Terms of Use

1. General

1.1. These Terms of Use govern your access to and use of our service (including the application (whether as software or as a website or otherwise), its contents (including information and 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 amend or supplement these Terms of Use at its sole discretion and at any time, with or without notice to you. 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 or supplements to it. Your failure to do so shall not prejudice the effect or enforceability of the Terms of Use or any amendments or supplements thereto.** GovTech may, at its sole discretion and without prejudice to its other rights under this Clause 1.3, also amend or supplement any part of this Service and these Terms of Use by providing you with notice effective immediately or such other time period as may be 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 or its amendments or supplements, please do not use this Service or any part of this Service, and cease use 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

The Service consists of work-in-progress hackathon projects for OGP's Hack for Public Good. These Services are in beta, available only for trial and feedback purposes, and not intended for production use. GovTech may provide no or limited

support at its sole discretion. Certain functions may be disabled or simulated. You shall not rely on the Services, and GovTech disclaims all liability arising from their use.

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.

3.2A You shall not do or attempt to do, and shall not authorise or permit any third party to do, the following:

3.2A.1 bypass or circumvent any technical restrictions or digital protection measures in the Service or secure areas of the Service and/or to any other protected information or attempt to circumvent any such restrictions;

3.2A.2. reverse engineer, decompile, disassemble, modify, translate, adapt or create derivative works of the Service (whether in relation to its source code, object code, underlying structure, ideas, algorithms or otherwise);

3.2A.3. reproduce, publish, distribute, transfer, publicly display, resell, rent, lease, or sublicense the Service, or loan, lend, pledge, assign, or otherwise encumber the Service to or in favour of any third partyy , or commercialise the Service and all information, functionalities, services or content, including but not limited to text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other content provided or otherwise made available through the Service (collectively, "**Content**"), including renting, selling, leasing, distributing or directly or indirectly charging others for use of the Service and/or Content;

3.2A.4. remove or obscure the copyright, trademark and other proprietary notices contained on or in the Service;

3.2A.5. use the Service in any manner that is contrary to any applicable laws or regulations or rights of third parties (however arising and of whatever nature), or in a manner that constitutes harmful, fraudulent, or obscene activity;

3.2A.6. make the Service available in or through a network, file-sharing service, service bureau or any similar timesharing arrangement or as a managed service provider;

3.2A.7. perform any benchmarking tests or analyses of the Service;

3.2A.8. use the Service to create anything that would compete with the Service;

3.2A.9. transfer, assign or permit the sharing of license keys to or with a third party;

3.2A.10. use the Service to process or permit to be processed any code of a third party;

3.2A.11. provide third party access to the Service;

3.2A.12. export the Service in violation of any international sanctions or laws applicable to US entities;

3.2A.13 impersonate any person or to falsely state or otherwise misrepresent your affiliation with any person;

3.2A.14 attempt to gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to the Service through hacking, phishing, or other means; and/or

3.2A.17 interfere with another's utilisation and enjoyment of the Service and/or the Content.

3.2B 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. upgrade 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;
3.3.3. Discontinue, suspend or terminate this Service at any time without notice or liability to you whatsoever, whereupon all rights granted to you hereunder shall also be suspended or terminated 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; and

3.3.4. discontinue the provision of or remove, whether in whole or in part, any Content, and GovTech shall not be liable if any such updating, upgrade, modification, restriction, discontinuation, suspension or termination or removal prevents you from accessing the Service or the Content.

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

3.5. You shall comply with all set-up procedures and requirements, as well as all policies, guidelines, rules, notices and instructions relating to the Service as may be issued by and/or amended by GovTech from time to time.

3A. Account Access and Security

3A.1 You are solely responsible for maintaining the confidentiality and security of any authentication credentials (whether provided by you or issued, prescribed, or otherwise approved by GovTech, or allocated to your account associated with your use of the Service, if any) 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 authorised by you.

3A.5 For the avoidance of doubt, you are solely responsible for any loss of whatever nature arising from unauthorised 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 (e.g., “rooting” or “jailbreaking” your mobile phone).

