



Terms and Conditions of Use for CPF, MOM, GovTech & IRAS Digital Services

Clause	ACCEPTANCE OF TERMS AND CONDITIONS OF USE
1	GENERAL
1.1	Thank you for using the Digital Services offered by CPF, MOM, GovTech and IRAS. These Terms of Use govern your access to and use of the Services.
1.2	By accessing and/or using any part of the Services, you shall be deemed to have accepted to be legally bound by and to comply with these Terms of Use and any amendments made from time to time. If you do not agree to these Terms of Use, please do not use the Services. Any non-compliance with these Terms of Use whether intentionally or otherwise, may result in action being taken against you, including but not limited to a claim for compensation and civil and/or criminal liability.
1.3	Any reference to “ Relevant Agency ” in these Terms of Use shall be a reference to CPF, MOM, GovTech or IRAS, or any combination, as the case may be.
1.4	Any reference to “ you ” in these Terms of Use shall be a reference to an Entity, and the Authorised Representatives of the Entity, accessing and using the Services.
1.5	The accessibility and operation of the Services rely on technologies outside the control of the Relevant Agency. Hence, the Relevant Agency does not guarantee the continuous accessibility or the uninterrupted operation of the Services.

2	DEFINITIONS AND INTERPRETATION
	In these Terms of Use:
2.1	“ API Services ” means the Application Programming Interface (“ API ”) services provided by CPF, MOM, GovTech and IRAS on the Website. The use of the API Services is governed by the Additional API Terms of Use found in the Terms and Conditions of Use on the Website.
2.2	“ Authorised Representatives ” means the employees, agents, officers or directors of an Entity, or such other third-party service providers or persons engaged or authorised by an Entity or legally appointed to represent the Entity to access and/or use the Services on its behalf.
2.3	“ Content ” means any and all data, information, images, documents, files, text, digital content and/or media that may be uploaded, created, produced, generated, stored and/or transmitted through the use of the Services.
2.4	“ CPF ” means the Central Provident Fund Board.
2.5	“ Device ” means a computer, laptop, mobile phone, smartphone, tablet, phablet, gaming console or other device from which the Services can be accessed and used.



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2.6	“Entity” means an individual, a company, partnership, association or other entity, organisation or body corporate.
2.7	“GovTech” means the Government Technology Agency.
2.8	“Intellectual Property” includes, but is not limited to, rights in relation to inventions (including patent rights and unpatented technologies), copyright, trademarks (including service marks), whether registered or unregistered (including any applications thereof), registered design and integrated circuit topography, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
2.9	“IRAS” means the Inland Revenue Authority of Singapore.
2.10	“MOM” means the Government of the Republic of Singapore as represented by the Ministry of Manpower.
2.11	“Public Agencies” shall mean the Government of Singapore (including its ministries, departments or Organs of State) and Statutory Boards.
2.12	“Services” refer to the digital services provided by the Relevant Agency, which include but are not limited to, the use of the Relevant Agency’s API Services; and any Content made available and accessible through the digital services provided by the Relevant Agency.
2.13	“Statutory Board” means a body corporate established by a public Act for the purposes of a public function.
2.14	“Third Party” means a third party, such as but not limited to other Public Agencies.
2.15	“Website” refers to the GovTech’s APEX Marketplace (https://public.api.gov.sg) for which CPF, MOM and IRAS will publish and manage their API Services as well as host information on how to use and test the API Services.



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3	PROPRIETARY RIGHTS
3.1	The Content made available and accessible through the Services provided by the Relevant Agency is protected by copyright, trademark and other forms of proprietary rights. All rights, title and interest in the Content are owned by, licensed to or controlled by the Relevant Agency.
3.2	All Intellectual Property rights subsisting in or used in connection with the Services are the property of the Relevant Agency.
3.3	You cannot enforce any Intellectual Property rights belonging to the Relevant Agency in respect of the Services except with the prior written approval of the Relevant Agency.

