



PPAS Membership Terms & Conditions

The following terms and conditions govern the Professional Photographers Association (Singapore) Membership and the benefits available thereunder (the "PPAS Membership"). **ALL PERSONS SUBSCRIBING TO THE PPAS SERVICE ARE URGED TO READ THE MEMBERSHIP TERMS & CONDITIONS CAREFULLY AND IF YOU HAVE ANY QUESTIONS TO CONTACT A PPAS REPRESENTATIVE AT Membership@PPAS.SG** . This membership terms & conditions (the "Membership Terms & Conditions," or "Agreement") is made between Professional Photographers Association (Singapore) ("PPAS"), a Singapore based Non-profit Organization registered with the Registry of Societies of Singapore and the person registering for membership. ("you" or the "Member").

1. **Description of PPAS Membership.** Each Approved Member is entitled to receive a listing in the member's directory, as well as access to discounts and other benefits on specified photography-related products and services offered by participating vendors ("Benefits").
 - a. All Benefits, including, without limitation, a then current listing of special promotions from participating vendors, are accessible online at <http://ppas.sg/member-deals/> ("Member Deals"). To access Benefits or information related to Benefits, a Member will be required to be in good standing with PPAS and enter his or her PPAS registered log-in and password.
 - b. All Member Deals are subject to discontinuation, change, modification, improvement or substitution without notice and PPAS makes no representations or warranties with respect to, and accepts no responsibility or liability for, out of date or erroneous information related thereto.
 - c. PPAS has negotiated with the providers of Member Deals in an attempt to acquire the best possible products, services and discounts for its members.
 - d. The membership fee for the PPAS Membership is structured with a SGD\$60.00 joining fee for All Members, and an annual recurring membership fee of SGD\$120.00 for Full (Singapore Citizens and Permanent Residents), Affiliate (for non-Singapore Citizens or non-Singapore Permanent Residents) memberships, and SGD\$240 (\$120 annual fee + \$120 "Featured Member" fee) for Associate (for all other photography-related businesses) memberships.
 - e. **Membership approval is subject to certain additional requirements as proscribed by PPAS. PPAS reserves the right to change the terms and condition, and membership requirements whenever it deems necessary and PPAS is not obligated to inform members of the changes in advance.**
 - f. The additional membership tier to have a special portfolio page with the added benefits of displaying additional images regarding the member's services and additional write-ups, as well as search priorities ("Featured Member") is available with an additional annual recurring fee of SGD\$120.00.
 - g. Fees paid are non-refundable

2. **Membership Term; Renewals.** A Member shall be entitled to all the Benefits available to Members of the PPAS Membership for the ensuing twelve-month period under the annual plan, commencing on the date of acceptance of the Member's application for enrolment for each twelve-month period thereafter (the "Membership Term"). PPAS reserves the right, at its sole discretion, to change the terms and conditions of this Agreement at any time, with or without notice to any Member, or to cancel this Agreement or the PPAS Membership.
3. **PDPA Disclosure and Consent.** Your submission of an electronic application shall constitute your consent to receive any and all disclosures, notices and other communications including any notice that may be legally required to be provided to you regarding this Agreement, in electronic form. PPAS will provide all future disclosures and notices by sending an alert to the electronic mail address that you have provided or/and to the mobile number you have provided.
 - a. You have the right to withdraw this consent, but if you do, PPAS will immediately terminate this Agreement and/or the PPAS Membership. To withdraw your consent, please contact PPAS by sending such request to Membership@PPAS.SG .
 - b. It is your responsibility to maintain accurate contact information in your member profile and contact PPAS immediately if your electronic or Singapore physical address changes and you are unwilling or unable to update the information online. You can contact PPAS to inform PPAS of such changes through the website.
4. **PPAS Membership Annual Renewal Fees.** The current PPAS Membership fee (the "Membership Fee") will be automatically billed to Member's designated credit card account through PAYPAL on an annual recurring basis as authorized upon enrolment. Any Member who uses a debit card as the designated credit card account acknowledges that **PPAS will not be responsible for any fees or penalties associated with insufficient funds, bounced checks or any other form of fee due to a charge of the Membership Fee to a debit card provided by the Member.** Unless Member cancels the PPAS Membership or alters their auto-renewal status through the member profile online pursuant to Section 5 of this Agreement prior to the end of Member's then-current Membership Term, PPAS will automatically renew membership at the end of such then-current Membership Term as authorized upon enrolment and bill the then-current renewal Service Fee to the designated billing source.
5. **Right to Cancel; Refund of PPAS Membership Fee.** Members have the right to terminate this Agreement and membership in the PPAS Membership at any time. A Member may cancel this Agreement and membership in the Membership, or their auto-renewal, through their PAYPAL account; or by sending such request to Membership@PPAS.SG . If Member cancels their membership before the end of a Membership Term for which Member has paid the Membership Fee, the Member cannot receive a refund of such Membership Fee nor any portion thereof. Due to the nature of the services provided by PPAS (many of which are accessible immediately upon acceptance) it is understood that refunds cannot be issued. Member will remain liable for any other fees or charges to be paid pursuant to this Agreement or the PPAS Membership. If Member feels that they have been billed multiple times for the Member Service for one Membership Term, Member should promptly send notice of such, including all membership contact details, billing dates, transaction details and the credit card and/or debit card number that it was billed to Membership@PPAS.SG .
6. **Disclaimer of Liability.** Vendors. PPAS shall have no liability regarding any services provided, or to be provided, by any non-affiliated third-party sponsor, affiliate or vendor ("Vendor"). All Vendors are independent contractors and not employees, partners or joint venture partners with PPAS. PPAS shall have no liability regarding any Benefits provided, or to be provided, by any Vendor. You agree that claims regarding services shall be made against the Vendor providing or performing such services and not PPAS. Although PPAS upon request by the member, will endeavour to intervene in conjunction with a member experiencing a problem or discrepancy with a Vendor, in the event any product or service purchased by a Member is cancelled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the provider, seller, merchant or manufacturer of the product or service for any repair, exchange, refund or satisfaction of claim. Member understands and acknowledges that PPAS cannot force vendors to provide any product, service or promotion and that Vendors are free to run their businesses as they see fit and begin/halt such efforts at their own discretion.
7. **PPAS Member Representation and Obligations.** In return for the discounts and benefits available under the PPAS Membership, each Member acknowledges such Member's obligations to PPAS as follows: (a) you have read the "Membership Terms & Conditions" carefully, and understand the provisions of the PPAS Membership and the billing method for the payment of the annual Service Fee; (b) You may cancel your membership in the PPAS Membership at any time prior to the conclusion of the then current

