

Terms of Use

Updated as of 25 06 2025

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 outputs and contents (including 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**") ("**we**", "**us**" or "**our**" refers to GovTech).

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. We reserve the right to change these Terms of Use at our sole discretion and at any time. **Please read these 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 these Terms of Use as amended may manifest) such access or use shall constitute your agreement to these Terms of Use and any amendments to it.** It is your responsibility to ensure that you are familiar with the most updated version of the Terms of Use. We may, at our sole discretion and without prejudice to our other rights under this Clause 1.3, also amend these Terms of Use by providing you with notice effective immediately or such other time designated by us, and such notice may be provided by any means we deem appropriate (for example, by posting the notice through the Service, any website related to the Service, or by email) Your continued access to or use of the Service after the effective date of the amendments constitute your agreement to the amended version of these Terms of Use.

1.4. **If you do not agree to these Terms of Use (including any amendments thereto from time to time), please do not access or 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, 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 the Service.

3. Licence Terms and Restrictions

3.1. The Service is owned by, licensed to and controlled by us. Materials made available on or through the Service, is owned by, licensed to or managed by us. Please see Clause 4 (Third Party Materials) for more information.

3.2. Subject to these Terms of Use, we grant to you a non-exclusive, revocable, and non-transferable right to access and use the Service for personal, non-commercial or internal purposes only, and only for such use permitted by the functions of the Service and intended by us.

3.2A You must not, and must not authorise or permit any third party to:

3.2A.1 bypass or circumvent any technical restrictions or digital protection measures in the Service or attempt to circumvent any such restrictions or measures, including by jailbreaking;

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 party;

3.2A.4. remove or obscure the copyright, trademark and other intellectual property or 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 analysis 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;
or

3.2A.11. subject to Clause 1.5, provide third party access to the Service.

3.2B All express or implied rights to the Service not specifically granted herein are expressly reserved to us.

3.3. We have the right to:

3.3.1. Update or modify the Service from time to time;

3.3.2. Deny or restrict access to or use of the Service by any particular person without providing any reasons whatsoever; and

3.3.3. Discontinue or terminate the Service at any time without notice or liability to you whatsoever and without being liable for any damages or compensation, whereupon all rights granted to you hereunder shall also terminate forthwith. You must further upon notice from us return or destroy all copies of the Service or materials therein that you may have been provided with.

3.4. You must not interfere or attempt to interfere with the proper working of the Service or otherwise carry out any act that may disrupt or interfere with the proper operation of the Service, including imposing an unreasonable or disproportionately large load on our servers.

3A. Account Access and Security

3A.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 such authentication credentials.

3A.2 We shall be entitled, but are not obliged, to verify the identity of the person using the Service. Without prejudice to the foregoing, we are not under any duty to verify that any biometric identifier used with the Service, or on your device, belongs to you.

3A.3 We 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 having to give any reason for the same.

3A.4 We shall be entitled, but are not obliged, to act upon or rely on any instructions, information, transmissions of data, or communications received from your account in relation to your authentication credentials, as if such instructions, information, data or communications were issued by you, whether or not the same was authorized by you.

3A.5 For the avoidance of doubt, we shall not be responsible for any loss of whatever nature arising from unauthorized or unofficial use of your account or authentication credentials.

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 relating to the use of Third Party software or service (the "**Third Party Terms**"). The Third Party Terms shall be deemed to include any privacy policies and acceptable use policies as are applicable to you. We 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 us 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 us 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 distribution 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.

4.1A The terms set out in Annex 2 of Singpass' Terms of Use (<https://portal.singpass.gov.sg/home/ui/terms-of-use>) shall apply, and be read in accordance with this Clause 4.

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.** It is your responsibility to comply with the Third Party Terms. In particular, you are deemed to have notice of the Third Party Terms that we (under the Third Party Terms) are 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.

4.3. If the Third Party Terms require you to enter into an agreement directly with the Third Party, it is your responsibility to enter into such agreement with the Third Party. 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 sublicense from us to you. In such cases, your licence is deemed to be 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 us to incorporate certain terms in these Terms of Use (inclusive of terms which impose any minimum or maximum standards herein, and 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 us to give you notice of certain rights and liabilities or require us 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 us 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.

4.6. For the avoidance of doubt, without prejudice to Clause 4.4, in relation to the access or use of software or services of a Third Party, 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 us beyond that stated in Clause 6.

4.7. Without prejudice and in addition to the foregoing, we 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 us 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 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 us. Such waiver shall also extend to our licensees, assigns and successors-in-title.

5.4. Please also see clause 8 (Privacy Statement).

5A. Ownership of Feedback/Requests/Suggestions

You retain all title and interest in any feedback, request or suggestion from you concerning the Service but agree to grant a non-exclusive worldwide, perpetual and royalty-free licence to us to reproduce and use such feedback, request or suggestion.

