

SERVICE BUREAU - SERVICE TERMS AND CONDITIONS

IMPORTANT - PLEASE READ THESE SERVICE TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR USE OF THE SERVICE BUREAU AND CONSTITUTE A LEGALLY BINDING AGREEMENT ("AGREEMENT"). BY USING THE SERVICE BUREAU SERVICES, YOU ("THE APPLICANT") ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

Introduction and Scope of Services

1. The role of the Service Bureau is strictly limited to providing administrative convenience and assistance to the Applicant in relation to the use of the various services made available through the Service Bureau ("SB Services").
2. The Service Bureau does not provide legal advice, legal representation, or any form of professional advisory services.
3. The Applicant acknowledges that the SB Services are facilitative in nature only and do not replace the Applicant's obligation to understand and comply with applicable laws, court rules, and procedures.

Service Standards

4. The Service Bureau shall use reasonable care and skill in the provision of the SB Services and shall make reasonable efforts to minimize errors.
5. The Service Bureau does not warrant that: shall be the Applicant's sole and exclusive remedy for such errors.
 - the SB Services will be uninterrupted, timely, secure, or error-free; or
 - the SB Services will be available at all times.
6. Where an error occurs that is directly attributable to the provision of the SB Services, the Service Bureau may, at its sole discretion, waive any filing costs incurred by the Applicant solely for the purpose of correcting that error.
7. The waiver of such filing costs shall be the Applicant's sole and exclusive remedy in respect of any such error, to the fullest extent permitted by law.

Reliance on Applicant-Provided Information

8. All SB Services are provided strictly based on information and/or documents supplied by the Applicant.
9. The Service Bureau:
 - does not verify, validate, or review the appropriateness, accuracy, or completeness of such information or documents; and

- shall not be responsible for any rejection, delay, or adverse outcome arising from inaccuracies, omissions, or defects in such information or documents.
10. In particular, the Applicant agrees not to hold the Service Bureau liable for the rejection of submissions by the Singapore Judiciary.
 11. The Service Bureau does not provide advice on legal matters or court procedures. Any information or suggestions provided by Service Bureau personnel are limited to administrative or service-related procedures only.
 12. The Applicant is under no obligation to accept any such suggestions. If the Applicant chooses to rely on such information, it does so entirely at its own risk.

Applicant's Duties and Responsibilities

13. The Applicant shall ensure that all documents (hardcopy or softcopy) submitted through the Service Bureau comply with the Service Bureau's prescribed format requirements, which may include PDF, Excel, or JPEG formats. These requirements may be amended from time to time without prior notice.
14. The Service Bureau reserves the right to reject or decline to transmit any document that does not comply with the prescribed format requirements.
15. Provision of SB Services is conditional upon the Applicant completing all required forms and complying with all procedures established by the Service Bureau. Failure to do so may result in refusal of service.
16. The Applicant shall ensure that all storage media and softcopy submissions provided to the Service Bureau are free from malware, including but not limited to viruses, worms, trojans, logic bombs, or other malicious or technologically harmful material.
17. The Applicant remains fully responsible for all submissions made through the Service Bureau and for monitoring the outcome of such submissions.
18. Where the Applicant has opted for SMS notification services and does not receive notification within the expected completion timeframe or within five (5) working days from the date of filing (whichever is earlier), the Applicant shall promptly contact the Service Bureau to follow up.

Limitation of Liabilities and Indemnities

19. To the fullest extent permitted by law, the Service Bureau shall not be liable for any direct, indirect, incidental, consequential, or special losses or damages, including but not limited to loss of profits, loss of savings, or third-party claims, arising out of or in connection with the use of the SB Services.
20. In any event, the Service Bureau's total aggregate liability for all claims shall be limited to the fees paid by the Applicant for the relevant SB Services.
21. Where softcopy documents are submitted, the Service Bureau shall not be liable for:
 - any loss of or damage to storage media provided by the Applicant; or

- any errors, omissions, or defects contained in the softcopy documents.
22. The Applicant shall indemnify and hold harmless the Service Bureau against all losses, damages, costs, and expenses arising from any malware embedded in softcopy submissions or storage media.
23. The Applicant shall further indemnify the Service Bureau against all actions, claims, proceedings, losses, liabilities, costs, and expenses arising out of or in connection with the Applicant's use of the SB Services.

Payment of Fees

24. The Applicant shall pay all applicable charges for the SB Services in accordance with fees imposed by the Singapore Judiciary and relevant third-party service providers, including any rejection fees.
25. In the event of an underpayment due to error, the Applicant agrees to pay the outstanding amount within a reasonable time upon notification.
26. The Service Bureau reserves the right to withhold or decline services if payment is not made.

Authority to Act for Third Parties

27. Where the Applicant uses the Service Bureau on behalf of another party, the Applicant warrants that it has full authority to act, transact, and communicate on behalf of that party.
28. The Applicant shall indemnify the Service Bureau against any claims, losses, or liabilities arising from a lack of such authority.

Amendments and Updates

29. The Service Bureau may amend these Service Terms and Conditions from time to time.
30. Updated terms will be made available on the eLitigation website.
31. Continued use of the SB Services constitutes acceptance of the latest version of these Service Terms and Conditions.