

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, 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 of Singapore as represented by the Digital Ops-Tech Centre ("**DOTC**"). The DOTC's office is located at 2 Bukit Merah Central, Level 3, Singapore 159835
- 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. DOTC reserves the right to change these Terms of Use at its sole discretion and at any time. **You should read the Terms of Use carefully each time you access or use any part of this Service as such access or use will constitute your agreement to the Terms of Use and any amendments to it.**
- 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 is managed or controlled by DOTC. Please see clause 5 (Third Party Materials) for more information.
- 3.2. Subject to the Terms of Use, DOTC grants to you a non-exclusive, revocable, and non-transferable right to access and use the Service for official MINDEF/SAF purposes only, and only for such use permitted by the functions of the Service and as may be communicated by DOTC from time to time. 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 DOTC 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 DOTC.

3.3. DOTC 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. For avoidance of doubt, DOTC may at any time and at its sole discretion remove any material that has been uploaded to Pressify in breach of relevant copyright laws or the Terms of Use without notice to you; 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 DOTC return or destroy all copies of the Service or materials therein that you may have been provided with.

- 3.4. You will not disrupt, interfere or attempt to disrupt or interfere with the proper working, performance or functioning of the Service or otherwise do anything that imposes an unreasonable or disproportionately large load on DOTC's servers.
- 3.5. You will not interfere with other users' enjoyment of the Service or use the Service to deceive, harass or solicit people. DOTC reserves the right, but is not obligated to intervene for the benefit of the Service and users of the Service.
- 3.6. You will not scrape the website 'app.pressify.gov.sg', fuser files, or otherwise make any use of data mining, robots, or similar data gathering and extraction tools.
- 3.7. You may not sell or share your account access with anyone else, nor shall you disclose the materials uploaded to or downloaded from the Service, to persons or entities not conferred with access to the Service by DOTC, without the consent of DOTC.

4. Account Access and Security

- 4.1. 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.

- 4.2. DOTC shall be entitled, but not obliged, to verify the identity of the person using the Service. Without prejudice to the foregoing, DOTC is not under any duty to verify that any biometric identifier used with the Service, or on your device, belongs to you.
- 4.3. DOTC shall have the sole and absolute discretion to invalidate any authentication credentials at any time, or require you to re-authenticate or refresh your authentication credentials at any time, without furnishing reasons for the same. For avoidance of doubt, DOTC may suspend, restrict or terminate your use of the Service for violation of any or all of the Terms of Use.
- 4.4. DOTC shall be entitled, but not obliged, to act upon or rely on any instructions, information, transmissions of data, or communications received from you, your account or your 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.
- 4.5. 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 or computing device).

5. Third Party Materials

- 5.1. 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, notices, disclaimers or other materials relating to the third-party software or service (the "**Third Party Terms**"). DOTC 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 DOTC to breach the Third Party Terms) when you use the Service. 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 which bind DOTC as a developer or user of the distribution platform (the "**Distribution Terms**").
- 5.2. **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 any Third Party Terms that DOTC (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 as the end user.

- 5.3. Without prejudice and in addition to the foregoing, DOTC shall not be responsible for your use of any software or service of a Third Party.

6. Your Consent to Access Functions of Your Device

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. Please also see clause 11 (Privacy Policy). 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.

7. Ownership of Feedback/Requests/Suggestions

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

8. Confidentiality

- 8.1. If you receive information or data (in whatever form) from DOTC or another user of the Service 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. 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.
- 8.2. You shall destroy any Confidential Information immediately upon request by DOTC.
- 8.3. In the event:
 - 8.3.1. you are, or likely to be, required by an order of court to disclose Confidential Information; or
 - 8.3.2. you have reasonable grounds to suspect the unauthorised use or disclosure or reproduction of Confidential Information,you shall immediately notify DOTC of the same and cooperate with DOTC to prevent or limit such disclosure.
- 8.4. Nothing in this Clause shall prejudice DOTC's other rights at law.

9. Disclaimers and Indemnity

- 9.1. You use the Service at your own risk and agree that the Service is provided on an "as is" and "as available" basis without warranties of any kind. To the fullest extent permitted by law, DOTC 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:
 - 9.1.1. 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
 - 9.1.2. 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.
- 9.2. DOTC makes no representations or warranties that the Service will meet any of your specific needs or that it will furnish you with particular results. DOTC is not responsible for the conduct of other users of the Service online or offline.
- 9.3. DOTC 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 –
 - 9.3.1. your access to or use of this Service, or any part thereof;
 - 9.3.2. any loss of access or use of this Service or any part of this Service, howsoever caused;
 - 9.3.3. any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the Service;
 - 9.3.4. any delay or interruption in the transmission of the Service, whether caused by delay or interruption in transmission over the internet or otherwise; or
 - 9.3.5. any decision made or action taken by you or any third party in reliance upon the Service,

regardless of whether DOTC has been advised of the possibility of such damage or loss.

