



TERMS & CONDITIONS

The following sets out the Terms and Conditions under which Membership is offered and under which you may use the Singapore Mexico Chamber of Commerce website. For any enquiries please contact secretariat@sgmxcham.org

MEMBERSHIP

In joining the Singapore Mexico Chamber of Commerce (SGMXCHAM) you agree to respect and abide by the following terms and Conditions of Membership.

Membership to the SGMXCHAM commences when membership payment is received and the duration is for one calendar year (unless otherwise agreed in writing). Any changes to this is at the discretion of the SGMXCHAM.

The SGMXCHAM does not refund membership fees, if membership is cancelled before the end of the relevant term.

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ENTITLEMENT TO MEMBERSHIP

The SGMXCHAM is an organization created as a nonprofit business association chartered in Singapore. The SGMXCHAM aims to provide a vehicle to improve communications, promote trade, investment and joint ventures for Singapore, South East Asia and Mexico. The SGMXCHAM also provides a network to build opportunities for Mexico and Singapore. We provide our members with practical support and advice, delivered via a range of scheduled events and online communities to share knowledge and expertise. We promote and encourage the development of business between Mexico, Singapore and South East Asia, by organizing or participating in trade fairs and trade missions. We will also organize forums and matchmaking events to bring buyers, sellers and investors together.

We embrace the diversity present in Singapore and as such we do not restrict individual or corporate membership by reason of nationality. Any company or business organisation that is registered in Singapore is

entitled to join the SGMXCHAM. Companies or business organisations registered outside of Singapore should join as an "Overseas Member".

MEMBERSHIP RENEWAL TERMS

Initial Membership of the SGMXCHAM commences from the day on which membership payment is received, for one calendar year. The month in which the payment is made will be considered the first month of membership. Any changes to this is under the discretion of the SGMXCHAM.

Renewal of membership will be processed upon the receipt of the renewal payment and will be back-dated to the date on which membership expired.

The 'primary member' of the Member Company or organisation will be notified no later than 30 days prior to renewal.

Notification will be made via e-mail and will include the invoice and/or a link to an online renewal application.

Payment for renewal can be made online, via cheque or by bank transfer.

It is the member organisation's responsibility to ensure that the SGMXCHAM is notified of any change in contact details for the 'primary member' of the Member Company or organisation.

Should we receive no formal termination or renewal payment during the renewal period, we will assume that membership is no longer required.

Beyond the 45 days grace period referred to above, we will require a new application for membership.

During the period of non-renewal any individual or company will cease to have access to the benefits that membership entitles, unless the SGMXCHAM determines otherwise, in its absolute discretion.

MEMBER CODE OF CONDUCT

The SGMXCHAM aims to provide a safe and professional environment for members and non-members to enjoy.

We do not tolerate discrimination, disrespectful or threatening behaviour of any type between or towards any individual or organisation engaged with the SGMXCHAM.

Should any individual or company feel that they have experienced adverse behaviour towards them, they are requested to contact a senior member of staff at the SGMXCHAM.

Specifics of the Member Code of Conduct can be found below.

Upon joining the SGMXCHAM, any individual, company or other business organisation must agree to and respect the Membership Code and Conduct.

After investigation, should any complaint made against an individual member or member company or organisation be upheld, we reserve the right to cancel membership without any recompense.

The following Code of Conduct is taken as accepted by members upon registration:

- Membership of and/or participation as a non-member in events, meetings and activities of the SGMXCHAM are subject to the terms and conditions set out in this Code of Conduct and such other terms and conditions as may be prescribed from time to time.
- As a professional business network organisation, the SGMXCHAM expects members and non-member participants in SGMXCHAM events and activities (i.e., 'walk-ins') to observe and abide by the Code of Conduct, upholding the values, professionalism and integrity of the SGMXCHAM.
- In the event of any breach of or non-compliance by a member or non-member participant with any of the terms of the Code of Conduct, whether or not such breach or non-compliance is the subject of a complaint by another SGMXCHAM member or other non-member participant, the SGMXCHAM reserves the right to take appropriate action against the defaulting individual including, but not limited to, exclusion from SGMXCHAM events, removal from SGMXCHAM premises and suspension of membership and/or membership benefits. In the case of severe or persistent non-compliance with the Code of Conduct by a member, the SGMXCHAM reserves the right to terminate the membership of the defaulting member, without liability to refund to such defaulting member any amount of membership fees paid in advance, whether in full or pro rata.

