

ISCA AUDIT MANUAL FOR STANDALONE ENTITIES

TERMS OF USE

Please read the following Terms and Conditions carefully (including our [Privacy Policy \(isca.org.sg/privacy-and-data-protection-policy\)](#) (collectively “**Terms of Use**”) before accessing, downloading or using this Audit Manual, so that you are aware of your legal rights and obligations with respect to the **Institute of Singapore Chartered Accountants (“ISCA”)**.

By accessing, downloading or using this Audit Manual, you hereby agree to be legally bound by these Terms of Use. If you do not accept these Terms of Use, please do not access, download, or use the Audit Manual, or immediately delete and refrain from further access or use of the Audit Manual.

1. Agreement

1.1 You hereby represent and warrant that:

- (i) you have read and agree to these Terms of Use and our [privacy policy \(isca.org.sg/privacy-and-data-protection-policy\)](#);
- (ii) you are a member of ISCA;
- (iii) you are at least 18 years old and have the necessary legal capacity, right, power and authority to agree to these Terms of Use and you are accessing, downloading and/or using this Audit Manual and contracting in your own personal capacity;
- (iv) you are authorised to bind the entity (yourself or your firms) on whose behalf you are accessing, downloading and/or using this Audit Manual and such entity agrees to be bound by these Terms of Use; and
- (v) all of the information provided by you to ISCA (including without limitation personal particulars and contact information) is accurate and complete.

1.2 ISCA may from time to time vary or amend these Terms of Use by posting the amended Terms of Use at www.isca.org.sg. Any access to, download or use of the Audit Manual after the amendment of these Terms of Use will be deemed to be acceptance of the amended Terms of Use by you. If you do not agree to the amended Terms of Use, you have the right to cease using the Audit Manual.

2. Definitions

2.1 “**Agreement**” means the agreement formed by these Terms of Use.

2.2 “**Audit Manual**” means the audit manual for the auditing profession entitled “ISCA Audit Manual for Standalone Entities” or such other title as ISCA may designate, in any form whether electronic or otherwise.

2.3 “**Content**” means articles, content, information, data, text, graphics, images, audio-visual material, news, advertisements, and other content.

- 2.4 “**Device**” means the personal digital assistant, mobile phone, tablet, personal computer, notebook computer, or other electronic device used to access, download or use the Audit Manual.
- 2.5 “**ISCA Content**” means all Content of ISCA that is made available as part of or via the Audit Manual.
- 2.6 “**Servers**” means the computer software, systems and servers hosting, operating, managing, providing or contributing to the Audit Manual.
- 2.7 “**Third Party Content**” means all Content of third parties that is made available as part of or via the Audit Manual, and shall include all Content in the Audit Manual which is licensed from third parties, all advertising and promotional Content, third party websites and links to third party websites.
- 2.8 “**Third Party Products**” means all products and services of third parties referred to or advertised in the Audit Manual and websites linked from the Audit Manual.
- 2.9 “**Virus**” means any virus, worm, macro, adware, Trojan horse, time bombs, error or other damaging or harmful program or components.

3. **Audit Manual**

- 3.1 The Audit Manual is owned and maintained by ISCA.
- 3.2 ISCA offers the Audit Manual as guidance to auditing professionals and to assist them in the performance of their professional duties. The Content of this Audit Manual is of a general nature and for guidance only. It shall be read in conjunction with the Singapore Companies Act (Cap. 50), the applicable Singapore Standards on Auditing (“**SSAs**”) and the applicable Singapore Financial Reporting Standards (“**FRS**”) and any other regulatory requirements that are deemed appropriate. It does not purport to contain, and should not be relied upon as containing, professional or expert advice. In the performance of your professional duties, it remains incumbent on you to exercise your own professional judgment or seek independent professional advice and verification if necessary.
- 3.3 Access to, download and use of the Audit Manual may in ISCA’s discretion be provided by ISCA free of charge to its members, or at charges to be published by ISCA from time to time.

