

People. Places. Planet. experience portal

Terms of Use

1. Contract Formation

- 1.1 These Terms of Use are not exclusive of any other agreement on this Website. Additional terms, conditions and notices may also be posted in such other areas or sections of this Website, including where applicable, govern your access and usage of the Website and Services provided. These Terms of Use, together with such applicable additional terms and conditions, are collectively referred to as this “**Agreement**”.
- 1.2 This Agreement forms a legally binding agreement between the user of the Website (“**you**”, “**your**”) and Milano Central Pte Ltd, Verona Central Pte Ltd and Roma Central Pte. Ltd., its related companies, affiliates, and owners of Lendlease-managed properties (collectively referred to as “**Lendlease**”), and governs your use of and access to this web-based, PLQ Workplace Tenant Portal, (“**Website**”).
- 1.3 By using and accessing this Website, you agree to be legally bound by this Agreement. Please do not use or access this Website and/or Services (defined below) if you do not agree to any term of this Agreement.
- 1.4 These Terms of Use highlight your respective legal rights and obligations when using and/or accessing the Website. Please read the Terms of Use carefully (including the Privacy Policy: <https://www.lendlease.com/sg/privacy> before using this Website.
- 1.5 By using the Website or the Services or by registering a user account with Lendlease to use the Website (“**User Account**”), you represent and warrant to Lendlease that:-
- 1.5.1 you agree to be bound by this Agreement and the Privacy Policy: <https://www.lendlease.com/sg/privacy>];
 - 1.5.2 any information that you submit to Lendlease is true, accurate, and complete;
 - 1.5.3 you will maintain the security of your password and login credentials; and
 - 1.5.4 you are fully able and competent to enter into and comply with this Agreement.

2. Services

- 2.1 Services provided via this Website include, without limitation, a platform for **all users** to:
- 2.1.1 manage and access specific functions based on his/her user profile
 - 2.1.2 grant visitor access to the content of the People.Places.Planet.experience portal
 - 2.1.3 obtain the latest information to the development and its intended functionalities
 - 2.1.4 gain access to all other related services provided by Lendlease and its agents and/or employees

3. Registration of User Account

- 3.1 To use certain Services and functionalities of the Website, you must register a User Account via the Application. You shall be deemed to have read and accepted this Agreement as well as the Privacy Policy [[https://www.lendlease.com/sg/privacy/.](https://www.lendlease.com/sg/privacy/)] upon signing up for a User Account.
- 3.2 You are solely responsible for, and bear the risk of, all activities carried out under or pursuant to your User Account, whether or not such use is authorised by you. Lendlease shall not be responsible for

controlling or monitoring the use of your User Account, or for any losses that may be suffered by you or any third party as a result of any unauthorised use of your User Account. To prevent any unauthorised use, you agree to take such actions as are necessary to maintain the confidentiality of your User Account, username and password.

- 3.3 You may only hold one User Account at any time. Multiple applications by the same person are not allowed. If you inadvertently create a duplicate User Account, you must inform Lendlease immediately, and Lendlease reserves the right to terminate one User Account or merge and consolidate the details and benefits of the duplicate User Account into your earlier account, retaining your original User Account.
- 3.4 Lendlease reserves the right to accept or reject a registration request for a User Account at its sole and absolute discretion without assigning any reason.
- 3.5 Lendlease reserves the right to cancel, terminate, or suspend any User Account at its sole and absolute discretion without assigning any reason.

4. **Licence**

- 4.1 Subject to your compliance with this Agreement and the Privacy Policy [[https://www.lendlease.com/sg/privacy/.](https://www.lendlease.com/sg/privacy/)], Lendlease hereby grants you a revocable, non-exclusive, non-transferable, and non-sublicensable licence to use, access, view, download, and print, where applicable, the Website or any part thereof, solely for your personal and non-commercial purposes.
- 4.2 No licences or rights are granted to you by implication or otherwise, except for the licences and rights expressly granted under the Terms.
- 4.3 Any third-party components included in the Website are licensed to you either pursuant to the Terms, or under the relevant third party component licence terms, as applicable.