4	PRIVACY POLICY
4.1	In the course of your use of the Services, the Relevant Agency may be required to collect, use, disclose and/or process personal data belonging to you or your Authorised Representatives, or that is related to a Third Party individual and that is provided by you or your Authorised Representatives. In this regard, the Relevant Agency will collect, use, disclose and/or process such personal data in accordance with the privacy policy which can be found on the Website.
4.2	You agree that the Relevant Agency may monitor your use of the Services to improve the service, track usage, to ensure compliance with these Terms of Use, or for security purposes.

5	RESERVATION OF RIGHTS
5.1	The Relevant Agency reserves the right to change these Terms of Use at its sole discretion and at any time, by posting the revised or modified Terms of Use on or through the Services, or through such other means as the Relevant Agency may deem appropriate. Your continued access or use of the Services following the posting of any changes or modifications will constitute your acceptance of such changes, modifications, or supplements of such revised or modified Terms of Use.
5.2	The Relevant Agency reserves the right to:
5.2.1	Update, enhance, upgrade, reduce, or otherwise modify or vary the Services, or any part thereof, at any time, for any reason, with or without notice to you. You acknowledge and agree that these Terms of Use will apply to all such modifications, upgrades, enhancements, reductions and/or variations to the Services;
5.2.2	Suspend access to or use of the Services, or any part thereof, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
5.2.3	Deny or restrict access to or use of the Services, or any part thereof, to you without ascribing any reasons and without liability to you whatsoever; and/or



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5.2.4	Discontinue or terminate the Services at any time without notice or liability to you whatsoever, whereupon all rights granted to you hereunder shall also terminate forthwith.
5.3	Without limiting the generality of the foregoing, in the event that your access or use of the Services is in breach of these Terms of Use or any applicable law, the Relevant Agency has the right to immediately terminate or suspend your access or use of the Services without notice and to take all such action as the Relevant Agency considers appropriate, desirable or necessary.
5.4	The Relevant Agency retains absolute discretion in determining whether or not to provide maintenance and support services for the Services, and if so, the type and nature of such maintenance and support services.
5.5	You acknowledge and agree that the Relevant Agency may, at its sole and absolute discretion, and without stating any reasons whatsoever, take such verification measures which may include, without limitation, measures that require you or your Authorised Representative(s) to prove the identity of your Authorised Representative(s).
5.6	For the avoidance of doubt, the Relevant Agency shall not be under any obligation to take such verification measures set out in Clause 5.5 above. The Relevant Agency shall not be responsible or liable for any loss, liability or expense suffered or incurred by you arising, directly or indirectly, from any verification measure taken by the Relevant Agency in accordance with Clause 5.5.
5.7	In the event that the Relevant Agency or any relevant Public Agencies receive conflicting instructions or communications from two or more Authorised Representatives, the Relevant Agency or the relevant Public Agencies reserve the right to:
5.7.1	Decline from acting on either set of instructions or communications; or
5.7.2	Act in accordance with the latest instructions received by the Relevant Agency or the relevant Public Agencies, as the case may be.

6	USER'S RESPONSIBILITY
6.1	You must not use these Services or your Corppass/ Singpass for any unlawful purpose.
6.2	You are fully responsible for the security of your Corppass/ Singpass and password and all transactions and/or enquiries made through these Services with your Corppass/ Singpass (whether or not such transactions and/or enquiries are made with your knowledge or consent).
6.3	You must immediately report to the Relevant Agency if you know or suspect that your Corppass/ Singpass has been used by someone else without your permission or your Corppass/ Singpass password has been compromised.



