

# Service Provider - Terms and Conditions

## 1. General

- 1.1 These Terms and Conditions (the "**HealthCerts Service Provider Terms**") govern your request to be listed as a provider ("**Provider**") that has a capability to issue HealthCerts that are compliant to the Digital Standards and Schema as published in the HealthCerts website.
- 1.2 You unconditionally agree and accept to be legally bound by these HealthCerts Service Provider Terms and any amendments thereto from time to time. GovTech may change these HealthCerts Service Provider Terms immediately at its sole discretion and at any time. You agree to receive notice of any amendments to the HealthCerts Service Provider Terms via email, or any other means of notice as determined by GovTech.
- 1.3 You agree to these HealthCerts Service Provider Terms by making a request to GovTech to be listed as a Provider (whether through FormsSG or otherwise).

## 2. Terms of Collaboration

- 2.1 Subject to these HealthCerts Service Provider Terms, GovTech shall have the sole and absolute discretion to list you as a Provider on the HealthCerts website and provide a hyperlink to your website.
- 2.2 GovTech shall not be obliged to provide you with reasons for accepting or rejecting you as a Provider, and shall have the right to revoke and/or discontinue the listing, the hyperlink, the code, and your status as Provider at its sole and absolute discretion and at any time.
- 2.3 These HealthCerts Service Provider Terms does not create any relationship of agency, partnership, joint venture or other business relationship between you and GovTech.
- 2.4 GovTech does not endorse you and you shall not represent in any manner any endorsement, association or affiliation with GovTech and, without prejudice and in addition to GovTech's other rights at law, shall not make use of any of GovTech's logos, trade marks, service marks, names, insignias, emblems to suggest any such endorsement, association or affiliation.
- 2.5 You shall grant to GovTech a perpetual, irrevocable, royalty-free licence to use, display, modify, adapt, create derivative works of, reproduce and sublicense any intellectual property provided to GovTech for the purpose of the Service Provider listing ("**Provider IP**"). You further warrant and represent that you have the capacity, authority and right to license the Provider IP to GovTech.
- 2.6 GovTech may, at its sole and absolute discretion, terminate these HealthCerts Service Provider Terms and the Provider listing or any part thereof immediately without giving any reasons and without liability to you whatsoever.

### **3. Disclaimers and Indemnity**

- 3.1 To the fullest extent permitted by law, GovTech does not make any representations or warranties of any kind whatsoever 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 as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose, or that the information published will be error-free or that defects will be corrected.
- 3.2 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 arising directly or indirectly from –
- a) the listing and/or HealthCerts Service Provider Terms, or any part thereof;
  - b) any discontinuance of the listing or HealthCerts Service website, howsoever caused;
  - c) any inaccuracy or incompleteness in, or errors or omissions in the listing or HealthCerts Service Provider Terms;
  - d) any delay or interruption in the publication of the listing, whether caused by delay or interruption in transmission over the internet or otherwise; or
  - e) any decision made or action taken by you or any third party in reliance upon the listing and/or HealthCerts Service Provider Terms,
- regardless of whether GovTech has been advised of the possibility of such damage or loss.
- 3.3 You shall not rely on any part of the listing and/or these HealthCerts Service Provider Terms 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.

- 3.4 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 these HealthCerts Service Provider Terms or your non-compliance with the HealthCerts Service Provider Terms (including without limitation defending and indemnifying GovTech against losses arising out of or in connection with any intellectual property infringement claim), whether or not you had been advised or informed of the nature or extent of such liabilities, losses, damages, costs or expenses.

## **4. Rights of Third Parties**

- 4.1 A person who is not a party to these HealthCerts Service Provider Terms shall have no right under the Contract (Rights of Third Parties) Act or otherwise to enforce any of its terms.

## 5. Assignment

- 5.1 You may not assign or sub-contract these HealthCerts Service Provider Terms without the prior written consent of GovTech.
- 5.2 GovTech may assign, novate, transfer, or sub-contract the rights and liabilities in respect of the HealthCerts Service Provider Terms, without notifying you and without further reference to you. Your acceptance of these HealthCerts Service Provider Terms shall also constitute your consent to such assignment, novation, transfer or sub-contract.

## 6. Governing Law and Dispute Resolution

- 6.1 These HealthCerts Service Provider Terms shall be governed and construed in accordance with laws of Singapore.
- 6.2 Subject to clause 6.3, any dispute arising out of or in connection with these HealthCerts Service Provider Terms, 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.
- 6.3 GovTech may, at its sole discretion, refer any dispute referred to in clause 6.2 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:
  - 6.3.1 The seat of the arbitration shall be Singapore.
  - 6.3.2 The tribunal shall consist of one (1) arbitrator.
  - 6.3.3 The language of the arbitration shall be English.
  - 6.3.4 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.