



## AHEAD TERMS OF USE

### 1. GENERAL

1.1 These Terms of Use govern your access to use Arts & Heritage Evaluation, Analytics & Data (AHEAD) Portal's services, including the application (whether as software or as a website) and its Contents (collectively, the "Service").

1.2 The objectives of AHEAD as a **centralised** data warehouse and analytics visualisation platform are as follows:

- a) Deepen understanding of audience behaviours and consumption; and
- b) Inform strategy, programming and operational decisions for growth of the culture sector

through **consolidating, analysing, and presenting** data.

1.3 The Service is provided to you (the "**User**") by the National Arts Council ("**NAC**").

1.4 NAC maintains the Service for the convenience of NAC officers and NAC's stakeholders.

1.5 Definitions:

- (a) "**Content**" means all content displayed or made available for the Service, including without limitation, all text, data, reports, charts, graphs, documentation and other information, including any further analysis, visualisation, insights and dashboard.
- (b) "**Viewers**" means Users who have been authorised with only 'View' permissions and/or the equivalent for the dashboards.
- (c) "**Authors**" means Users who have been authorised with authors permission to publish dashboards.

(d) “**Data Owners**” means Users who have been authorised to be custodian of the data they own.

(e) “**Users**” shall mean all individuals, or individuals authorised on behalf of any entity, that access and use any part of the Service.

## 2. ACCEPTING THE TERMS OF USE

2.1 By accessing and using any part of the Service and/or any Content, services, features or tools made available by the Service, you unconditionally agree and accept to be legally bound by these Terms of Use and any amendments thereto from time to time. NAC reserves the right to change these Terms of Use at its sole and absolute discretion and at any time.

2.2 If you are using the Service on behalf of any entity, you accept these Terms of Use on behalf of such entity and warrant that you are authorised to do so. In these Terms of Use, the words “you” or wording of similar meaning shall refer to the entity on whose behalf you have accepted these Terms of Use.

2.3 If you do not agree to these Terms of Use, please do not use the Service.

## 3. OWNERSHIP OF THE SERVICE

3.1 The Service is owned by, licensed to, managed and/or controlled by NAC.

3.2 All Content is protected by copyright, trademark, and other forms of proprietary rights and all relevant laws concerning the protection of government and/or public agency data and personal data.

## 4. USE OF THE SERVICE AND CONTENT, INCLUDING CONFIDENTIALITY

4.1 Your access to and use of the Service and Content is contingent upon the specific access rights granted to you. These access rights are determined by NAC's explicit

assessment of your designated User role and the Content deemed appropriate for disclosure to you.

- 4.2 In the event that you are inadvertently granted access rights exceeding your intended authorisation, you are hereby obligated to:
- (i) Refrain from accessing, viewing, or utilising any Content to which you are not expressly entitled; and
  - (ii) Immediately notify NAC and the AHEAD team of such unauthorised access.
- Failure to comply with these obligations may result in the termination of your access privileges and/or other appropriate actions as deemed necessary by NAC.
- 4.3 Unless explicitly stated, all Users shall treat all Content as confidential information and take reasonable care to maintain the confidentiality, including **not to disclose** Content to any other parties or persons who have not received similar access rights without obtaining written permission from the relevant Data Owners.
- 4.4 NAC grants Viewers a revocable and non-exclusive licence to use the Content, provided that:
- (a) the Content is used for the purposes specified in the access request and/or as modified by NAC and/or the relevant Data Owners. Where not specified (i.e. access has been granted automatically), the Content should be used in accordance with AHEAD's objectives as set out in Clause 1.2;
  - (b) any Content (including but not limited to visualisations or insights) downloaded is accurately reproduced and sources are cited; and
  - (c) any insights, analysis or derivation of the Content is used in a manner which is in line with the source data permissions and are not taken out-of-context.
- 4.5 NAC grants Authors a revocable and non-exclusive licence to use the Content, provided that:
- (a) the creation of additional Content (including but not limited to analyses, visualisations, insights and dashboards) is used in accordance with AHEAD's objectives as set out in Clause 1.2.

(b) the creation of additional Content (including but not limited to analyses, visualisations, insights and dashboards) are accurately computed from the correct source data.

(c) Dashboards are published in adherence with Clause 5.

4.6 NAC grants Data Owners the right to use the Service to upload data files in the agreed-upon data format, subject to Clause 5.

## 5. SUBMISSION OF CONTENT

5.1 With the exception of unpublished Dashboards and Analyses, if you submit any Content (including datasets) to the Service, you irrevocably and unconditionally grant to NAC a non-exclusive license to use the Content in according with AHEAD's objectives as set out in Clause 1.2, including to sub-licence such Content for Users.

5.2 NAC reserves the right without prior notice or liability to edit and/or remove any Content you have submitted in whole or in part, to restrict the access of other Users of the Service to such Content, or to require you to make changes to such Content in NAC's sole and absolute discretion at any time and without liability to any party and without assigning any reason.

