

Membership Terms and Conditions

These terms and conditions apply to Members (Makers and Partners) and Membership applicants of i'mable Collective.

In these terms and conditions, SG Enable Ltd and the Members and Membership applicants of i'mable Collective will be collectively referred to as the "Parties", and each a "Party".

Recitals

1. SG Enable is formalising a network of organisations and individuals, i'mable Collective, consisting of Members made up of Makers (including social service agencies, social enterprises, or individuals who are serving and/ or are persons with disabilities) and Partners (including organisations, enterprises), that have agreed to work together and contribute knowledge, effort and resources to create a viable market for products and/ or services created and/ or designed and/ or rendered by persons with disabilities (hereinafter referred to as the "Collaboration").
2. The Parties are desirous to continue with the Collaboration through this Membership, and are subject to the terms and conditions set out hereinunder.

The Parties have reached the following understanding:

1. Membership is open to both Makers and Partners, defined as:
 - a. Maker
Open to independent creatives with disabilities who possess skills and interest in the design and creative space, or social service agencies, social enterprises, or charity organisations who work with persons with disabilities and have programmes in art and design.
 - b. Partner
Open to enterprises (organisations, businesses, or brands) which possess expertise and skills that can enhance the capability and employability of persons with disabilities, and can support the provision of shared services for i'mable Collective's Members.
2. Purpose and Scope of Collaboration between SG Enable and Member (Maker)
 - a. Joining as a Member (Maker) with i'mable Collective is to formalise the collaboration between SG Enable and the Member (Maker) in i'mable Collective set up by SG Enable. The collaboration aims to enable Members (Maker) to, inter alia, enhance their capacity and capability, provide collaboration and partnership opportunities, such that they have access to more opportunities for meaningful occupation. The Parties have agreed to work together and contribute knowledge, effort, and resources to create a viable market for products and/ or services created and/ or designed and/ or rendered by persons with disabilities.
 - b. SG Enable aims to provide opportunities to, and support Members (Maker) in the following ways:
 - i. Product Development
 - ii. Marketing and Sales
 - iii. Business Opportunities and Showcase Platforms

- iv. Employment and training of persons with disabilities (e.g. grants, subsidies, and accreditation)

Through the foregoing, i'mable Collective can benefit persons with disabilities in the following ways:

- i. Enhanced employability – improved and expanded functionality/skillsets
- ii. Meaningful occupation – additional pathways and income
- iii. Mindset change – recognised by society for their skills and capabilities

These provisions shall be accorded at no fee or commission to the Member.

- c. The Member (Maker) shall:
 - i. Adopt a collaborative approach with i'mable Collective and other Members.
 - ii. Work towards enhancing the capability and employability of other Members, and persons with disabilities.
 - iii. Support i'mable Collective in its marketing, publicity, and branding effort.
 - iv. Provide i'mable Collective with a final project report, as well as event-based feedback and key statistics, where applicable.

3. Purpose and Scope of Collaboration between SG Enable and Member (Partner)

- a. Joining as a Member (Partner) with i'mable Collective is to formalise the collaboration between SG Enable and the Members (Partner) in i'mable Collective set up by SG Enable. The collaboration aims to enable Members (Partner) to inter alia, be supported in their disability inclusive journey and have access to collaboration and partnership opportunities with other Members. The Parties have agreed to work together and contribute knowledge, effort, and resources to create a viable market for products and/ or services created and/ or designed and/ or rendered by persons with disabilities.
- b. SG Enable aims to provide opportunities to, and support Members (Partner) in the following ways:
 - i. Diversity, Equity, Inclusion (DEI) Partner – training and resources in disability awareness
 - ii. Disability Inclusive Employment – dedicated support in employment and training of persons with disabilities (e.g. grants, subsidies, and accreditation)
 - iii. Meaningful Collaborations – partnerships and networking opportunities with i'mable Collective and other Members

These provisions shall be accorded at no fee or commission to the Member.

- c. The Member (Partner) shall:
 - i. Collaborate with i'mable Collective and other Members to enhance the capability and employability of other Members, and persons with disabilities.
 - ii. Support i'mable Collective and other Members with their areas of expertise, as well as in marketing, publicity and branding effort.
 - iii. Provide i'mable Collective with a final project report, as well as event-based feedback and key statistics, where applicable.

