

GovTech Digital Updates

Terms & Conditions

1. General

- 1.1. Thank you for subscribing to our digital updates (the “**Services**”). By subscribing to our Services, you agree to receive updates from us via email or Whatsapp. The aim of the Services is to keep our visitors and partners updated on the latest news, highlights, events and happenings relating to the Government Technology Agency or in Singapore’s tech industry. Subscription to the Services is not mandatory and you can opt out at any time by following the instructions below.
- 1.2. These Terms and Conditions (the “**Terms**”) govern your subscription and use of the Services, and any data, information, images, documents, files, text, digital content and/or media that may be uploaded, created, produced, generated, stored and/or transmitted through the use of the Services (the “**Content**”). Please read these Terms carefully. The most current version of these Terms can be accessed at: www.tech.gov.sg.
- 1.3. The Services are provided to you by the Government Technology Agency (“**we**”, “**us**” or “**our**”). If you have any questions about these Terms or the Services, you may contact our representative at:

Government Technology Agency, [Singapore]

Email: [\[news@tech.gov.sg\]](mailto:news@tech.gov.sg)

Address: 10 Pasir Panjang Road, #10-01
Mapletree Business City
Singapore 117438

- 1.4. By subscribing to the Services, you acknowledge that you have read and understood these Terms and unconditionally agree and accept to be legally bound by and to comply with these Terms and any amendments thereto from time to time.
- 1.5. If you are under 18, please ensure that an adult has agreed to you accessing the service on the Terms. In these Terms 'you' means the person requesting access to the Services, or, if you are under 18, your legal guardian.

2. Subscription and Frequency of Services

- 2.1. We will try to process your subscription to the Services promptly, but we do not guarantee that your subscription will be activated by any specified time.
- 2.2. The Services will be provided in accordance with the following frequency:
 - weekly or biweekly e-newsletters
 - weekly WhatsApp updates.

- 2.3. The accessibility and operation of the Services rely on technologies outside our control. We do not guarantee continuous accessibility or uninterrupted operation of the Services.

3. Cancellation of Services

- 3.1. You have the right to unsubscribe from or cancel your subscription at any time. You can do this by:
- emailing to technews@govtechsg.org with 'Unsubscribe Tech News' in the subject field.
 - Replying “stop” to 8316 2728.

4. Reservation of Rights

- 4.1. We reserve the right to change these Terms at our sole discretion and at any time, by posting the revised or modified Terms at www.tech.gov.sg. Your continued access or use of the Services following the posting of any changes or modifications will constitute your acceptance of such changes, modifications, supplements and of such revised or modified Terms.
- 4.2. We reserve the right to update, enhance, upgrade, reduce, or otherwise modify or vary the Services, or any part thereof, at any time, for any reason, with or without notice to you. You acknowledge and agree that these Terms will apply to all such modifications, upgrades, enhancements, reductions and/or variations to the Services.
- 4.3. We may also suspend or cancel your subscription to the Services, and/or suspend, discontinue or terminate the Services, at any time without notice or liability to you whatsoever, whereupon all rights granted to you hereunder shall also terminate forthwith.

5. Intellectual Property

- 5.1. With respect to the Services and any Content in or accessible via the Services, all title, rights and interest, including all copyright, trademarks and all other intellectual property rights therein, is/are either owned by us and/or the relevant third party owners of such rights who have licensed such rights to us for use through the Services. You shall not do or permit any act which is directly or indirectly likely to prejudice our rights, title or interest, or that of a relevant third party (as the case may be), in and to the same. In particular, but without limitation, you agree not to copy, sell, or exploit for any commercial purposes, any portion of our Services and/or the Content.