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7	THIRD PARTY TERMS
7.1	These Services may require, enable or facilitate access to or use of websites or services of a Third Party. In such an event, there will be terms of use imposed by the relevant Third Party (" Third Party Terms ") that will bind either the Relevant Agency or you or both. Examples of Third Party Terms may be terms that apply to the services provided by other Public Agencies (e.g. Singpass and Corppass Digital Services Terms of Use) or terms of the third party software platform from which you access the Services (e.g. Terms of Use or End-User License Agreement of a payroll/ HR software).
7.2	Information on the Third Party Terms may be embedded in the Services, Third Party software platform, or otherwise listed in the Schedule herein.
7.3	It is your responsibility to check and read the most up-to-date versions of these Third Party Terms and you are deemed to have notice of the same. In particular, you are deemed to have notice of any terms that the Relevant Agency (under the Third Party Terms) is required to notify you of, and you unconditionally agree to be bound by all the obligations in the Third Party Terms.
7.4	If the Third Party Terms require you to enter into an agreement directly with the Third Party, then you unconditionally agree to enter into such agreement, and in any event, to be legally bound by the Third Party Terms. Subject to Clause 7.5 below, these Third Party Terms shall not limit any specific provisions set out in the individual terms and conditions of particular tools and services offered on or through or with the Services.
7.5	If the Third Party Terms require the Relevant Agency to incorporate certain terms in these Terms of Use (inclusive of terms which impose any minimum or maximum standards herein, and/or terms described in Clause 7.6 below), such terms are deemed to have been so incorporated in these Terms of Use (the " Incorporated Terms "). Examples of Incorporated Terms include provisions which require the Relevant Agency to give you notice of certain rights and liabilities or require the Relevant Agency to ensure that you acknowledge certain matters. For the avoidance of doubt, in the event of any inconsistency between any of the Incorporated Terms and any provision of these Terms of Use, these Terms of Use shall prevail to the extent of the inconsistency.
7.6	Some Third Party Terms grant the Third Party, or require the Relevant Agency to grant the Third Party, direct rights of enforcement of these Terms of Use as a Third Party beneficiary, against you. Such Third Party Terms are deemed to have been incorporated into these Terms of Use as Incorporated Terms, and you hereby agree to grant such Third Party, such direct rights of enforcement against you.
7.7	You agree to indemnify and keep the Relevant Agency and the relevant Public Agencies harmless against all claims, actions, liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with your access or use of the aforesaid Third Party websites, software or services or your non-compliance with the Third Party Terms or Incorporated Terms which causes the Relevant Agency or the relevant Public Agencies to breach any of the Third Party Terms.



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7.8	You shall not hold the Relevant Agency or the relevant Public Agencies liable for any damage or loss of any kind caused as a result (direct or indirect) of the use of the aforesaid Third Party websites, software or services, including but not limited to any damage or loss suffered as a result of reliance on the content contained in or available from such Third Party websites, software or services.
7.9	For the avoidance of doubt, nothing in the Services shall be considered an endorsement, representation or warranty of or by the Relevant Agency with respect to any Third Party or any Third Party's content, products, services or otherwise. The Relevant Agency makes no representations or guarantees regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such Third Party content, products, services or otherwise and any use or reliance on the same by you is solely at your own risk.

8	USER CONTENT
8.1	You acknowledge and agree that you shall continue to retain full ownership and control over your Content (which you may be required to upload, share, submit or transmit in the course of your access or use of the Services) and that the Relevant Agency, as the case may be, does not claim any ownership over any of the same. You hereby grant CPF, MOM, GovTech, IRAS and all Public Agencies, and any relevant Third Party a non-exclusive, worldwide and royalty-free licence and right to handle and deal with your Content for the purposes of providing you with the Services, and any purposes directly incidental or related to the same. This includes, without limitation:
8.1.1	Sharing or transferring your Content to Third Party service providers that CPF, MOM, GovTech, IRAS, and/or a relevant Third Party may engage for the purposes of providing you the Services or any part thereof;
8.1.2	Storing or making backups of your Content on databases or servers (whether within or outside Singapore) owned, operated or managed by CPF, MOM, GovTech, IRAS, a relevant Third Party and/or Third Party service providers engaged by CPF, MOM, GovTech, IRAS, or a relevant Third Party; and/or
8.1.3	Where you have indicated your agreement to do so, to share, transfer or disclose your Content with other users of the Services as designated by you.
8.2	The Relevant Agency shall have the right to remove and delete any of your Content, at any time, for any or no reason whatsoever, and without notice and further liability to you. The Relevant Agency shall not be liable to you in any way whatsoever for any of the aforesaid.
8.3	You are solely responsible and liable for your Content and you acknowledge and agree that you upload, share, submit or transmit your Content through or by using the Services at your sole risk. For the avoidance of doubt, the Relevant Agency may retain and/or store your Content at the Relevant Agency's sole and absolute discretion, and the Relevant Agency is under no obligation to, nor does the Relevant Agency guarantee that it shall, store and/or retain your Content in any manner whatsoever. You are encouraged to create and retain a back-up of your Content at all times.