5. **Personal Data & Telematics**

- 5.1 You agree and consent that Lendlease may collect, process and disclose any personal data you submit to Lendlease via the Website as may be necessary for Lendlease to provide you with the Services and functionalities of the Website, in accordance with the applicable laws of Singapore, as well as the Privacy Policy [[https://www.lendlease.com/sg/privacy/.](https://www.lendlease.com/sg/privacy/)]. Such personal data may include without limitation your name, organisation, contact details including email address and other information as may be listed in the Privacy Policy
- 5.2 Unless otherwise provided, all data requested in the Website are required in order for you to use the Website and the Services.

6. **Intellectual Property**

- 6.1 All content included in the Website, including all information, text, data, images, graphics, photos, links, maps, materials, data, software, music, audio-visual content, trade marks, service marks, logos, trade names, and any other proprietary designations or materials used in association with the Website, with the exception of User Content, and the compilation, collection, arrangement and assembly of all data, information and content on this Website, (collectively "**Lendlease Materials**"), and the Website, are the property of Lendlease, its licensors and/or its affiliates, (each an "**Owner**") and are protected from unauthorised use, copying or dissemination by copyright law, trade mark law, designs law, patent law, international conventions, and other intellectual property laws. No part or whole of any Lendlease Materials or the Website may be copied, reproduced, republished, modified, adapted, uploaded, posted, transmitted, or distributed in any way without the prior written permission of the Owner.

7. Restrictions on Use

7.1 By using the Website and/or Services, you agree not to:

- 7.1.1 use, copy, adapt, modify, prepare derivative works based upon, distribute, licence, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Website, Services, Lendlease Materials, or any part thereof, except only as expressly permitted by these Terms of Use;
- 7.1.2 use the Website, Services, Lendlease Materials, and/or any Intellectual Property (as defined below) owned by Lendlease for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- 7.1.3 use, display, mirror, frame or copy the Website, Services, Lendlease Materials, and/or any individual element or materials therein, including Lendlease's name, any Lendlease or other entity's trade mark, logo, proprietary information, other Intellectual Property, the content of any text, and/or the layout and design of any page or form contained on a page, without Lendlease's express prior written consent;
- 7.1.4 attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website, Services, Lendlease Materials, and/or Intellectual Property owned by Lendlease;
- 7.1.5 avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Lendlease or any of Lendlease's contractors or any other third party (including another user) to protect the Website, Services, Lendlease Materials, and/or Intellectual Property owned by Lendlease;
- 7.1.6 interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, hacking, transmitting any virus, overloading, flooding, spamming, or mail-bombing the Website and/or Services;
- 7.1.7 create a User Account for anyone other than yourself;
- 7.1.8 use cheats, exploits, hacks, bots, mods or third party software designed to gain an advantage, perceived or actual, over other users, or modify or interfere with the Website, Service, and/or Lendlease Materials;
- 7.1.9 post or transmit to the Website any illegal, indecent, threatening, abusive, insulting, defamatory, unlawful, obscene, or indecent information, or misleading or deceptive material of any kind, or encourage any other person to do so;
- 7.1.10 post or transmit any material to the Website which is objectionable on the grounds of public interest, public morality, public order, public security, national harmony, or is otherwise prohibited by applicable laws;
- 7.1.11 abuse, annoy, intimidate, defame, or harass Lendlease or any other user of the Website; and/or
- 7.1.12 violate any applicable rule, law, or regulation.

8. Amendments and Modifications

8.1 Lendlease has absolute and unfettered discretion to:

- 8.1.1 modify, change, update, or revise the Website, Services, the Privacy Policy, or this Agreement, including any terms and conditions regarding the e-Vouchers, Lendlease Points, any prices, promotions, privileges, and/or other features;
- 8.1.2 remove, discontinue, suspend, or terminate the whole or any portion of the Website and/or the Services; and/or
- 8.1.3 impose restrictions on certain features or restrict your access to parts of the entire Website and/or Services,

at any time and for any reason, with written notice to you.

