

## **TERMS OF USE**

### **1. ACCEPTANCE**

- 1.1 This is an Agreement (“**Terms of Use**”) between you and the **UNION OF SECURITY EMPLOYEES** (“*we*”, “*us*” and/or “*USE*”) for the use of our web portal <https://www.iduse.org.sg> (“*Web Portal*”) and mobile applications (“**Apps**”), owned and operated by us, and their related services and features (the Website and the Apps shall be collectively referred to as “*USE Web Portal*”). By using and accessing the USE Web Portal, you conclude a legally binding agreement with us.
- 1.2 We may update these Terms of Use from time to time by posting a revised version on the USE Web Portal. We will not send an individual notice to you. Any amended Terms of Use shall replace all previous versions of the same.
- 1.3 By using the USE Web Portal, you agree to comply with the Terms of Use, including any revisions that we may make to the Terms of Use. If you do not agree to the Terms of Use and/or to the amendments, you should immediately cease the use of any of the services on the USE Web Portal.

### **2. ACCEPTABLE USE OF WEB PORTAL**

- 2.1 In using the USE Web Portal, you will not:
- (a) Violate any applicable laws, legislations, regulations and/or guidelines;
  - (b) Infringe on any third party’s intellectual property rights or other proprietary rights;
  - (c) Impersonate any person or entity and/or misrepresent your affiliation with a person or entity;
  - (d) Provide false, inaccurate or misleading information;
  - (e) Engage in fraudulent, suspicious or illegal activity and/or transactions;
  - (f) Disclose, use or distribute another user’s personal data without the express consent of the said user;

- (g) Upload, or cause to be uploaded, any content to the USE Web Portal that contains viruses or items that may damage, interfere with, or adversely affect the USE Web Portal; and
  - (h) Conduct a cyber-attack on any other computer or network, including hacking, cracking, distributing viruses, network sabotage, phishing or any fraudulent activities
- 2.2 We have the sole discretion to suspend, block, terminate and/or restrict your use of the USE Web Portal.
- 2.3 If we have given you (or where you have chosen) a password which enables you to access certain parts of the USE Web Portal, you are fully responsible for maintaining the confidentiality of your password, and all activities occurring under your account.
- 2.4 We will not be liable for any loss, damage and or expenses arising from your failure to comply with this clause.
- 2.5 You agree to indemnify us for all losses, liabilities, claims, costs and expenses (including but not limited to legal costs) suffered or incurred by us which arise directly or indirectly from your breach of this clause.

### 3. **OUR SERVICES**

- 3.1 The USE Web Portal is a platform to provide services to facilitate your application of licensing requirements as a licensed security officer from the Singapore Police Force (“SPF”). **The USE is not responsible for the outcome of your application(s).**
- 3.2 You do not have to pay to use the USE Web Portal. Any fees collected on the USE Web Portal are collected by (a) USE for the processing of your application, including without limitation, for the production of any licensing related card(s) issued to you; and/or (b) by any third-party processing vendor(s). The USE Web Portal provides, inter alia, the following services:
- (a) online service to apply for SPF licensing as a licensed security officer;

- (b) payment service as facilitated by third party payment providers;
- (c) Inform you of the outcome(s) of your application; and
- (d) any other services provided by USE from time to time on the USE Web Portal.

## **GENERAL REPRESENTATIONS AND WARRANTIES**

- 3.3 Our obligations in providing the USE Portal only extend to the provision of the services and do not include acting on your behalf. These Terms of Use shall not be construed to create a partnership, joint venture, or agency relationship between USE and you.

## **4. DISCLAIMER OF WARRANTIES**

- 4.1 Your use of the USE Web Portal is at your sole risk. We disclaim all conditions, warranties and other terms of any kind, whether express or implied, by statute, common law or otherwise.
- 4.2 The content available on the USE Web Portal is meant to be used for reference only. Nothing on the USE Web Portal shall be constituted as or is a substitute for professional advice.

## **5. INDEMNITIES**

- 5.1 You agree to indemnify and hold us, and our affiliates, officers, agents or other partners, and employees, harmless from any loss, claim, demand or expense, including legal fees, made by any third party due to or arising out of any content that you submit, post, transmit or make available on the USE Web Portal, your use of the USE Web Portal, your connection to the USE Web Portal, your violation of the Terms of Use, or your violation of any rights of another party.

## **6. LIMITATION OF LIABILITY**

- 6.1 We shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages resulting from:

- (a) The use or the inability to use the USE Web Portal;
- (b) Unauthorised access to or alteration of your transmissions or data; and
- (c) Any other matter relating to the USE Web Portal.