- 5.2. Without prejudice to the generality of the foregoing, you shall not use in any way and shall not reproduce any trademarks, logos, trade names and similar marks that are associated with the Services (the “**Trademarks**”), without our prior written consent, or that of the relevant third party (as the case may be).
- 5.3. You also agree to not remove, obscure, or alter our or any relevant third party’s copyright notices, trademarks, or other proprietary rights notices contained within, applied to or made available or accessible in conjunction with or through the Services and/or the Content.
- 5.4. Apart from any fair dealings for the purposes of private study, research, criticism or review, as permitted in law, or other non-commercial and personal purposes, no part of the Services and/or the Content may be reproduced or reused without our prior written permission.

6. Disclaimers against Warranties, Representations and Liability

6.1. Whilst we use reasonable endeavours to provide up to date and relevant materials, the commentary and other materials provided through the Services are not intended to amount to advice on which reliance should be placed. Therefore, the Services and all Content made available or accessible via the Services are provided for informational purposes only, and on an "as is" and “as available” basis without warranties of any kind. To the fullest extent permitted by law, we do not make any representations or warranties of any kind whatsoever in relation to the Services, the Content therein, or any part thereof, and hereby disclaim 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 Services, the Content, or any part thereof; and/or

6.1.2. that the Services, the Content, any part thereof, or any functions or features associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the Services and/or the Content are and will be free of all viruses and/or other malicious, destructive or corrupting code, programme or macro.

6.2. We 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, whether arising directly or indirectly from:

6.2.1. your access to or use of the Services, the Content, or any part thereof;

- 6.2.2. any loss or unavailability of access to or use of the Services, the Content or any part thereof, howsoever caused;
- 6.2.3. any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the Services and/or the Content;
- 6.2.4. any delay or interruption in the transmission of the Services, 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 Services and/or the Content,

regardless of whether we have been advised of the possibility of such damage or loss.

- 6.3. Information provided through the Services does not constitute professional advice and the Services may not cover all information available on a particular issue. Before using the Services, you shall perform your own checks or obtain professional advice relevant to your particular circumstances.
- 6.4. For the avoidance of doubt, nothing in the Services shall be considered an endorsement, representation or warranty of or by us with respect to any third party or any third party's content, products, services or otherwise. We make no representations or guarantees regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such third party content, products, services or otherwise and any use or reliance on the same by you is solely at your own risk.
- 6.5. Notwithstanding anything to the contrary, no action may be brought by you against us, under these Terms or related to the Services, more than one (1) year after the cause of action arose.

7. Hyperlinks

- 7.1. Insofar as the Services provides a hyperlink to material not maintained or controlled by us, we shall not be responsible for the availability or 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 us of the contents of or provider of the hyperlinked materials.

8. Privacy Statement

- 8.1. By subscribing to the Service you agree that personal data including your name, email address, mobile number and any other details you provide us for your subscription to the Services will be collected and stored by us and used for the process of managing your subscription and providing you with the Services. You agree that we can contact you via email and/or Whatsapp in order to provide you the Services.
- 8.2. Personal data collected from you for the purposes of the Services will be collected, used, disclosed and/or processed in accordance with our privacy statement which can be found at www.tech.gov.sg/privacy/.
- 8.3. Please refer to our Privacy Statement for more details. By using the Services, you hereby acknowledge that you have read and understood our Privacy Statement, and that you agree to the terms of the Privacy Statement for the Services as may be amended from time to time. The Privacy Statement forms part of these Terms.

9. Fees

- 9.1. There are currently no fees for accessing or using the Services. We reserve the right to introduce new fees from time to time. We are not responsible for any fees charged by any other Internet site, application, software, service, product or otherwise that is not provided by us.

10. Rights of Third Parties

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

11. Governing Law and Dispute Resolution

- 11.1. These Terms and the use of the Services shall be governed and construed in accordance with laws of Singapore.
- 11.2. Any dispute arising out of or in connection with these Terms or the use of the Services, including any question regarding the existence, validity or termination of these Terms, shall be referred to and finally resolved in the Courts of the Republic of Singapore and you hereby submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

This version of these Terms is dated November 2018