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9	AUTHORISED REPRESENTATIVES' COMPLIANCE WITH TERMS OF USE
9.1	If you, as an Entity, have appointed one or more Authorised Representatives to access and/or use the Services on your behalf, you hereby warrant and undertake that:
9.1.1	All of your Authorised Representatives have been validly appointed by you, and are duly authorised to access and/or use the Services on your behalf in accordance with these Terms of Use;
9.1.2	You shall be responsible and liable for all transactions carried out through the use of the Services by any of your Authorised Representatives; and
9.1.3	You shall ensure that your Authorised Representatives:
9.1.3.1	Comply with all obligations set out in these Terms of Use; and
9.1.3.2	Perform and fulfil all of their respective roles and responsibilities in good faith and with due care, skill and diligence.
10	SECURITY
10.1	Where appropriate, the Relevant Agency will utilise the technology available to ensure that communications made through the Services are secure. However, the Relevant Agency shall not be responsible for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the Services.
10.2	You acknowledge that internet communications may be susceptible to interference or interception by third parties. Despite the Relevant Agency's best efforts, the Relevant Agency does not warrant that the Services are free of infection, whether by computer viruses or other unauthorised software.
10.3	You should take all necessary and appropriate steps to keep your information, software and equipment secure. These steps include clearing your internet browser cookies and cache before and after using any of the Services.
10.4	For more details on the essential infocomm security tips, please visit: https://www.csa.gov.sg/singcert .
10.5	You shall comply with the Personal Data Protection Act 2012 and any applicable guides or guidelines issued by the Singapore Personal Data Protection Commission on data security and personal data protection, where applicable.
10.6	You shall protect the data received from the Relevant Agency, by making and maintaining sufficient security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal of any data, in particular access, collection, use, disclosure, copying, modification or disposal of any data for any purpose other than the purposes permitted or authorised by the Relevant Agency, or similar risks.



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11	DISCLAIMERS
11.1	The Services are provided on an "as is" basis without warranties of any kind. To the fullest extent permitted by law, the Relevant Agency does not make any representations or warranties of any kind whatsoever in relation to the Services, or any part thereof, and hereby disclaim all express, implied and/or statutory warranties of any kind to you or any Third Party, whether arising from usage or custom or trade or by operation of law or otherwise, including but not limited to any representations or warranties:
11.1.1	As to the availability, accuracy, correctness, completeness, reliability, interoperability, security, timeliness, non-infringement, title, quality, fitness for any particular purpose of the Services, or any part thereof; and/or;
11.1.2	That the Services, any part thereof, or any functions or features associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the Services, and the server are and will be free of all viruses and/or other malicious, destructive or corrupting code, programme or macro.
11.2	The Relevant Agency shall also not be liable to you or any Third Party for any damage or loss of any kind whatsoever and howsoever caused, including but not limited to any direct or indirect, special or consequential damages, loss of income, revenue or profits, lost or damaged data, or damage to any Device, software or any other property belonging to you or your Authorised Representatives, whether arising directly or indirectly from:
11.2.1	The downloading, installing, access to or use of the Services, or any part thereof;
11.2.2	Any loss or unavailability of access to or use of the Services or any part thereof, howsoever caused;
11.2.3	Any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the Services;
11.2.4	Any delay or interruption in the transmission of the Services, whether caused by delay or interruption in transmission over the internet or otherwise; or
11.2.5	Any decision made or action taken by you or any Third Party in reliance upon the Services, regardless of whether the Relevant Agency has been advised of the possibility of such damage or loss.
11.3	Insofar as the Services facilitate or require the provision, use or functioning of, or are provided in conjunction with, other products, software, materials and/or services, the Relevant Agency makes no representation or warranty in relation to such other products, software, materials and/or services (including without limitation any representation or warranties as to timeliness, reliability, availability, interoperability, quality, security, fitness for purpose, non-infringement, suitability or accuracy).