4. **Data Protection**

- 4.1 If you provide any personal data to us during the registration or download process or otherwise, you consent to our collection, use, processing and disclosure of your personal data in accordance with our Privacy Policy at at <http://isca.org.sg/privacy-and-data-protection-policy/>.

5. **User’s Obligations**

- 5.1 The Audit Manual is for your personal use only. You shall not reproduce, modify, alter, adapt, translate, reverse compile, publish, communicate, display, transmit, distribute, sell, trade or exploit for any commercial or other purposes, any portion of, or any access to the Audit Manual.

5.2 Without limiting the generality of **Clause 5.1**, you shall not upload, incorporate or transfer the contents of this Audit Manual, or any portion thereof, onto, or facilitate any access via, any form(s) of electronic media, including but not limited to audit software, tools or any other applications, whether such media is developed or authored by you or a third party.

5.3 You also hereby undertake:

- (i) to comply with these Terms of Use, and such other notices or guidelines that may be posted by ISCA to www.isca.org.sg from time to time (which are hereby incorporated by reference into these Terms of Use);
- (ii) not to use the Audit Manual or any of its Content for any unlawful purpose, and to comply with all applicable laws and regulations, including without limitation, copyright law;
- (iii) not to hack into, interfere with, tamper with or disrupt any security or security features of the Audit Manual; and
- (iv) not to use the account of another member at any time, whether with or without his/her permission.

5.4 Any infringing, fraudulent, abusive, or otherwise illegal activity shall be grounds for termination of your access to and use of the Audit Manual, at ISCA's sole discretion, and you may be reported to appropriate law-enforcement agencies.

5.5 Without prejudice to ISCA's rights of termination under **Clause 9**, ISCA reserves the right to terminate your access to and use of the Audit Manual if you are in breach of any of these Terms of Use or if ISCA believes that you have been using the Audit Manual for unlawful activity.

6. Intellectual Property

6.1 The copyright and all intellectual property rights in the Audit Manual, and all ISCA Content, including without limitation the copyright in ISCA's compilations of all ISCA Content and Third Party Content, shall vest in and remain with ISCA and its licensors. ISCA's provision to you of access to and use of the Audit Manual shall in no way constitute the grant of a licence under or transfer of ownership of the intellectual property therein.

6.2 The trademarks, logos and service marks ("**Marks**") displayed on this Audit Manual are the property of ISCA or other third parties, and all rights to the Marks are expressly reserved by ISCA and relevant third parties. You are not permitted to use the Marks without the prior written consent of ISCA or such third party. Without limiting the generality of the above,

- (i) "ISCA" and "ISCA logo" are trademarks of ISCA;
- (ii) All products and product logos are trade marks of ISCA and other owners, as applicable.

7. Additional Licences

- 7.1** The Audit Manual and all its Content are the copyrighted work of ISCA or its content providers, and ISCA reserves and retains all rights in the Audit Manual and ISCA Content. Use of some Content in the Audit Manual may be governed by the terms of an accompanying end user license agreement. You will not be able to download or install any such Content that is accompanied by or includes an end user license agreement unless you agree to the terms of such end user license agreement. If you do not agree to such terms, you will not be able to use such Content.
- 7.2** The Audit Manual may contain or be accompanied by third-party materials that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in these Terms of Use. You agree to comply with all such terms which may be supplied to you by the providers of such third party materials.

8. Disclaimers & Limitations

- 8.1** While we make every effort to ensure that all Content in the Audit Manual is accurate and complete, we provide the Audit Manual and its Content for informative purposes only and on an “as is”, “as available” basis only and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, ISCA disclaims all warranties, express or implied, including, but not limited to, implied warranties of title, satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. Without limiting the foregoing:
- (i) ISCA does not warrant that access to, download or use of the Audit Manual or its Content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Audit Manual and its Content or the Servers are free of Viruses, or that the access to, download or use of the Audit Manual or any Content in or with any Device will not affect the functionality or performance of the Device. You (and not ISCA) assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in any Device. You agree not to hold ISCA liable for any loss, damage or expense.
 - (ii) ISCA does not warrant or make any representations regarding the use or the results of the use of the Audit Manual or any Content in terms of their correctness, accuracy, completeness, reliability, compliance with professional standards, or otherwise. The Content made available in the Audit Manual is of a general nature and does not purport to contain, and should not be relied upon as containing, professional or expert advice. You should at all times consult a qualified expert or professional adviser to obtain advice and independent verification of the Content contained in the Audit Manual before making any decision.
- 8.2** You agree that all Third Party Content and Third Party Products, and all statements, offers, information, opinions, materials, from advertisers and other third parties that may be referred or linked to or from this Audit Manual should be used, accepted and relied upon only with care and discretion and at your own risk, and ISCA shall not be responsible for any loss, damage, expense or liability incurred by you arising from such

