2. This Agreement may be restricted, suspended, or terminated immediately with notice from ZWC if, at ZWC’s sole discretion, you have breached this Agreement or any applicable laws.

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<sup>3</sup> <https://www.acra.gov.sg/>



## 4. Key Obligations

### 4.1. Use of the MPR Portal

- 4.1.1. You shall not take any action which has or would be likely to have a negative impact upon the operations of MPR Portal. This includes:
  - 4.1.1.1. Knowingly or recklessly uploading malicious or destructive software (including Trojan horses, worms or other viruses) to the MPR Portal or the server on which it is hosted;
  - 4.1.1.2. using the MPR Portal for unlawful purposes, or to host unlawful content;
  - 4.1.1.3. using the MPR Portal in a manner likely to bring ZWC into disrepute;
  - 4.1.1.4. uploading defamatory or obscene material;
  - 4.1.1.5. using the MPR Portal to infringe any third party's intellectual property rights.
- 4.1.2. You must always ensure that you take reasonable steps to ensure the security of all systems used to access the MPR Portal and ensure that all access and log-in details are maintained securely.
- 4.1.3. You must notify ZWC of any breach of security that you become aware of as soon as is reasonably practicable and vice versa.

### 4.2. Compliance with ZWC reviewing procedures

- 4.2.1. You agree to comply with the ZWC reviewing procedures as determined by ZWC including guidelines on the following:
  - 4.2.1.1. Submission of supporting evidence to confirm the reliability and accuracy of the packaging data submitted,
  - 4.2.1.2. Selecting the appropriate item name and writing appropriate description for each separable packaging component, and
  - 4.2.1.3. Replying to request for information by ZWC users where relevant in a timely manner.
- 4.2.2. You agree to provide to ZWC a non-exclusive, royalty-free, license to use any End User Data input into MPR Portal for the purposes of MPR compliance by the Client for making the MPR Portal available and accessible to you for the duration of the Agreement.

### 4.3. Corrective actions

- 4.3.1. Should you fail to act in accordance with this Agreement you will be contacted by ZWC and asked to rectify such failure within twenty-eight days (or such other time period as may be allowed by ZWC). If the failure is not rectified within the agreed time frame, ZWC reserves the right to terminate your right of use without any refunds, compensations, or indemnities.

## 5. Confidentiality

### 5.1. Information related to the MPR Portal

- 5.1.1. You undertake to maintain in confidence and not use for any purpose other than the performance of this Agreement all information acquired or generated in consequence of this Agreement or otherwise relating to the L4R Scheme which comes into your possession, except where such information:
- 5.1.1.1. is in the public domain;
  - 5.1.1.2. enters the public domain lawfully and through no breach of any obligation of confidentiality;
  - 5.1.1.3. is disclosed to you by a third party acting lawfully;
  - 5.1.1.4. is the subject of the express consent of ZWC for publication or disclosure; or
  - 5.1.1.5. is obliged to be disclosed by law.

### 5.2. Personal data

- 5.2.1. You agree not to use any personal data provided to you by ZWC (if any) for any purpose or disclose it to any third party whatsoever without the prior written consent of ZWC on terms which shall have been previously approved by ZWC in writing and in accordance with the relevant Data Protection Law.<sup>4</sup>

## 6. Indemnity

- 6.1. You agree to indemnify ZWC against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against ZWC by any person arising out of or as a consequences of any unlawful or negligent act or omission attributable to your organisation (including acts/omissions of your officers, employees agents and Affiliates) in any way connected with the downloading and use of the MPR Portal and/or these terms and conditions whether arising from any failure by you to comply with these terms and conditions or otherwise.
- 6.2. This indemnity extends to and includes all costs, damages and expenses reasonably incurred by ZWC in defending any action, proceeding claim or demands.

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<sup>4</sup> In Singapore, it is the Personal Data Protection Act 2012 <https://sso.agc.gov.sg/Act/PDPA2012>



## 7. Liability

- 7.1. To the fullest extent permitted by law, ZWC exclude all liability for any loss or damage arising out of, or in connection with, the use of the MPR Portal, including without limitation, any indirect or consequential loss or damage.
- 7.2. L4R does not warrant that information provided by ZWC will be error free or that the functions contained in the material contained in this L4R Scheme (including information and software contained in the L4R Site) will be error free. Clients obligated under the MPR must satisfy themselves of the accuracy of all information provided prior to relying upon it.
- 7.3. This L4R Scheme and the information, names, images, pictures, logos and icons regarding or relating to ZWC and the MPR Portal are provided "AS IS" and on an "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

## 8. Disputes

- 8.1. The parties must work in good faith to resolve any dispute between them arising from this Agreement.
- 8.2. Any dispute shall initially be referred to the nominated representatives of each party for resolution. If such dispute is not resolved within 7 days, the dispute will be referred to a meeting of the Managing Director or equivalent of each Party.
- 8.3. If the dispute remains unresolved after a period of 60 days after the second meeting referred to in clause 8.2 the parties shall agree upon an appropriate mediator. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, 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 incorporated by reference in this clause.
  - 8.3.1. The seat of the arbitration shall be Singapore.
  - 8.3.2. The Tribunal shall consist of one (1) arbitrator.
  - 8.3.3. The language of the arbitration shall be English.
- 8.4. A party may not commence court proceedings until 30 days after referral to a mediator pursuant to clause 8.3 except that nothing in this clause shall prevent any party from seeking urgent interlocutory relief through courts of appropriate jurisdiction.

## 9. Notification of Changes

- 9.1. ZWC reserves the right to change these terms and conditions at any time by providing you with written notice by way of email communication or notification on a login into the MPR Portal.
- 9.2. Your continued use of the MPR Portal following our communication of a relevant change will constitute your acceptance of the change.

## 10. Severability

- 10.1. If any provision of this Agreement should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which this Agreement is intended to be effective, then to the extent and within the jurisdiction which that provision is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining provisions shall survive, remain in full force and effect and continue to be binding and enforceable.

## 11. Jurisdiction

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of Singapore. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of Singapore.