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 sublicence 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.

4.5A Unless the applicable Third Party Terms permit you to commence legal proceedings against the relevant Third Party, you shall not threaten or commence legal proceedings against a Third Party without GovTech's prior written approval.

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 and, without prejudice and in addition to clause 5.3, you shall waive all rights existing in or in respect of the same (including, for the avoidance of doubt, any signature requirements).

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 the person receiving such Confidential Information 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, its output or Content 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, its output or Content; and/or

6.1.2. that the Service, its output or Content or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that this Service, its output, Content, 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, its output, or Content, or any part thereof;

6.2.2. any loss of access or use of this Service or any part of this Service or its output or Content, howsoever caused;

6.2.3. any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the Service, its output or Content;

6.2.4. any delay or interruption in the transmission of the Service, its output, or Content, 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,its output or Content,

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, its output or Content 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. GovTech shall have no responsibility or liability to you or any third party arising out of or in connection with any fraud, phishing, or any other illegal act or omission by other parties in relation to the Service and it is your own responsibility to ensure that the Service you are using or accessing is from a legitimate source.

6.5. You unconditionally and irrevocably undertake to defend, indemnify and hold harmless GovTech and its officers, employees, agents and contractors against all liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with (a) your access or use of the Service (including third party software or services),its output and/or Content, (b) your non-compliance with the Terms of Use, Third Party Terms or Incorporated Terms, (c) any harm or damage caused by you to any third party, and/or (d) any contravention of any applicable laws, regulations or guidelines, 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, its output and/or Content 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 use or

transmit in any way, any software or material that contains, or which you have reason to suspect contains, viruses, damaging components, any malicious code, or harmful components which may impair or corrupt the Service's data or damage or interfere with the operation of the Service or another person's computer or mobile device, and any 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 to you or any third party for any and all claims, suits, demands, actions or other legal proceedings under, arising out of or in connection with these Terms of Use or Service whether based on an action or event or series of connected actions or events arising from the same factual act or omission, in contract, negligence, tort or otherwise, 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 twelve (12) months preceding the date of the first cause of action; and

6.7.2. no action may be brought by you or any third party against GovTech arising out of or in connection with these Terms of Use or Service more than one (1) year after the cause of action arose.

6.8. The Content may be from a variety of sources and provided for informational purposes only. References within the Content to Third Parties' products or services (if any) do not constitute or imply recommendation or endorsement by GovTech.

7. Hyperlinks

7.1. Insofar as the Service provides hyperlinks to material or other websites or content on the internet which are not maintained or controlled by GovTech, GovTech shall not be responsible for the content or consequences of accessing any of the hyperlinked material or other websites or content on the internet (including any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained

therein), and shall not be liable for any damages or loss arising from access to the hyperlinked material or other websites or content on the internet. Use of the hyperlinks and access to such hyperlinked materials or other websites or content on the internet 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 or other websites or content on the internet.

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.

8A. Termination

Without prejudice to Clause 3.3 herein:

8A.1 In GovTech's sole and absolute discretion, it may with immediate effect, with or without notice, (i) discontinue or terminate the Service and/or the Content (or any part thereof), or (ii) deny or restrict your access to and use of the Service and/or the Content (or any part thereof), for any reason whatsoever (including a breach of any of these Terms of Use), whereupon these Terms of Use shall also terminate.

8A.2 Upon termination of these Terms of Use for any reason all rights and/or licences granted to you under these shall immediately cease and terminate and you must immediately cease all access and use of the Service and the Content. Any termination of these Terms of Use for any reason shall not affect any of GovTech's rights accrued prior to termination and your obligations under any provisions of these Terms of Use which are meant to survive the termination.

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. Variation or rescission of these Terms of Use shall not require the consent of any third party, including any Third Party and/or other Singapore public sector agencies.

10. Assignment

10.1. You must 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 these Terms of Use, without notifying you and without further reference to you. Your acceptance of these 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.

