

Terms of Use

1. General

- 1.1. These Terms of Use govern your access to and use of our services, including the application (whether as software or as a website or otherwise), its contents (including APIs, if any), push notifications and all other accompanying materials as identified in the Schedule below (collectively, the "**Service**").
- 1.2. This Service is provided to you by the Government Technology Agency ("**GovTech**"). GovTech's office is located at 10 Pasir Panjang Road, #10-01, Mapletree Business City, Singapore 117438.
- 1.3. By accessing or using any part of this Service, you unconditionally agree and accept to be legally bound by these Terms of Use and any amendments thereto from time to time. GovTech reserves the right to change these Terms of Use at its sole discretion and at any time. **Please read the Terms of Use carefully each time you access or use any part of this Service as (without prejudice to any other means your agreement to the Terms of Use as amended may manifest) such access or use shall constitute your agreement to the Terms of Use and any amendments to it.** GovTech may, at its sole discretion and without prejudice to its other rights under this Clause 1.3, also amend these Terms of Use by providing you with notice effective immediately or such other time designated by GovTech, and such notice may be provided by any means GovTech deems appropriate (for example, by posting the notice through the Service, any website related to the Service, or by email).
- 1.4. **If you do not agree to these Terms of Use, please do not use this Service or any part of this Service.**
- 1.5. If you are accessing or using the Service for and on behalf of another entity (such as your employer), you warrant and represent that you have the necessary authority to bind such entity to these Terms of Use.

2. Nature of this Service

Please see the Schedule for more information and terms concerning this Service.

3. Licence Terms and Restrictions

- 3.1. The Service, including the materials made available on or through the Service, is owned by, licensed to, managed or controlled by GovTech. Please see clause 4 (Third Party Materials) for more information.
- 3.2. Subject to these Terms of Use, GovTech grants to you a non-exclusive, revocable, and non-transferable right to access and use the Service for personal or internal purposes only, and only for such use permitted by the functions of the Service and intended by GovTech. You shall not, amongst other things, benchmark, reproduce,

modify, reverse-engineer, decompile, adapt, publish, redistribute or sublicense the Service or any part of the Service without the prior written consent of GovTech or the respective third party owners. You also shall not use the Service in violation of any applicable laws or agreements that you have with any third parties. All express or implied rights to the Service not specifically granted herein are expressly reserved to GovTech.

3.3. GovTech reserves the right to:

- 3.3.1. Update or modify this Service from time to time;
- 3.3.2. Deny or restrict access to or use of the Service by any particular person without ascribing any reasons whatsoever; and
- 3.3.3. Discontinue or terminate this Service at any time without notice or liability to you whatsoever, whereupon all rights granted to you hereunder shall also terminate forthwith. You shall further upon notice from GovTech return or destroy all copies of the Service or materials therein that you may have been provided with.

3.4. You will not interfere or attempt to interfere with the proper working of the Service or otherwise do anything that imposes an unreasonable or disproportionately large load on GovTech's servers.

3A. Account Access and Security

3A.1 You are solely responsible for maintaining the confidentiality and security of any authentication credentials associated with your use of the Service, including the security of any of your devices which store the authentication credentials.

3A.2 GovTech shall be entitled, but not obliged, to verify the identity of the person using the Service. Without prejudice to the foregoing, GovTech is not under any duty to verify that any biometric identifier used with the Service, or on your device, belongs to you.

3A.3 GovTech shall have the sole and absolute discretion to invalidate any authentication credentials at any time, or require you to have to re-authenticate or refresh your authentication credentials at any time, without having to give any reason for the same.

3A.4 GovTech shall be entitled, but not obliged, to act upon or rely on any instructions, information, transmissions of data, or communications received from the account or use of the Service in relation to your authentication credentials, as if such instructions, information, data or communications were issued by you, whether or not the same was authorized by you.

3A.5 For the avoidance of doubt, you are solely responsible for any loss of whatever nature arising from unauthorized or unofficial modifications made to your device

which permit or escalate privileged access, or remove restrictions to such access, which are not intended by the manufacturer or provider of your device or operating system of your device.