- 9.4. 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 DOTC, DOTC 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).
- 9.5. You shall not rely on any part of the Service to claim or assert any form of legitimate expectation against DOTC, whether or not arising out of or in connection with DOTC's roles and functions as a public authority.
- 9.6. You agree to defend and indemnify and keep DOTC 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 DOTC or its agents or any Third Party.
- 9.7. Without prejudice and in addition to DOTC's other rights herein:
 - 9.7.1. in no event shall DOTC'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 DOTC from you for the Service in the 12 months preceding the date of the first cause of action; and
 - 9.7.2. no action may be brought by you against DOTC arising out of or in connection with these Terms of Use more than one (1) year after the cause of action arose.
- 9.8. You are encouraged to keep backups of the material or content that you upload to the Service. DOTC shall not be responsible if any of your content or material is deleted or corrupted, or if any modification, suspension or discontinuation of the Service causes you to lose any content or material.

10. Hyperlinks

- 10.1. Insofar as the Service provides a hyperlink to material not maintained or controlled by DOTC, DOTC 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 DOTC of the contents of or provider of the hyperlinked materials.
- 10.2. Caching and hyperlinking to, and the framing of, any part of the Service is prohibited save where you have obtained DOTC's prior written consent. Such consent may be subject to any conditions as may be determined by DOTC 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.
- 10.3. DOTC reserves all rights:
 - 10.3.1. 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 DOTC, 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
 - 10.3.2. to disclaim responsibility and/or liability for materials that link to or frame any part of the Service

11. Privacy Policy

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

12. Rights of Third Parties

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

13. Assignment

- 13.1. You may not assign or sub-contract this Terms of Use without the prior written consent of DOTC.
- 13.2. DOTC 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 this Terms of Use shall also constitute your consent to such assignment, novation, transfer or sub-contract.

14. 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.

15. Governing Law and Dispute Resolution

- 15.1. These Terms of Use shall be governed by and construed in accordance with laws of Singapore.
- 15.2. 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.
- 15.3. DOTC may, at its sole discretion, refer any dispute arising out of and in relation to the Service, 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:
 - 15.3.1. The seat of the arbitration shall be Singapore.
 - 15.3.2. The tribunal shall consist of one (1) arbitrator.
 - 15.3.3. The language of the arbitration shall be English.

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

15.4. Where DOTC 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 DOTC'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 DOTC during the said period.

These Terms of Use are dated 9 May 2024.

Schedule

1) Name of Service: Pressify

2) Nature of Service

If you are uploading document, (a) to (i) apply to you:

- a) Notwithstanding anything in the Terms of Use, the Service is intended for use by MINDEF/SAF personnel conferred with access to Pressify by DOTC.
- b) This Service is a document storage and management tool. The functions of the Service may be modified or amended at the discretion of DOTC.
- c) Please note that DOTC may collect, store and/or process data that is part of the content or material which you upload to the Service. DOTC may also collect information pertaining to your use of the Service, including but not limited to: the email addresses associated with your account; the extent of your use of the Service; the amount of data you have uploaded or downloaded from the Service; and the devices which you use to access the Service. Where you upload content or material to the Service, you grant DOTC a worldwide, non-exclusive, royalty-free, right and licence to: copy, communicate, distribute, stream, post, publicly display (e.g. post it elsewhere), reproduce and create derivative works from it (meaning things based on it), whether in print or any kind of electronic version that exists now or is later developed, for any purpose, including a commercial purpose with the right to sublicense such rights to others.
- d) In uploading material to the Service and sharing such material with other users, you grant to such other users of the Service a worldwide, non-exclusive, royalty-free, right and licence to, for official and internal purposes only: copy, convey, reproduce and create derivative works from it (meaning things based on it), whether in print or any kind of electronic version that exists now or is later developed.

- e) You are responsible for ensuring that the document you upload complies to the existing security policies and rules of your organisation. Only materials with a security classification of up to 'RESTRICTED/ Sensitive Normal' are permitted to be uploaded to the Service.
- f) You confirm that you have full title and permissions to the material or content uploaded to the Service and that your uploading of content or material to the Service does not violate any privacy, intellectual property, property rights, or contractual rights of somebody else. You are responsible for any issues concerning the document you upload and for replying to and/or dealing with the document user or any other person concerning your document including without limitation the use, linking, or publication of your own privacy policy/statement applying to the document uploaded. DOTC is not responsible for your compliance with the applicable rules or laws. For avoidance of doubt, any document which is uploaded to Pressify must not be in violation of copyright.
- g) DOTC shall have the right to give your document users notice of DOTC's Terms of Use and Privacy Policy in the document you upload.
- h) You are responsible for ensuring that your use of the Service is compliant with all applicable laws, including without limitation the Personal Data Protection Act.
- i) DOTC is not responsible for the content of the document you choose to upload, nor for the contents of any agreement you have (or purport to have) with the original document owners.

3) Third party software/services

Please see this [link](#) for a list of open source components used in the Service.