5.3 By submitting any Content to the Service, you represent and warrant that:

- (a) Datasets uploaded and subsequently transformed tables are classified Restricted/Sensitive-Normal<sup>1</sup> or lower.
- (b) The uploaded Content has received the necessary clearance from the Data Owner's Head of Department.
- (c) To the best of your knowledge and belief, the Content is not defamatory, libelous or slanderous, inflammatory or threatening, obscene, indecent,

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<sup>1</sup> In accordance to [IM data classification guidelines](#)

pornographic or profane, fraudulent, misleading or intentionally erroneous, or in violation of any applicable law, third party rights or industry codes.

- (d) The Content has not been obtained in any unlawful manner, whether civil or criminal.
- (e) The Content is not spam and/or unsolicited mail.
- (f) The Content does not contain any mechanism or feature designed to prevent its use, copying or enjoyment in the manner contemplated in these Terms of Use.
- (g) You acknowledge and accept that there are inherent risks associated with data sharing and the supply of Content to the Service. While NAC strives to maintain the integrity and appropriate use of the Content, please note that
  - Content may be taken out of context (e.g, used in connection with sensitive topics or in ways that could be perceived as controversial); and
  - Users may use the Content in manners beyond NAC's direct control.NAC's responsibility and liability are limited to the extent specified by applicable laws and the terms and conditions set forth in these Terms of Use.

5.4 You shall **not**, do or permit any other party to do any of the following in respect of the Content or the Service:

- (a) Modify, host, stream, sublicense or resell any of the Service or Content.
- (b) Use any data mining, robots or data gathering, data monitoring or data extraction methods or otherwise take any action that imposes a disproportionately large or unreasonable load on the Service's resources.
- (c) Reverse engineer any part of the Service or Content.
- (d) Manipulate or otherwise display the Service or any Content by using framing or similar navigational technology.
- (e) Attempt to disable, impair, or destroy the Service or Content or submit, upload or transmit any Content which contains any virus or other malicious, destructive or corrupting code, programme or macro.
- (f) Circumvent, disable or otherwise interfere with any access or use restrictions or security features of the Service or any resources, services or networks connected to or accessible through the Service.

- (g) Impersonate any party or otherwise misrepresent your affiliation with or authorisation by any party.
- (h) Access or attempt to access the Service or Content by any means other than the interfaces or software tools provided or authorised by NAC or the AHEAD team.
- (i) Violate or attempt to violate any applicable law, third party rights (including, without limitation, intellectual property rights, moral rights and right to privacy) or industry codes.
- (j) Attempt to access any Content, data sources or parts of the Service that you have not been granted access to.
- (k) Take any steps, or permit others to take any steps, on the Service to seek to re-identify any individuals which are the subject of any Content, or take any steps or permit others to take any steps to identify the source of such Content.
- (l) Use the Service or the Content in any manner that is defamatory, untruthful, unlawful or for purposes which would bring NAC, or the Government of Singapore into disrepute.

## 6. USER ACCOUNT

- 6.1 All Users shall access the Service with their Singapore Government WOG account.
- 6.2 NAC reserves the right, without prior notice and without liability to any party, to reject your application for a User Account without having to provide you with any reason for such rejection, and/or to limit, suspend, deactivate or terminate your User Account or any of your rights as a User Account holder if you are in breach of these Terms of Use or otherwise in NAC's sole and absolute discretion at any time and without assigning any reason.

## 7. INDEMNITY

- 7.1 You agree to indemnify, defend and hold harmless NAC and its licensees from and against any and all loss, damage, costs, expenses, liabilities and claims arising out

of or in connection with the Content, your use of the Service or any Content, the Content which you submit, your violation of these Terms of Use, or your breach of any warranty under these Terms of Use or any claim by a third party that any of the Content submitted by you or intellectual property used or introduced by you infringes any copyright, trademarks, intellectual property or other rights of a third party.

## 8. NAC'S RIGHT

8.1 NAC reserves the right to suspend or cease operation of Service in whole or in part, to modify, withdraw or discontinue any functionality of the Service or any Content, to adjust the scope of the Service or Content available to you, and to deny or restrict or revoke access to Service or any Content, or any part thereof, to any particular person or persons, or to block access from a particular Internet address to the Service at any time, at its sole and absolute discretion without prior notice and without liability to any party, without assigning any reason.

## 9. NAC's PERSONAL DATA PROTECTION POLICY

9.1 NAC's personal data protection policy shall apply to the Service. By using and accessing the Service, you hereby agree to be bound by NAC's personal data protection policy, stated via the following URL, <https://www.nac.gov.sg/privacy-statement>

## 10. GOVERNING LAW

10.1 The Terms of Use shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. You hereby agree to submit to the exclusive jurisdiction of the Singapore courts.

## 11. DISCLAIMER

11.1 NAC provides the Service and the Content on an “as is, where is” and “as available” basis without warranty of any kind whatsoever, including without limitation any warranties of accuracy, reliability, timeliness of the Service and the Content.

11.2 NAC shall have no liability or responsibility to review, screen or monitor the Content submitted to the Service.

11.3 NAC takes no responsibility and assumes no liability for any consequences of your use or submission of Content.