4. Membership Applications

- a. All applications for Membership are to be made by completing the application form. By submitting an application for Membership to i'mable Collective, the applicant is deemed to have read and agreed to these terms and conditions.
- b. SG Enable reserves the right at all times and in its absolute discretion to accept or reject Membership applications at its discretion.
- c. In the event of non-response from the applicant within 30 days, SG Enable reserves the right to terminate the application.

5. Membership Fees and Renewal

- a. No membership fee is applicable.
- b. Membership with i'mable Collective will be renewed automatically. Such renewal of Membership shall also constitute a declaration by the Member that its commitments have not changed.
- c. If there has been a change in the commitments of the Member, such Member shall notify i'mable Collective as soon as practicable. i'mable Collective will then determine if the Membership may continue.

6. Member Responsibilities

- a. Each Member shall be bound during the continuance of its Membership by these terms and conditions including amendments made subsequently by SG Enable.
- b. If a Member puts SG Enable or i'mable Collective into disrepute or breaches these terms and conditions, SG Enable may suspend or terminate its Membership.

7. Membership Benefits

- a. Members may enjoy the applicable Membership benefits listed in Clauses 2 and 3. Such Membership benefits may be updated or modified by SG Enable and i'mable Collective from time to time. In addition, i'mable Collective Members may use the i'mable Collective Logo on their digital platforms and marketing materials, and will be listed with i'mable Collective as a Member. Each Member shall ensure that its use of the i'mable Collective Logo is in accordance with guidelines which SG Enable and i'mable Collective may issue from time to time.
- b. The listing of a Member with i'mable Collective and/or the usage of the i'mable Collective Logo by a Member does not imply any sponsorship, endorsement, affiliation, partnership, joint venture or any sort of operational integration or association between SG Enable and/or i'mable Collective and the Member.
- c. Each Member acknowledges and agrees that SG Enable shall not be held responsible for any information and/or content which it makes available with the i'mable Collective Logo or to i'mable Collective for inclusion on the i'mable Collective webpage.
- d. SG Enable shall not be liable for any loss or damages whatsoever arising from a Member's inability to utilise of any Membership benefits.

8. Members Conduct

- a. All members are expected to uphold the highest standards of practice in conducting their affairs with their funders, beneficiaries, charities and social

enterprises they work with, governmental authorities, other stakeholders in their organisation and in the community at large.

- b. All Members shall conduct their activities with transparency, responsiveness, honesty and fairness.
- c. All Members shall, amongst other things:
 - i. Comply with all applicable legal requirements in Singapore;
 - ii. Practice and promote ethical behaviour;
 - iii. Not use SG Enable's corporate logo unless permitted by SG Enable;
 - iv. Not misrepresent its relationship with i'mable Collective and SG Enable
 - v. Not disclose any confidential or private information; and/or
 - vi. Not malign, defame or unfairly criticize another Member.

9. Representatives

- a. Each Party shall appoint representatives to help coordinate, oversee and implement the Collaboration and oversee the implementation of the activities organised as part of the Collaboration.

10. Costs and Expenses

- a. Unless otherwise agreed in writing, all costs, expenses or liabilities of either Party arising out of the undertaking of this Membership or its implementation shall be borne by each Party respectively. Neither Party shall be liable or obliged to the other Party for any such cost, expense, or liability.

11. Intellectual Property

- a. The Membership does not grant or confer on a Party any intellectual property rights of whatever nature of another Party. For the avoidance of doubt, no Party shall use the trademark, service mark, trade name, corporate mark or logo or copyright of another Party without the written consent of the Party.
- b. Each Party shall not use, or authorize any third party to use, the other Party's trademark(s) (whether registered or unregistered) for any purpose without such Party's prior vetting and written approval. Each Party agrees to follow the other Party's instructions regarding the proper usage of the Party's trademark(s) (whether registered or unregistered), including without limitation relating to the display of any trademark, service mark, copyright symbols or notices.
- c. The Parties agree that their ownership of any intellectual property rights created in the course of the Collaboration shall be set forth in a separate agreement to be agreed between the Parties.