## 7. **PRIVACY POLICY**

- 7.1 Your personal data that you provide us and/or we collect from you from your use of the USE Web Portal is subject to our Privacy Policy as set out below. This Privacy Policy sets out how we collect, use and share data in connection with your use of our USE Web Portal.
- 7.2 **Privacy Laws.** We are committed to protecting your privacy and personal data in accordance with the Personal Data Protection Act 2012 and any other applicable personal data protection laws, regulations, codes of practice, guidelines or guidance notes in Singapore (“**Privacy Laws**”).
- 7.3 **Collection of Personal Data.** We may collect data about you that you provide us through your use of the USE Portal. This data may include, but is not limited to your name, address, phone number, email, job details, SingPass login credentials, photo(s), IP address, operating system, and browser type. If you do not provide us with the mandatory personal data or wish to withdraw your consent for our processing of your personal data, we may not be able to provide you with our services and products.
- 7.4 You acknowledge that the personal data that you provide us is your own data and/or data which you are authorised under law to provide to us.
- 7.5 **Use of Personal Data.** The personal data that we have collected is used and processed by us to manage and operate the USE Web Portal and to provide any services on our USE Web Portal.
- 7.6 We may use the personal data collected to, amongst other things: -

- (a) transmit your personal data to the SPF and/or any other government authorities to process the application of your licensing requirements as a licensed security officer;
- (b) put you in direct contact with the SPF and/or any other government authorities on your application(s);
- (c) transmit your personal data, including your payment details to third party payment gateways and/or payment services providers to process your payment(s);
- (d) verify your identity when you register or log into our USE Web Portal via your SingPass account, and remind you of your password and username;
- (e) Conduct system diagnostics by identifying and eliminating technical issues that you may face on the USE Web Portal; and
- (f) Communicate with you, and/or send you update(s) and announcement(s).

7.7 We will not use your personal data for direct marketing or share your personal data with other parties unless we have received your consent.

7.8 **Disclosing your Personal Data to Third Parties.** We may disclose your personal data to our affiliates, business partners and professional advisors for the following purposes.

7.9 We may disclose your personal data, amongst others, to:-

- (a) our service providers so that they can provide you with services on our behalf;
- (b) For network diagnostics;
- (c) To relevant government or regulatory authorities, our legal representatives or other concerned parties, in special situations where we believe that disclosing your personal data is necessary to bring legal action against anyone damaging, injuring, or interfering with our rights;
- (d) Where we are required by law to do so; and/or
- (e) With your consent.

7.10 **Security.** We are committed to ensuring that your information is secure. In order to prevent unauthorised access, disclosure, loss, misuse or alteration of information, we have put in place suitable physical, electronic and managerial procedures to safeguard

and secure the information we collect online. Access to personally identifiable information is only provided to authorised administrators via a restricted password.

- 7.11 **Use of Cookies.** A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps to analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- 7.12 We use traffic log cookies to identify which pages are being used. This helps us to analyse data about webpage traffic and to improve our website in order to tailor it to customers' needs. We only use this information for statistical analysis purposes and then the data is removed from the system.
- 7.13 Overall, cookies help us to provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. However, this may prevent you from taking full advantage of the website.
- 7.14 **Correction and Access.** If you believe that any information, we are holding on you is incorrect or incomplete, please write to us at **use-idcard@ntuc.org.sg**. We will promptly update any information found to be incorrect. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections. If you wish to withdraw your consent for us to use and/or process your personal data, please also write to us at **use-idcard@ntuc.org.sg**.

## 8. **THIRD PARTY PAYMENT GATEWAYS**

- 8.1 You agree that the USE Portal may transmit the financial details that you provide on the USE Portal to any third-party payment gateway which you have selected to process the payment for your application. In the event that the payment transaction fails, for whatever

reasons, to successfully proceed, we reserve the right to cancel your application. USE may contact you thereafter to rectify the failed payment transaction.

## **9. TERMINATION**

9.1 We may, at our sole discretion, terminate your account, under certain circumstances and without prior notice. Upon the termination of your account, you will no longer have access to the USE Web Portal.

9.2 The termination of your account shall be without prejudice to any other rights or remedies we may be entitled to. The Terms of Use will survive the termination of your account.

9.3 In the event that the USE Web Portal erroneously transmitted your personal data in your application, our Terms of Use shall still apply. You may request for a replacement card at the USE Customer Service Centre.

## **10. GOVERNING LAW**

10.1 The Terms of Use shall be governed by and construed in accordance with the laws of Singapore. Any claims of whatever nature arising out of or in connection with this Agreement or any of the transactions contemplated by this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.