

## Terms of Use: beforeUdig Service

### Introduction

The beforeUdig Service is owned by PelicanCorp Pty Ltd and operated by Red Technologies Pte as the Singapore Agent. beforeUdig is a referral service for information on underground pipes and cables (**Service**). beforeUdig refers inquiries, from those proposing to excavate, to underground asset owners (such as gas, electricity and telecommunications companies) who are members of the Service.

### Engagement

Your use of the Service is conditional upon your acceptance and compliance with the terms and conditions contained in these Terms of Use. Before you access the Services, you must read and accept all the terms and conditions contained in these Terms of Use. If you do not agree to any of the terms and conditions contained in these Terms of Use, you must not use the Services.

You acknowledge that your use of the Services constitutes an affirmative acknowledgement and agreement by you that you accept and agree to be bound by these Terms of Use.

beforeUdig may amend the terms and conditions of these Terms of Use from time to time by posting the amended terms and conditions on the beforeUdig website, [www.beforeudig.com.sg](http://www.beforeudig.com.sg) (**Site**). Unless otherwise stated, all amended terms and conditions will be effective from the time of posting. Your continued use of the Service after such modification constitutes your acceptance of that modification. As you are bound by these Terms of Use, you should review the Site periodically for any amendments. These Terms of Use constitute the entire agreement between you and beforeUdig with respect to your use of the Service. No other terms apply.

### Specific limits of the Service

The information obtained via the Service is a guide only and no explanation or advice is offered in relation to that information. If you need advice, information or explanation about the information obtained via the Service you should consult a professional person and not use the Service.

The information available to you as part of the Service is not intended to:

- a) constitute professional advice or diagnosis or explanation;
- b) be relied upon without any professional consultation or independent consideration by a qualified practitioner as appropriate. You should not rely on information which you obtain via the Service as a substitute for advice or information from a qualified professional.

### Usefulness of the Service

The Service is designed to provide initial and useful general information about a proposed dig site. You acknowledge that each particular case is different and it is not feasible for beforeUdig to set out in detail every obstacle which might apply in each particular case.

### Terms of use

The information provided by beforeUdig is offered on the terms and understanding that neither beforeUdig nor beforeUdig directors and or employees, are responsible for the results of any actions taken on the basis of the information or for any error or omission in the information. No person including practitioners and advisers should act solely on the basis of the information provided by beforeUdig. Changes to knowledge and information may occur quickly. As a guide, site checking should occur and care be taken when digging near the specified area, if necessary. Occasionally, information improvements require change and the information may change without notice.

1. You warrant to beforeUdig that you will not use the Service for any purpose that is unlawful or prohibited by these Terms of Use.
2. You must not take any action that might undermine the integrity of the Services.
3. You must not use any device, software or instrument to interfere or attempt to interfere with the proper working of the Site.
4. You represent and warrant to beforeUdig that all information you provide to beforeUdig:
  - a) does not contain any obscene, threatening, indecent or defamatory material or material disclosing confidential information of a third party;
  - b) does not infringe any third party's rights of privacy;
  - c) is true, complete and accurate and not misleading; and
  - d) does not and will not violate any applicable law or regulation.

### the Site

beforeUdig Endeavour's to provide a convenient and functional Site. If your use of beforeUdig's site results in the need for servicing or replacing property, material, equipment or data, beforeUdig will not be responsible for such costs.

### Copyright and other intellectual property

As part of the Service you may be given material which is subject to copyright and other intellectual property rights owned by or licensed to beforeUdig. You expressly acknowledge and agree that copyright in all the information and content available via the Service (**Content**) (whether as a compilation of information or otherwise) is owned by beforeUdig. Subject to fair use and other relevant defences:

#### you are allowed to:

view, copy and print Content in electronic or other forms only for your personal non-commercial use and only if you retain the copyright notice and other intellectual property notices from the original material;

#### you are NOT allowed to:

- a) use the Content for public or commercial purposes (other than provision of services for individual jobs); or
- b) breach copyright or any other intellectual property rights of beforeUdig or its licensors including by amending or adapting any of the Content.

Subject to the provision above, no part of the Content may be reproduced, stored in a retrieval system, or transmitted in any form or any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of a director of beforeUdig.

### Advertising, links to third party web sites and e-commerce offers

The Site contains hyperlinks and other pointers to internet web sites operated by third parties (Third Party Websites). These Third Party Websites are not under the control of beforeUdig. beforeUdig is not responsible for the contents of any linked Third Party Website or any hyperlink contained in a Third Party Website. beforeUdig provides these hyperlinks to you as a convenience only. Inclusion of any link is not nor does it imply any endorsement of the Third Party Website by beforeUdig. You link to any such web site entirely at your own risk. Third Party Websites are not part of the Site and are not governed by these Terms of Use.

### No warranty

You expressly understand and agree that use of the Service is at your own risk. The Service is provided on an "as is" and "as available" basis. beforeUdig does not make any representations or warranties of any kind, whether express or implied, regarding the Service, information obtained via the Service, the Site and Third Party Websites including without limitation:

- a) regarding the accuracy, reliability and completeness of information obtained via the Service or through Third Party Websites;
- b) that your access to the Site and Third Party Websites will be continuous, uninterrupted, timely, secure, virus free and fault free; and
- c) that any information, whether personal or otherwise, you transmit to beforeUdig via email will be secure and will not be intercepted by a third party.

### Indemnity and limited liabilities

1. You acknowledge the beforeUdig, its employees, agents and servants are not liable to you for any loss (including, without limitation, consequential or economic loss) or damage, or other costs, expenses or injury irrespective of how they are caused, which you, or for which you may become liable, arising out of, or in connection with your use of the Services.
2. To the extent permitted by law, you indemnify and will keep indemnified beforeUdig against any liability, damages, expenses, costs or compensation that beforeUdig may have to pay any party for any act, error or omission of yours or your employees, agents or servants whatsoever.
3. The provisions of these Terms of Use relating to liability and indemnity survive termination of these Terms of Use.

### General

1. No modification, amendment or other variation of these Terms of Use can be made unless the prior written consent of beforeUdig is obtained.
2. To the extent permitted by law, all express and implied warranties, representations, terms and conditions other than those expressly contained in these Terms of Use are excluded.
3. Any provision of these Terms of Use which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
4. Any provision of these Terms of Use which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remainder of these Terms of Use which will continue in full force and effect in that or any other jurisdiction.
5. No agency, partnership, joint venture, independent contractor, employer-employee relationship is intended or created by these Terms of Use.
6. A failure or delay in exercise, or partial exercise, by beforeUdig, of a right arising from a breach of these Terms of Use by you does not result in a waiver of that right or power by beforeUdig.
7. You are not entitled to rely on a delay by beforeUdig in the exercise or non-exercise of a right arising from a breach of these Terms of Use by you as constituting a waiver of that right, power, authority, discretion or remedy.

### Applicable Law

This agreement will be governed by and construed in accordance with the laws of Singapore.

### Feedback

It is hoped that the Service provides a useful guide and any comments on its structure and contents with a view to improving its usefulness would be welcome.

### Confirmation Advice

It is your responsibility to check that the location of the dig site shown in the map on the Confirmation Advice is correct. The Confirmation Advice lists the beforeUdig Members, a current list of Members is available on our website <http://www.beforeudig.com.sg/> It is your responsibility to contact any other asset owners. If you do not receive a Confirmation Advice for a job within one working day, please call **+65 6846 7661** between 8am and 5pm Monday to Friday (excluding public holidays).