5B. Confidentiality

5B.1 If you receive information or data (in whatever form) from us or a Third Party which is designated to be confidential or proprietary or is otherwise reasonably understood to be confidential or proprietary (collectively, “**Confidential Information**”), you must not use, disclose or reproduce the Confidential Information except for the purpose for which it was provided to you, unless you have obtained our prior written consent or that of the Third Party (as the case may be). In all cases, you must protect Confidential Information to the same extent you protect your own confidential information but in no event less than a reasonable standard of care, to prevent any unauthorised access to Confidential Information. You must ensure that any recipients to whom Confidential Information is made available comply with the obligations contained in this Clause 5B.

5B.2 You must destroy any Confidential Information immediately upon request by us or the Third Party.

5B.3 You shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by you pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided that you must, to the extent practicably possible and permissible by law or regulations, give us or the Third Party prompt and prior notice of any such requirement and must cooperate with us or the Third Party to limit the scope of such disclosure to the maximum extent legally possible.

5B.4 If you have reasonable grounds to suspect the unauthorised use, access, disclosure or reproduction of Confidential Information, you must immediately notify us or the Third Party of the same and cooperate at your own cost to limit the extent and impact of such breach.

5B.5 Nothing in this Clause 5B shall prejudice our or the Third Party’s other rights at law, or under the Third Party Terms.

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, we do not make any representations or warranties of any kind whatsoever in relation to the Service and hereby disclaim all express, implied and 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; and

6.1.2. 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 other malicious, destructive or corrupting code, programme or macro.

6.2. We shall 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 the Service, or any part thereof, or of any service provided by a Third Party;

6.2.2. any loss of access or use of the Service or any part of this Service, howsoever caused;

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

6.2.4. any delay or interruption in the transmission of the Service, whether caused by delay or interruption in transmission over the internet or otherwise;

6.2.5. any decision made or action taken by you or any third party in reliance upon the Service; or

6.2.6 any unauthorised access, management or use of your account.

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 services not provided by us (including a service provided by a Third Party), we make no representation or warranty in relation to such products, software, materials and 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 must not rely on any part of the Service to claim or assert any form of legitimate expectation against us. We 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 agree to defend and indemnify and keep us and our officers, employees, agents and contractors indemnified 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, your access or use of any service provided by a Third Party 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 or export sanctions (wherever in the world) applicable to you, and that you must not transmit any malicious code, illegal, infringing or undesirable content or materials to us or our agents or any Third Party.

6.6. We shall have the right to take any and all necessary actions or omissions to protect our interests, including complying with any legal requirements (such as taking down, disabling and disabling access to, removing (permanently or temporarily), and restoring (including restoring access to) any materials contained in, accessed through, uploaded to, or made available via the Service in response to any take-down or restoration notices). You agree that we are 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 or omissions taken by us.

6.7. Without prejudice and in addition to our other rights:

6.7.1. in no event shall our 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 us (and not paid or given to any Third Party by us) from you for the Service in the 12 months preceding the date of the first cause of action.

7. Hyperlinks

7.1. The Service contains hyperlinks to other sites ("**Linked Sites**"). Clicking on the hyperlinks will let you leave the Service and access the Linked Sites. The Linked Sites are not under our control and we are not responsible for the contents, information and uptime of any Linked Site, or any changes or updates to the Linked Sites. Use of the Linked Sites 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 Linked Sites or of its contents and information.

7.2. Caching and hyperlinking to, and the framing of, any part of the Service is prohibited except where you have obtained our prior written consent. Such consent may be subject to any conditions as may be determined by us in our 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. We reserve 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 us, 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 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, which is available at [<https://apply.gov.sg/privacy>]. The Government Agency Privacy Statement will form part of these Terms of Use.

9. Rights of Third Parties

Other than the rights of the Third Party under this Terms of Use, a person who is not a party to this Terms of Use shall have no right under the Contract (Rights of Third Parties) Act 2001 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.

10. Assignment

10.1. You must not assign or sub-contract this Terms of Use without our prior written consent.

10.2. We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of the Service and this 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.

10A. Severability

In the event any provision in the Terms of Use is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Terms of Use and the legality, validity and enforceability of the remainder of the Terms of Use shall not be affected.

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 us and the provision or interpretation which is more favourable to us shall prevail. Notwithstanding any other term, we have the sole and absolute discretion to determine which term or interpretation is more favourable to us 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 or understandings between us and yourself. Except for amendments by us 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 our part 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 us 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 us 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.