4. Third Party Materials

- 4.1. The Service may require, enable or facilitate access to or use of software or services of a third party ("**Third Party**"). In such an event, there may be terms of use of the third party software or service (the "**Third Party Terms**"). GovTech may be required under or as a result of the Third Party Terms to notify you of certain terms that apply to you (either directly as an end user, or as a party whose acts or omissions could cause GovTech to breach the Third Party Terms) when you use the Services. An example of Third Party Terms may be open source software terms or standard form terms of the distribution platform from which you obtain any part of the Service (e.g. Google Play Store or Apple App Store terms) which bind GovTech as a developer or user of the distribution platform (the "**Distribution Terms**"). Information on the Third Party Terms are embedded in the Service, already accounted for in these Terms of Use, publicly available (e.g the Distribution Terms) or otherwise indicated in the Schedule herein. For the avoidance of doubt, insofar as this Clause 4 relates to the Distribution Terms, the relevant Distribution Terms are the terms of the specific platform from which you obtained a copy of the software or application that is part of the Service. For example, if you obtained the said copy from the Google Play Store, then the relevant terms are Google's Distribution Terms.
- 4.2. **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 the Third Party Terms that GovTech (under the Third Party Terms) is required to notify you, and you unconditionally agree to be bound by all the obligations in the Third Party Terms which are applicable to you (whether as end user, or as a party whose acts or omissions could cause GovTech to breach the Third Party Terms, or otherwise). For the avoidance of doubt, where Third Party Terms are listed, such Third Party Terms shall be deemed to include any privacy policies and acceptable use policies as are applicable to you.
- 4.3. 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. For the avoidance of doubt:
 - 4.3.1. some Third Party Terms (particularly open-source terms) permit either a direct licence to you from the Third Party or a sublicense from GovTech to you. In such cases, your licence is a direct licence from the Third Party to you; and
 - 4.3.2. the terms of your agreement with the Third Party will govern your use of the relevant third party software or service, and not these Terms of Use.
- 4.4. If the Third Party Terms expressly or impliedly require GovTech 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 4.5 below), such terms are deemed to have been so incorporated (the “**Incorporated Terms**”). Examples of Incorporated Terms include provisions which require GovTech to give you notice of certain rights and liabilities or require GovTech to ensure that you acknowledge certain matters. Similarly, if the Third Party Terms expressly or impliedly require these Terms of Use to be altered such that the Third Party Terms are complied with, the parties herein agree that the Terms of Use shall be deemed to be so altered but only to the extent necessary for compliance.

- 4.5. Some Third Party Terms grant the Third Party, or require GovTech 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.
- 4.6. For the avoidance of doubt, without prejudice to Clause 4.4, to the extent of any inconsistency between these Terms of Use and the Third Party Terms, the latter shall prevail provided nothing in the Third Party Terms increases the liability of GovTech beyond that stated in Clause 6.
- 4.7. Without prejudice and in addition to the foregoing, GovTech shall not be responsible for your use of any software or service of a Third Party.

5. Your Consent to Your Data and to Access Functions of Your Device

- 5.1. You hereby grant to GovTech a non-exclusive, worldwide, perpetual and royalty-free right to collect, use, disclose, process, modify, adapt, create derivative works of, reproduce, and sublicense any and all information or data submitted, uploaded or shared by you to the extent necessary to provide the Service or for any other purpose expressly or impliedly provided in these Terms of Use, or as permitted by law.
- 5.2. Use of the Service may require you to allow access by the Service to certain functions of your device, such as push notifications, the obtaining and/or sharing of your location, or the collection of data from you in connection with the Service. Your use of the Service shall constitute your consent to the access by the Service of such functions of your device as may be reasonably required by the Service.
- 5.3. You further irrevocably and unconditionally waive, and shall cause to be irrevocably and unconditionally waived, all existing and future moral rights (including the right of identification) wherever in the world in respect of any information or data submitted, uploaded or shared by you (including feedback, requests or suggestions concerning the Services) to GovTech. Such waiver shall also extend to GovTech’s licencees, assigns and successors-in-title.
- 5.4. Please also see clause 8 (Privacy Statement).