- 8.2 Any amendments to this Agreement will apply and take effect immediately at the time they are published on any Lendlease websites, and the publication of the relevant updated information on the Website, which shall be deemed to be sufficient written notice to you. It is your responsibility to remain updated on any changes that may be made to the Agreement. You shall be deemed to have understood, accepted, and affirmed the amended or modified Agreement by your continued use of the Website and/or Services following any change to the Agreement. Lendlease will not in any event be liable for any loss, damage, liability, claims, demands, fees, costs and expenses (including legal and professional costs and expenses) (collectively "**Loss**") resulting from any amendment(s) or modifications to this Agreement.

9. Indemnity

- 9.1 By using the Website and/or Services, you agree to indemnify, hold harmless, and defend Lendlease, its affiliates, officers, directors, employees, and agents, from and against any and all claims, costs, Losses, damages, liabilities, judgements, penalties, interest and expenses (including legal costs on an indemnity basis) arising directly or indirectly out of any claim, action, audit, investigation, inquiry or other proceeding instituted by any person or entity that arises out of or relates to:
 - 9.1.1 your use of the Website, Services, and/or Lendlease Materials;
 - 9.1.2 any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement;
 - 9.1.3 any violation of any third party right, including without limitation any intellectual property or data protection right, or disclosure of any proprietary information;
 - 9.1.4 your failure to comply with any applicable laws and regulations in connection with your use of the Website, Services, and/or Lendlease Materials;
 - 9.1.5 the sale or purchase of any Items;
 - 9.1.6 any claim that your use of the Website caused Loss, damage, injury or death to a third party; and/or
 - 9.1.7 any other liabilities incurred through your use of the Services including the Application.

- 9.2 The above indemnification obligation will survive the expiry or termination of this Agreement, and your use of the Website and/or Services.

10. Disclaimer of Warranties

- 10.1 To the fullest extent permitted by applicable law, Lendlease, its affiliates, licensors, and their respective members, directors, officers, agents, and employees (collectively, the "**Service Providers**") expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied

warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement.

- 10.2** Lendlease will use reasonable efforts to keep the Website and Services operational. However, certain technical difficulties and/or maintenance may, from time to time, result in temporary interruptions or downtime. Neither Lendlease nor any other Service Provider warrants uninterrupted use, operation, or availability of the Website, Services and/or any Lendlease Materials, or that any submission or transaction request you attempt using the Website or Services will be successful, uncorrupted, or completed within a reasonable amount of time. You will be solely responsible for any delay or Loss of any kind that results from your access to, or use of, the Services, the Website and/or the Lendlease Materials.
- 10.3** Lendlease does not warrant, endorse, guarantee or assume responsibility for any third party information, materials, content, or any other product or service produced or provided by a third party., including courier or delivery services. Consequently, Lendlease will not be responsible for any transaction between you and third party providers of third party products, and/or services, or for any acts or omissions of such third parties.
- 10.4** No advice or information, whether oral or written, obtained by you from Lendlease or any other Service Provider through or from the Services, will create any warranty regarding the Services that is not expressly stated in this Agreement.
- 10.5** You acknowledge and agree that:
- 10.5.1** your use of the Website and/or the Services, including, without limitation, your use of any Lendlease Materials or Intellectual Property owned by Lendlease, is at your sole risk;
 - 10.5.2** the Website, Services, and all Lendlease Materials are provided on an "as is" and "as available" basis;
 - 10.5.3** Lendlease does not guarantee that the content displayed on the Website will be accurate or up to date and as such is not liable for any Loss suffered arising out of or due to your reliance on any information provided on the Website;
 - 10.5.4** Lendlease will not be able to ascertain the quality or reliability of all materials and information posted, displayed or advertised on the Website and will not be held liable for any Loss suffered by you arising out of or due to any errors or inaccuracies on the Website;
 - 10.5.5** Lendlease is not liable for any viruses, spyware, defects, errors, malfunctions to computers that arises out of your usage of the Website;
 - 10.5.6** Lendlease is not liable for any potentially offensive, illegal, infringing, objectionable or offensive text, images, photographs, content, or material posted by users during their use of this Website and/or the Services and that all information and materials (regardless of type and form) are the sole responsibility of the person from whom it originated;
 - 10.5.7** Lendlease is not liable for any reliance on any information, opinions or views expressed by Lendlease or any third party on the Website;
 - 10.5.8** there may be occasional errors in the use of the Website and the Services and Lendlease is not liable for any Loss to you that may arise as a result of those errors; and
 - 10.5.9** the above disclaimers and limitation are required for Lendlease to provide you with the full and complete Service requested and enable the Services to be provided to you.