The obligations and responsibilities of all members of the SGMXCHAM and non-member participants are as follows:

- To maintain the highest standards of conduct and engage in SGMXCHAM events in a professional and dignified manner, acting with integrity and respectfulness when interacting with SGMXCHAM invitees and guests, other members and their guests and the general public.
- Not to speak or to comment on behalf of the SGMXCHAM or hold oneself out as having authority to do so unless specifically requested or instructed or otherwise having obtained prior consent to do so from the Executive Committee of the Board of the SGMXCHAM.
- Not to act in such a way that the Board deems, in its reasonable opinion, to be injurious or prejudicial to the character or interests or reputation of the SGMXCHAM.
- To respect and comply with reasonable requests or directions given by SGMXCHAM staff, office bearers or third parties – for example at SGMXCHAM events hosted at external venues – and not to act in such a way at any SGMXCHAM event or activity, whether on SGMXCHAM premises or at an external venue, that would be likely to cause injury or harm to self or to others.
- To respect the confidentiality requirements and privacy policies of the SGMXCHAM, and confidentiality requirements requested to be observed by SGMXCHAM invitees, guests, other members and their guests; this includes refraining from activities or practices that are or could be construed to be anti-competitive or anti-trust in nature.
- To respect the right of SGMXCHAM staff, office bearers, members and non-member participants to a safe environment when working for, or attending or participating in events, meetings or activities hosted or facilitated by, the SGMXCHAM, free from harassment, abuse or discrimination and, in particular, not to use threatening behaviour towards nor harass any member of SGMXCHAM staff or SGMXCHAM member, invitee, guest or other non-member participant.

- To ensure that communication with SGMXCHAM employees, office bearers and members is measured, reasonable and professional and devoid of any comments against any of them in their personal capacity.
- Not to issue – whether via email, phone, SMS, social media or similar platform – any malicious, inflammatory, critical, defamatory, abusive or threatening messages or statements in relation to the SGMXCHAM or its members, invitees or guests.
- To act in accordance with the laws, rules and regulations of Singapore from time to time.
- To abide by the SGMXCHAM's constitution and any conflict of interest guidelines or other policies and codes as may be issued or updated from time to time.

PRIVACY AND CONDUCT

Our Privacy Policy is made available on our website.

As a member of the SGMXCHAM you will gain access to our Membership directory which includes contact details and personal data of your fellow members. By accepting the SGMXCHAM's terms and conditions you agree:

- Not to share personal data of any individual to any third party without the prior consent of that individual;
- Not to attempt to "scrape" the personal data within the Membership directory for your personal or company use;
- Not to spam or use personal data in a manner that may be deemed inappropriate;
- Not to imply the SGMXCHAM's permission or collaboration in your communications;

Should you wish to share information that you may feel is relevant to all or certain members, please liaise with the membership team in the first instance to discuss an appropriate approach.

WEBSITE

This section sets out the Terms and Conditions under which you may use the SGMXCHAM website. Accessing the website means that you accept and agree to be bound, without limitation or qualification, by these Terms and Conditions. The SGMXCHAM reserves the right to modify or revise these Terms at any time, at its sole discretion. If you choose to access the website, then you are bound by any such modification or revision and should therefore visit this page periodically to review the Terms and Conditions.