5A. Ownership of Feedback/Requests/Suggestions

You agree that all title and interest in any feedback, requests or suggestions from you concerning the Services provided to GovTech shall be owned by GovTech.

5B. Confidentiality

5B.1 If you receive information or data (in whatever form) from GovTech or a Third Party which is designated confidential or proprietary or is otherwise reasonably understood to be confidential or proprietary (collectively, “**Confidential Information**”), you shall not use, disclose or reproduce the Confidential Information except for the purpose for which it was provided to you. If consent to disclose the Confidential Information to a third party is given by GovTech or the Third Party to you, any act or omission in respect of the Confidential Information by that person shall be deemed to be your act or omission and you agree to be fully liable for the same. In all cases, you shall protect the Confidential Information to the same extent you protect your own confidential information but in no event less than a reasonable standard of care. You shall ensure that any recipients are bound by confidentiality terms at least as restrictive as this Clause.

5B.2 You shall destroy any Confidential Information immediately upon request by GovTech or the Third Party.

5B.3 In the event:

5B.3.1 you are, or likely to be, required by an order of court to disclose Confidential Information; or

5B.3.2 you have reasonable grounds to suspect the unauthorised use or disclosure or reproduction of Confidential Information;

you shall immediately notify GovTech or the Third Party of the same and cooperate with GovTech or the Third Party to prevent or limit such disclosure.

5B.4 Nothing in this Clause 5B shall prejudice GovTech’s or the Third Party’s other rights at law.

6. Disclaimers and Indemnity

6.1. **The Service is provided on an "as is" and “as available” basis without warranties of any kind. To the fullest extent permitted by law, GovTech does not make any representations or warranties of any kind whatsoever in relation to the Service and hereby disclaims 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:**

- 6.1.1. as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of the Service; and/or**
 - 6.1.2. that the Service or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that this Service, website and the server are and will be free of all viruses and/or other malicious, destructive or corrupting code, programme or macro.**
 - 6.2. GovTech 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 your computer, software or any other property, whether or not arising directly or indirectly from –**
 - 6.2.1. your access to or use of this Service, or any part thereof;**
 - 6.2.2. any loss of access or use of this Service or any part of this Service, howsoever caused;**
 - 6.2.3. any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the Service;**
 - 6.2.4. any delay or interruption in the transmission of the Service, whether caused by delay or interruption in transmission over the internet or otherwise; or**
 - 6.2.5. any decision made or action taken by you or any third party in reliance upon the Service,**
- regardless of whether GovTech has been advised of the possibility of such damage or loss.**
- 6.3. Without prejudice and in addition to the foregoing, insofar as the Service facilitates or requires the provision, use or functioning of, or is provided in conjunction with, other products, software, materials and/or services not provided by GovTech, GovTech makes no representation or warranty in relation to such products, software, materials and/or services (including without limitation any representation or warranties as to timeliness, reliability, availability, interoperability, quality, fitness for purpose, non-infringement, suitability or accuracy).**
- 6.4. You shall not rely on any part of the Service to claim or assert any form of legitimate expectation against GovTech, whether or not arising out of or in connection with GovTech's roles and functions as a public authority.**

- 6.5. **You agree to defend and indemnify and keep GovTech and its officers, employees, agents and contractors harmless against all 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 Service (including third party software or services) or your non-compliance with the Terms of Use, Third Party Terms or Incorporated Terms, whether or not you had been advised or informed of the nature or extent of such liabilities, losses, damages, costs or expenses. You warrant and represent that your access or use of the Service does not and will not breach or violate any laws, regulations, trade, economic and/or export sanctions (wherever in the world) applicable to you, and that you shall not transmit any malicious code, illegal, infringing or undesirable content or materials to GovTech or its agents or any Third Party.**
- 6.6. GovTech shall have the right to take any and all necessary actions/omissions to protect its interests, including complying with any legal requirements (such as taking down, disabling and disabling access to, removing (permanently or temporarily), and/or restoring (including restoring access to) any materials contained in, accessed through, uploaded to, and/or made available via the Service in response to any take-down or restoration notices). You agree that GovTech is not obliged to determine the merits of any take-down or restoration notices. You further waive any rights arising as a result of the actions/omissions taken by GovTech.
- 6.7. Without prejudice and in addition to GovTech's other rights:
- 6.7.1. in no event shall GovTech's total cumulative liability arising out of or in connection with these Terms of Use to you exceed the amount of fees or payment received by GovTech (and not paid or given to any Third Party by GovTech) from you for the Service in the 12 months preceding the date of the first cause of action; and
 - 6.7.2. no action may be brought by you against GovTech arising out of or in connection with these Terms of Use more than one (1) year after the cause of action arose.