use or reliance. ISCA hereby expressly disclaims all liabilities and responsibilities arising in relation to any Third Party Content.

8.3 You acknowledge and agree that ISCA does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over Third Party Products, and ISCA hereby expressly disclaims all liabilities and responsibilities arising in relation to any Third Party Products.

8.4 You agree that:

(i) ISCA shall be entitled at any time, at its sole discretion and without prior notice, to add to, vary, update, terminate, withdraw or suspend access to, download and use of the whole or any part or Content of the Audit Manual without assigning any reason; and

(ii) access to or the download or use of the Audit Manual and/or Servers may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors,

and in any such event, ISCA shall not be liable for any loss, liability or damage which may be incurred as a result.

8.5 In no event shall ISCA be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the Audit Manual, ISCA Content, Third Party Content, Third Party Products, any Devices, or any other website. In the event that ISCA is liable for damages despite the foregoing provision, you agree that ISCA's aggregate liability to you for any and all causes of action in relation to the Audit Manual and its Content, and the Agreement, shall not exceed One Thousand Singapore Dollars (S\$1,000).

8.6 Under no circumstances, including but not limited to negligence, shall ISCA be liable for any indirect, special, consequential, or incidental damages that result from the access to, download or use of, or the inability to access, download or use, the Audit Manual, its Content, or any other website, even if ISCA or an ISCA-authorized representative has been advised of the possibility of such damages.

8.7 You agree that the above exclusions and limitations of liability enable the Audit Manual and its Content to be provided by ISCA at either reasonable costs or no costs to you.

9. Termination

9.1 You agree that ISCA has the right in its sole discretion and without notice to restrict, suspend, or terminate your access to and use of all or any part of the Audit Manual, without assigning any reason.

10. Jurisdictional Issues

10.1 This Audit Manual is owned by ISCA and its licensors and provided by ISCA for use only in Singapore. ISCA makes no representation that the Audit Manual or its Content are appropriate or available for use in your location. You shall not use this Audit Manual or any Content outside Singapore without the prior written approval of ISCA, and even

where such approval is granted, such use shall be at your own risk and initiative and you are responsible for compliance with local laws, if and to the extent local laws are applicable.

11. Indemnity

11.1 You agree to indemnify and hold ISCA, and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

- (i) your access to, download and use of the Audit Manual;
- (ii) your breach of any terms and conditions of these Terms of Use; and
- (iii) your violation of any rights of another person or entity.

12. Severability

12.1 If any provision of these Terms of Use is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Terms of Use shall continue in force save that such provision shall be deemed to be deleted.

13. Relationship of Parties

13.1 Nothing in these Terms of Use shall constitute or be deemed to constitute an agency, partnership or joint venture between ISCA and you and neither party shall have any authority to bind the other in any way.

14. Waiver

14.1 A failure by ISCA to exercise or enforce any rights conferred upon it by these Terms of Use shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

15. Rights of Third Parties

15.1 A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

16. Force Majeure

16.1 No party shall not be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.

16.2 For purposes of this Agreement, a “**Force Majeure Event**” is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party’s country or in the territory, and which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

17. Governing Law & Jurisdiction

17.1 These Terms of Use and all matters relating to your access to, download or use of, the Audit Manual shall be governed by and construed in accordance with the laws of Singapore, without giving effect to any principles of conflicts of law.

17.2 You hereby submit to the jurisdiction of the Singapore courts.