11. Term and Termination

- 11.1** This Agreement will apply to bind you when you access the Website or when you register a User Account to use the Website, whichever occurs earlier, and will remain effective until this Agreement is terminated.
- 11.2** Notwithstanding any other provision in this Agreement to the contrary, Lendlease reserves the right, without notice or cause and in its sole discretion, to terminate this Agreement and/or your User Account.
- 11.3** Lendlease reserves the right to cancel, terminate, and/or suspend your access to and use of the Website, Services, and/or your User Account at any time at its sole and absolute discretion without notice or justification, and/or terminate this Agreement, including without limitation in the event of unauthorised, or suspected unauthorised use of the Website, Services, Lendlease Materials, whether in contravention of this Agreement or otherwise. Lendlease reserves the right to consequently reject, cancel, retract, invalidate, or delete any other features associated with you and your User Account.
- 11.4** Any suspension, termination, or other action by Lendlease set out in this Agreement will not limit any other remedies Lendlease may have against you at law or equity.

12. Effect of Termination

- 12.1** Upon termination of this Agreement, the Services, or your User Account, for any reason, you will lose all access to your User Account, and to any content, materials or information relating to it. Subject to the applicable data protection and privacy laws, Lendlease will have no obligation to maintain any information stored in its database related to your account, or to forward any information to you or any third party.
- 12.2** Upon termination of this Agreement, the Services, or your User Account, Lendlease will have no further obligation to provide the Services, and all licences and other rights granted to you under this Agreement will immediately cease. Lendlease will not be liable to you or to any third party for such termination and cessation.
- 12.3** Any suspension, termination or cancellation of this Agreement, the Website, Services, or your User Account will not affect any of your obligations to Lendlease under this Agreement which by their meaning and context are intended to survive such suspension, termination or cancellation.

13. Limitation of Liability

- 13.1** To the fullest extent permitted under applicable law, under no circumstances, including but not limited to negligence, shall Lendlease be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if Lendlease has been advised of the possibility of these damages), resulting from your access to or use of, or your inability to access or use, the Website, Services or any Lendlease Materials, nor shall Lendlease be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond Lendlease's reasonable control, including but not limited to acts of God, communications failure, global positioning failure, theft, destruction, or unauthorised access to Lendlease's records, programs, or services.
- 13.2** In the event that Lendlease is liable for damages despite the foregoing provision, you agree that Lendlease's aggregate liability to you for any and all causes of action in relation to the Website, Services or any Lendlease Materials, and this Agreement, shall not exceed the total amount of fees and charges paid by you to Lendlease for the Services from which such liability arose.

14. General

14.1 Entire Agreement

This Agreement and the Privacy Policy constitute the entire agreement between you and Lendlease, and supersedes any prior agreements, undertakings, representations, and warranties in relation to the Website, and/or the Services, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of this Agreement in any written or oral communication from you to Lendlease are void unless agreed to in writing by Lendlease. You agree and accept that you have not accepted this Agreement in reliance of or to any oral or written representations made by Lendlease which are not contained in this Agreement.

14.2 Illegality & Waiver

14.2.1 If any provision of this Agreement is agreed by Lendlease to be illegal, void or unenforceable under any law that is applicable hereto, this Agreement shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the parties may agree.

14.2.2 No waiver of any rights under this Agreement by a party shall be effective unless made in writing and signed by such party. A failure by a party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

14.3 Governing Law & Jurisdiction

14.3.1 This Agreement shall be governed by and construed in accordance with Singapore law.

14.3.2 The parties hereby submit to the exclusive jurisdiction of the Singapore courts.

14.4 Rights of Third Parties

A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.