7. Hyperlinks

- 7.1. Insofar as the Service provides a hyperlink to material not maintained or controlled by GovTech, GovTech shall not be responsible for the content of the hyperlinked material and shall not be liable for any damages or loss arising from access to the hyperlinked material. Use of the hyperlinks and access to such hyperlinked materials are entirely at your own risk. The hyperlinks are provided merely as a convenience to you and do not imply endorsement by, association or affiliation with GovTech of the contents of or provider of the hyperlinked materials.
- 7.2. Caching and hyperlinking to, and the framing of, any part of the Service is prohibited save where you have obtained GovTech's prior written consent. Such consent may

be subject to any conditions as may be determined by GovTech in its sole discretion. If you hyperlink to or frame any part of the Service, that shall constitute your acceptance of these Terms of Use and all amendments thereto. If you do not accept these Terms of Use as may be amended from time to time, you must immediately discontinue linking to or framing of any part of the Service.

7.3. GovTech reserves all rights:

7.3.1. to disable any links to, or frames of, any materials which are unauthorised (including without limitation materials which imply endorsement by or association or affiliation with GovTech, materials containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights); and

7.3.2. to disclaim responsibility and/or liability for materials that link to or frame any part of the Service.

8. Privacy Statement

You also agree to the terms of the Government Agency Privacy Statement for this Service as may be amended from time to time. The Government Agency Privacy Statement will form part of these Terms of Use.

9. Rights of Third Parties

Subject to the rights of the Third Party and/or Singapore public sector agencies, a person who is not a party to this Terms of Use shall have no right under the Contract (Rights of Third Parties) Act or otherwise to enforce any of its terms.

10. Assignment

10.1. You may not assign or sub-contract this Terms of Use without the prior written consent of GovTech.

10.2. GovTech may assign, novate, transfer, or sub-contract the rights and liabilities in respect of the Service and this Terms of Use, without notifying you and without further reference to you. Your acceptance of this Terms of Use shall also constitute your consent to such assignment, novation, transfer or sub-contract.

10A. Severability

If any term of these Terms of Use is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then these Terms of Use, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included but, to the extent permissible, such invalid or unenforceable terms shall be deemed to have been replaced by terms that

are (a) valid and enforceable and (b) express the intention or produce the result closest to the original intention of the invalid or unenforceable terms.

11. Governing Law and Dispute Resolution

11.1. These Terms of Use shall be governed by and construed in accordance with laws of Singapore.

11.2. Subject to clause 11.3, any dispute arising out of or in connection with these Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in the Courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

11.3. GovTech may, at its sole discretion, refer any dispute referred to in clause 11.2 above to arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in Singapore in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. Further:

11.3.1. The seat of the arbitration shall be Singapore.

11.3.2. The tribunal shall consist of one (1) arbitrator.

11.3.3. The language of the arbitration shall be English.

11.3.4. All information, pleadings, documents, evidence and all matters relating to the arbitration shall be confidential.

Where GovTech is the defendant or respondent, it shall be given at least 30 days before the commencement of any legal action against it to elect to exercise the right herein to have the dispute submitted to arbitration. This right to elect shall not prejudice GovTech's right to a limitation defence and the period to exercise the right shall not be abridged by reason of any accrual of a limitation defence in favour of GovTech during the said period.

These Terms of Use are dated 22 August 2022

SCHEDULE

1. Name of Service: TechPass

2. Nature of Service

- a. This Service facilitates the access required to consume WOG developer services.
- b. These Terms of Use are in addition to, and do not replace, any terms that apply to the use of the SGTS tools and services.