USE OF MATERIAL

The contents of this website, including but not limited to text, software, photographs, graphics, illustrations, artwork, video, music, sound, names, logos, trademarks, service marks and other material are protected by copyright laws internationally. This includes both content owned by the SGMXCHAM and content owned or controlled by third parties and licensed to the SGMXCHAM.

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or otherwise use the material in any way for any public or commercial purpose without the written permission of the SGMXCHAM.

If you would like to obtain the SGMXCHAM's permission to use any of the material on your own website, or link to our website, please call us or email to secretariat@sgmxcham.org; If you violate any of these Terms, your permission to use the material automatically terminates and you must immediately destroy any copies you have made of the material.

NO WARRANTIES

The website and materials are provided on an 'as is' basis without warranties of any kind, whether express or implied. The SGMXCHAM, its partners and suppliers, to the fullest extent permitted by law, disclaim all warranties, including but not limited to warranties of title, fitness for a particular purpose, merchantability and non-infringement of proprietary or third party rights. The SGMXCHAM, its partners and suppliers make no warranties about the accuracy, reliability, completeness, or timeliness of the material, services, text, graphics and links.

The SGMXCHAM makes no warranties that the website will operate error-free or that its website or its server are free of computer viruses or other harmful items. The SGMXCHAM is not liable for any costs if use of the website or the material results in the need for servicing or replacing of equipment or data.

The SGMXCHAM shall not be held responsible for any third party material.

LIMITATION OF LIABILITY / DISCLAIMER OF DAMAGES

Use of this website is at your own risk. If you are dissatisfied with any of the materials or other contents of this website or with these Terms and Conditions, the SGMXCHAM's Privacy Policy, or other policies, your sole remedy is to discontinue your use of the website.

In no event shall the SGMXCHAM, its partners or suppliers be liable to any user or any third party for any damages whatsoever (including, without limitation, direct, indirect, incidental, consequential, special, exemplary or lost profits) resulting from the use or inability to use the website or the material, whether based on warranty, contract, tort, or any other legal theory, and whether or not the SGMXCHAM is advised of the possibility of such damages.

COPYRIGHT INFRINGEMENT

The SGMXCHAM may, in appropriate circumstances and at its discretion, remove, or disable access to, material on the website that infringes on the rights of others. If you believe that your work has been used on our website in a manner that constitutes copyright infringement, please provide the SGMXCHAM with a written notice that includes the following information:

- Identification of the copyrighted work claimed to have been infringed;
- A description of where the material that you claim is infringing is located on the website;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or the law;

- A statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf;
- An electronic or physical signature of a person authorised to act on behalf of the owner of the exclusive right that is allegedly infringed.

LINKS TO OTHER SITES

Links to third party websites maintained by others are provided solely as a convenience to you and not as an endorsement by the SGMXCHAM of their contents. The SGMXCHAM is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of their materials. Access to linked third party websites is at your own risk.

INDEMNITY

You agree to defend, indemnify, and hold harmless the SGMXCHAM, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the material (including software) or your breach of the terms of this Agreement.

GOVERNING LAW, JURISDICTION AND VALIDITY

The SGMXCHAM makes no claims that the materials are appropriate for any particular purpose or audience, or that they may be downloaded outside of Singapore. Access to the materials may not be legal by certain persons or in certain countries. If you access our website from outside of Singapore, you are responsible for compliance with the laws of your jurisdiction.

The SGMXCHAM is headquartered in Singapore and, hence, all legal issues arising from or related to the use of the website shall be construed in accordance with and determined by the laws of Singapore. By using this website, you agree that the exclusive forum for the bringing of any claims or causes of action arising out of or relating to your use is in Singapore. You hereby accept and submit to the jurisdiction of such court in any such proceeding or action, and irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the venue and any claim that any such action or proceeding has been brought in an inconvenient forum.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in a particular 'Legal Notice' for software or material on particular web pages, this Agreement constitutes the entire Agreement between you and the SGMXCHAM with respect to the use of our website.