Membership Term and will not be entitled to a refund of the pro rata unused portion of the Membership Fee, (c) the Membership Term will renew automatically effective the first day following the conclusion of the existing Membership Term unless you elect to cancel in accordance with this Agreement; (d) the benefits of membership in the PPAS Membership are not assignable without the express written consent of PPAS and you will use your membership only for personal, non-commercial use or for the benefit of your immediate family. For purposes of this Agreement, "Immediate Family" shall be limited to the Member, and his or her spouse and children residing in the same house. **You agree not to share any proprietary information supplied you by the PPAS including but not limited to coupon codes, discounts, incentives, and the like to any third-party, individual, entity or institution. A violation of this provision will result in your forfeiture of membership in the PPAS Membership, potential legal action from PPAS and its Members and/or potential legal action from the Vendor;** and (e) PPAS assumes no responsibility for the payment of or contribution to any use or sales tax on Benefits that may be imposed by Singapore's Ministry of Finance and such taxes, to the extent imposed, shall remain the sole responsibility of the Member or the direct provider of the Benefits, as the case may be.

8. **Governing Law; Arbitration.** Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be determined by arbitration in Singapore in accordance with the Law Society Arbitration Rules in force at the commencement of the arbitration.

9. **Disclaimer of Warranties.** PPAS is not a merchant, manufacturer, or direct provider for many of the Benefits made available to Members. **ACCORDINGLY AND UNLESS A VENDOR HAS AGREED OTHERWISE, ALL PRODUCTS, SERVICES, ADVICE, MERCHANDISE AND INFORMATION AVAILABLE TO MEMBERS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE ABOVE, NO WARRANTY OR GUARANTY IS GIVEN REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY OR QUALITY OF ANY INFORMATION, CONTENT, DATA, SERVICE, ADVICE, SERVICE, PRODUCT OR MERCHANDISE PROVIDED OR AVAILABLE TO, OR PURCHASED BY MEMBERS THROUGH THE BENEFITS WEBSITE OR OTHERWISE THROUGH HIS OR HER MEMBERSHIP IN THE PPAS MEMBERSHIP.**

10. **General Release.** Each Member, for himself/herself, and on behalf of any person who uses the Benefits available through the PPAS Membership ("**Membership Beneficiary**"), **hereby forever releases, acquits and discharges PPAS from any and all liabilities, claims, demands, actions and causes of action that such Member or such Member's legal representatives may have by reason of any monetary damage or personal injury sustained as a result of or during the use of any and all Benefits available through the PPAS Membership. The sole recourse available to a Member, Membership Beneficiary or their legal representatives shall be the cancellation of the Membership.**

11. **Receipt of Mail.** **PPAS cannot guarantee that it receives any physical mail that Member claims to have sent.** Member should, at Member's own expense, send any notices to PPAS in a physical form to ensure Member's communication arrived at PPAS, using methods of sending which may include but not be limited to Singpost Registered mail or similar mail service with tracking feature.

12. **Entire Agreement.** The foregoing Membership Terms & Conditions contain the entire terms and agreements in connection with Member's participation in the PPAS Membership and no representations, inducements, promises or agreement, or otherwise, between PPAS and the Member not included herein, shall be of any force or effect. If any of the foregoing terms or provisions shall be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby.

13. **Binding Effect.** The foregoing Membership Terms & Conditions shall be binding upon and inure to the benefit of PPAS and the Member as well as their respective successors and permitted assigns.