11. Governing Law and Dispute Resolution

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

11.2. Subject to clause 11.3, any dispute arising out of or in connection with these Terms of Use, including any question regarding its existence, validity or termination, ("**Dispute**") 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.

11.3. We may, at our sole discretion, refer any Dispute 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. The arbitrator shall be agreed upon between parties, or on failure to agree within thirty (30) days after a written proposal by one party to the other party, be appointed by the SIAC acting in accordance with the SIAC Rules.

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.

11.3.5. This arbitration agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

11.3.6 Where we are the defendant or respondent, we shall be given at least 30 days before the commencement of any legal action against us to elect to exercise the right herein to have the dispute submitted to arbitration. This right to elect shall not prejudice our 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 us during the said period.

SCHEDULE

1. **Name of Service:** SupportGoWhere
2. **Nature of Service**
 - a. SupportGoWhere is a comprehensive online platform designed to assist individuals in accessing social and government support services. The platform consists of the following tools:
 - i. **Support Directory:** A directory of the various social and government support schemes services that are available.
 - ii. **Smart Recommender for Seniors (Beta):** A recommender engine powered by AI to recommend relevant social and government support schemes and services based on your inputs.
 - iii. **Care Services Recommender:** A rule-based recommender engine to recommend relevant social and government support schemes and services based on your answers to a list of questions.
 - iv. **Support For You Calculator:** A rule-based recommender engine for individuals and households to estimate the benefits they may receive during Budget announcements.
 - v. **Support Recommender:** A rule-based recommender engine to recommend relevant social and government support schemes and services based on your answers to a list of questions.
 - vi. **Application:** Online application for various social and government support schemes that are available.
3. **Special terms**
 - a. The Service does not collect, store or process any data entered into the fields of your websites and applications.
 - b. Any data used for generating accessibility reports is anonymised prior to use, ensuring no identifiable information is included in the reports or retained by us. Such anonymised data is processed solely for the purpose of generating suggestions to resolve accessibility issues.
 - c. You shall not, in the course of using the Service, access information or data of the users of your websites and application if such information or data would not otherwise be accessible to you. You shall not use the Service in any matter that is contrary to any applicable laws or regulations.

- d. We are not responsible for any misuse of the Service by the user, including unauthorized data processing or access. Users are solely responsible for ensuring compliance with applicable laws in their use of the Service.
- e. By using the Service, and without prejudice to our other rights in the Terms of Use, you acknowledge the following:
 - a. The outputs generated by large language models (“LLMs”) are based on a statistical model. The outputs may not be factually accurate.
 - b. We are not responsible for the completeness, correctness and/or quality of the outputs generated by the Service and we shall not be liable to you for any damage or loss of any kind whatsoever and howsoever caused by your use of the Service and the outputs generated.
- f. By using this Service, you acknowledge and consent that the personal data retrieved from MyInfo may be used not only for pre-filling application forms but also for verification of eligibility statuses within the respective Approved Recipients’ systems. Such verification may include cross-checking eligibility indicators (e.g. status results) maintained within the relevant Approved Recipients’ databases to determine the applicant’s eligibility for the requested service. If you do not consent to this, you should not proceed with using MyInfo for the Service and may choose to manually enter your details instead.

In this sub-clause (f):

"Approved Recipients" means the Specified Entities and third parties requesting for your information, and that are approved by you to receive your Profile Data upon your authorisation.

"Specified Entity" means the following:

1. the Government of Singapore,
2. any ministry, government department or organ of state within the Government of Singapore;
3. any department, commission, authority, agency or other body operated by or accountable to the Government of Singapore or any ministry, government department or organ of state within the Government of Singapore; or
4. any organisation established by or under written law to perform or discharge any public function under the supervisory charge of a ministry or organ of state,

and “Specified Entities” means all of the aforementioned.

4. Service Downtime

Without prejudice to our rights under the Terms of Use:

- a. The Service may not be operational due to scheduled/routine maintenance. We may provide you with reasonable advance notice of such maintenance, including but not limited to banners on the website or application for the Service.
- b. Notwithstanding para 4(a), we shall not be responsible for any downtime in the Service whatsoever.

5. Data Management

- a. You bear full responsibility for all information, data and materials (including their derivatives) which we may access or receive from you, in the course of providing the Service ("**Your Data**").
- b. You shall ensure that you have the necessary rights to provide, upload, supply, and transmit Your Data to or through the Service and that Your Data does not contain any malicious or unauthorized code, virus, trojan horse, worm, logic bomb or other software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware or data, or to perform any such actions.
- c. You further grant to us, and shall ensure we are granted, the right to perform malware and data scans, process, copy, or duplicate Your Data or metadata, code and files, only for and to the extent necessary for the purpose of providing and improving the Service.

6. Third party software/services

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