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11.4	You acknowledge that your access or use of the Services, or any part thereof, as well as those of your Authorised Representatives, contain the possibility of human and machine errors, inaccuracies, omissions, delays, unavailability and losses, including the inadvertent loss of data and/or your Content which may give rise to loss or damage suffered by you or your Authorised Representatives, and you agree and undertake that you shall not hold the Relevant Agency liable in any way whatsoever for the said loss or damage. You further understand and agree that you download and/or use the Services and/or any Third Party websites, software or services made available in conjunction with or through the Services at your own discretion and risk and that you will be solely responsible for any loss or damage suffered by you (or your Authorised Representatives) and to your (or their) Device(s), or loss, damage to or corruption of data that results from the download and/or use of the Services and/or all Third Party websites, software or services.
11.5	You shall not rely on any part of the Services to claim or assert any form of legitimate expectation against the Relevant Agency whether or not arising out of or in connection with its roles and functions as a public authority.
11.6	The information provided herein is to give a better understanding of your obligations and do not constitute professional or legal advice. While every effort is made to ensure that the information herein is consistent with existing law and practice, should there be any changes, the Relevant Agency reserves the right to vary its position accordingly. You are advised to refer to the relevant legislation or to professional advice to be certain of your legal obligations.
11.7	The Relevant Agency shall not be responsible or held accountable in any way for any decision made or action taken by you or any Third Party in reliance upon the Services.

12	INDEMNITY
12.1	You hereby agree to indemnify the Relevant Agency and hold the Relevant Agency harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against or suffered or incurred by the Relevant Agency arising directly or indirectly out of:
12.1.1	Your access to or use of the Services;
12.1.2	Your breach of any of these Terms of Use; or
12.1.3	Your use of websites, software or services of a Third Party to access the Services.

13	FEES
13.1	There are currently no fees for using any part of the Services provided by CPF, MOM, GovTech and IRAS but the Relevant Agencies reserve the right to introduce fees in future. CPF, MOM, GovTech and IRAS are not responsible for any fees charged by any other internet sites which are hyperlinked and/or linked to the Services provided by CPF, MOM, GovTech and IRAS.



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14	GOVERNING LAW
14.1	These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Singapore. You irrevocably agree that the Singapore courts shall have exclusive jurisdiction in relation to any dispute arising from or relating to these Terms of Use, and for such purposes irrevocably submit to the jurisdiction of the Singapore courts.
14.2	The Relevant Agency reserves the right to commence or maintain proceedings for such a dispute in the court of any other country claiming or having jurisdiction in respect thereof and you irrevocably waive any objection you may have to such proceedings being brought in any such court.
14.3	In the event of any dispute in respect of any clause in these Terms of Use, no party shall proceed to any other form of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The parties shall be deemed to have made reasonable efforts in accordance with this clause 14.3 if they have gone through at least one mediation session at the Singapore Mediation Centre.

15	SCHEDULE
15.1	THIRD PARTY TERMS
15.1.1	NOTE: These Third Party Terms are furnished here for your convenience only. It is your responsibility to ensure that you have read, understood and agreed to the most up-to-date versions of these Third Party Terms.
15.1.2	Corppass Digital Services Terms of Use: https://www.corppass.gov.sg/corppass/common/terms
15.1.3	Singpass Digital Services Terms of Use: https://www.singpass.gov.sg/home/ui/terms-of-use