12. Confidential Information

- a. Notwithstanding the expiry or termination of this Membership, each Party shall not at any time disclose or distribute to any third party any documents, information and data (including, but not limited to, personal data) (the "Information"), received from the other Parties pursuant to the Membership or under any activity of Collaboration as may be initiated or implemented thereunder, except as authorized in writing to do so by the disclosing Party.
- b. Each Party shall only use the other Parties' Information for the purposes which the Information was provided.

13. Personal Data Protection

- a. By submitting personal data to SG Enable, the Member or Membership applicant (as the case may be):
 - i. Consents to SG Enable's collection, use, processing, and disclosure of such personal data in accordance with SG Enable's Privacy Policy and these terms and conditions.
 - ii. Warrants, in the case of personal data belonging to any individual other than the Member or Membership applicant, that it has obtained the individual's prior consent to such collection, use, processing and disclosure of the individual's personal data by SG Enable in accordance with SG Enable's Privacy Policy and these terms and conditions.
- b. In addition to the purposes set out in SG Enable's Privacy Policy, SG Enable may collect, use, and disclose the information (including any personal data) provided under these terms and conditions to:
 - i. Assess and process the application for Membership;
 - ii. Administer the Membership with i'mable Collective
 - iii. Provide benefits, support, services, and information offered under the Membership and/or requested by a Member;
 - iv. Manage and facilitate the business and administrative operations of i'mable Collective and complying with internal policies and procedures; and/or
 - v. Comply with applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities.
- c. Each Member shall inform SG Enable of any changes to its information, as well as of any new circumstances which might be relevant to the Member's relationship with SG Enable as soon as practicable.
- d. Each Member shall notify SG Enable if such Member is providing SG Enable with information (such as personal or customer information) which must be handled in accordance with specific regulatory requirements.
- e. i'mable Collective Members may access, change, add, or delete any information on themselves held by i'mable Collective by contacting i'mable Collective at imablecollective@sgenable.sg.

14. Termination

- a. Any Party may at any time terminate this Membership by giving one (1) month's written notice to the other Parties.
- b. The termination of this Membership will not affect the validity or implementation of any activity of Collaboration under this Membership which:
 - i. has started; or
 - ii. is in progress at the time of the notification of termination, and the Parties will agree on the necessary measures required for orderly conclusion of any activity of Collaboration.
- c. SG Enable may suspend or terminate a Membership for any of the following reasons:
 - i. If the Member's business does not align with i'mable Collective Membership objectives;
 - ii. If the Member fails to conduct itself according to the standards set out;

- iii. If the Member was engaged and/or is engaging in any illegal or undesirable activity;
 - iv. If the Member is in material breach of these terms and conditions; and
 - v. If the Member has acted and/or is acting in a manner prejudicial to the interest of SG Enable.
- d. Notwithstanding the foregoing, SG Enable may suspend or terminate a Membership at any time without having to give any reasons or notice.
- e. An individual or organisation who no longer have a valid Membership will cease to enjoy Membership benefits. The individual or organisation will be delisted as a Member of i'mable Collective and shall immediately discontinue the use of the i'mable Collective logo. SG Enable shall not be liable for any loss or damages whatsoever arising from the expiry, suspension or termination of any Membership.

15. Disclaimer

- a. SG Enable makes no representation or warranty as to the Shared Services. The Shared Services provided are of a general nature based on the facts and/or information furnished by the Member, and are not intended to replace, substitute or supplement professional advice or services that may be needed in each case. Each Member acknowledges that if necessary, the Member shall consult with suitably qualified professionals and independent advisors for professional advice. The Member accordingly agrees that any use of and reliance on the Shared Services is at its own risk, and agrees not to hold SG Enable, or any of its directors, officers, managers, employees or personnel liable or responsible in any way whatsoever for or in connection with the Shared Services, and waives any and all claims against each of them in relation to such Shared Services.
- b. Where SG Enable is asked to recommend to a Member the services of an adviser or service provider, it will do so in good faith, but without liability and without warranty as to the ability or standing of that advisor or service provider, or for monitoring or reviewing their work.

16. Dispute Resolution

- a. Any disputes arising from the interpretation, implementation or application of this Membership shall be resolved amicably through mutual consultation between the Parties' senior management without reference to any third party or forum.