10B. Order of Precedence

In the event of any conflict, inconsistency or ambiguity between or in any one or more terms in these Terms of Use, such conflict, inconsistency or ambiguity shall be resolved in favour of GovTech and the provision or interpretation which is more favourable to GovTech shall prevail. Notwithstanding any other term, GovTech has

the sole and absolute discretion to determine which term or interpretation is more favourable to it and such decision shall be binding on you.

10C. Entire Agreement

These Terms of Use contains the entire and whole agreement concerning the subject matter of these Terms of Use. The Terms of Use supersedes all prior written or oral representations, agreements and/or understandings between GovTech and yourself. Except for amendments by GovTech permitted under these Terms of Use, no amendment to these Terms of Use shall be of any force unless agreed upon in writing by both parties.

10D. Waiver

10D.1 Any delay, failure or omission on the part of GovTech in enforcing any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under the Terms of Use or at law or in equity, or arises from any breach by you, shall not (a) be deemed to be or be construed as a waiver or variation of the Remedy, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise of the Remedy, or of any other such Remedy in any other subsequent instances.

10D.2 No waiver by GovTech of any breach of the Terms of Use by you shall be deemed to be a waiver of any other or of any subsequent breach.

10D.3 Any waiver by GovTech granted under the Terms of Use must be in writing and may be given subject to conditions. Such waiver under the Terms of Use shall be effective only in the instance and for the purpose for which it is given.

10E. Force Majeure

GovTech shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms of Use (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Service if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond GovTech's reasonable control, which shall include acts of God, fire, explosions, earthquake, flood, storm, drought, riot or civil disturbance, war, military action, acts of terrorism, internet or telecommunication outages, insurrection, acts of Government, health epidemics, general outbreak of debilitating disease, import or export regulations or embargoes, delay in transport, breakdown in machinery, acute or unusual material shortages, strikes, lockouts, industrial disputes or labour disturbances or disputes.

10F. Notice

Notice to you 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).

11. Governing Law and Dispute Resolution

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

11.2. Subject to Clauses 11.3 and 11,4, any dispute arising out of or in connection with these Terms of Use or the Service or any related services, software, data or other materials provided by GovTech, including any question regarding the existence, validity or termination of these Terms of Use, shall be finally resolved by reference to the Courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of the Courts of the Republic of Singapore, subject to GovTech having the option of electing to refer the dispute to arbitration.

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 to be agreed upon in accordance with the SIAC Rules, save that if no agreement is reached within thirty (30) days after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC;.

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' prior written notice by the complainant before the commencement of any legal action against GovTech for GovTech to elect to exercise the right herein to have the dispute submitted to arbitration. Such notice from the complainant shall (a) state the specific dispute, difference, or claim to be resolved and the nature of such dispute, difference, or claim and (b) include a request that GovTech make an election whether the dispute, difference, or claim as stated shall be resolved by reference to arbitration or by court proceedings. 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. Should GovTech fail to make the election to have the dispute, difference or claim referred to arbitration within thirty (30) days of the receipt of the written notice, the dispute, difference or claim shall be resolved by the Courts of the Republic of Singapore. GovTech may elect to refer to arbitration all or any part of the dispute or difference as stated by the complainant in its written notice.

11.4. Notwithstanding anything to the contrary, GovTech may seek interim, provisional, injunctive or conservatory relief in any court of jurisdiction (including without limitation relief in respect of its intellectual property rights or rights of confidentiality).

11.5. Any reference to arbitration under this Clause 11 shall be a submission to arbitration within the meaning of the Arbitration Act 2001 for the time being in force. The application of Part II of the International Arbitration Act 1994, and the Model Law referred thereto, to this Agreement is hereby expressly excluded.

11.6. GovTech shall be entitled to discontinue or suspend provision of any part of the Terms of Use, this Service or any related services, software, data or other materials provided by GovTech and its performance under these Terms of Use until such dispute is settled or resolved in accordance with this Clause 11.

These Terms of Use are dated 5 Feb 2025.