

Terms of Use

GatherSG

1. General

- 1.1** Welcome to GatherSG. These Terms of Use (“**Terms**”) govern your Use of GatherSG and GatherSG Materials. Please read these Terms carefully.
- 1.2** By Using GatherSG or GatherSG Materials, you are agreeing to these Terms. Any non-compliance with these Terms may result in civil or criminal liability. If you do not agree to these Terms, please do not Use GatherSG or GatherSG Materials.
- 1.3** GatherSG and GatherSG Materials are provided by the Government Technology Agency on behalf of the Government of Singapore (“**we**”, “**us**” or “**our**” refers collectively to the Government of Singapore and Government Technology Agency). If you have any question about these Terms, GatherSG or GatherSG Materials, please contact us at —

Government Technology Agency
Email: GatherSG@tech.gov.sg
Address: 10 Pasir Panjang Road, #10-01
Mapletree Business City
Singapore 117438

- 1.4** Before you Use GatherSG or GatherSG Materials, please check that you are Using —
- (a) GatherSG and GatherSG Materials that are from a legitimate source (i.e. the Website); and
 - (b) GatherSG and GatherSG Materials that are operated and/or published by us.

If you Use GatherSG or GatherSG Materials that are not from a legitimate source or not operated or published by us, we will not be responsible for anything that results from such Use.

- 1.5** These Terms only govern the relationship between us and you. The dealings between you and any other third party are not governed by these Terms. The extent to which GatherSG is Used by you may be subject to Third Party Terms as described in Clause 6.

2. Interpretation

- 2.1** In these Terms, unless otherwise defined or unless the context otherwise suggests, when the following words and phrases are Used, they will have the following meanings:

“**Account**” refers to the account which you have with us for purposes of GatherSG or GatherSG Materials.

“**Compatible Device**” means a Device which meets or exceeds the requirements prescribed by us from time to time.

“**Content**” means any and all data, information, images, text, messages, notifications, digital content and/or media that may be uploaded, created, produced, generated, stored and/or transmitted through the Use of GatherSG or GatherSG Materials.

“Device” means a computer, laptop, mobile phone, smartphone, tablet, phablet, kiosk or other device from which GatherSG can be accessed and Used.

“GatherSG” means the electronic service provided by GovTech [a one-stop Case Management System to facilitate productive coordination and collaboration across multiple agencies], and includes its related websites, channels or platform, as may be designated by us from time to time.

“GatherSG Materials” means any and all products, services, features, works of authorship, documents, software, application programming interface (API), content, know-how, inventions, processes, designs and any other subject matter or materials, in whatever form or medium (including digital equivalents of all the aforementioned subject matter) supplied or made available to you in connection with GatherSG.

“Government Technology Agency” means the Government Technology Agency, a body corporate established under the Government Technology Agency Act (Act 23 of 2016).

“Guidelines” means any and all additional terms, instructions, guidelines, directions and/or policies with respect to any operational or technical details or FAQs regarding GatherSG and/or GatherSG Materials, as may be issued or amended by us from time to time.

“Intellectual Property Rights” means any and all rights existing from time to time, whether existing now or in the future, under any trademark law, copyright law, patent law, trade secret law and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, or capable of protection in any relevant country in the world.

“Login Credentials” means the Username, Passcode and/or any other unique login identification credentials issued, prescribed or otherwise approved by us in accordance with Clause 4.2 to allow you to access or Use GatherSG.

“Organisation” means a company, partnership, association or other organisation or body corporate.

“Password” means the password set up by you for Use with your Account on GatherSG.

“PDPA” means the Personal Data Protection Act 2012 (No. 26 of 2012).

“personal data” has the same meaning as set out in the PDPA.

“Public Agencies” means the Government of Singapore and statutory boards.

“Use”, “Uses”, “Using”, “Used” in relation to GatherSG or GatherSG Materials includes downloading, installing, accessing, operating or Using GatherSG or GatherSG Materials.

“Username” refers to the unique login identification name or code which identifies you.

“Website” refers to <http://gather.gov.sg> or such other website as may be specified by us from time to time.

2.2 Unless the contrary intention appears —

- (a) headings are inserted for convenience only and do not affect the interpretation of these Terms;
- (b) words importing the singular include the plural and *vice versa*;
- (c) references to persons are to be construed as references to an individual or a body corporate as the context requires;
- (d) the words, “include” “includes” and “including” are to be read as if they are followed by the phrase “without limitation”;
- (e) any reference to “**GatherSG**” includes a reference to “*part of GatherSG*” and any reference to “**GatherSG Materials**” includes a reference to “*part of GatherSG Materials*”; and
- (f) any reference to any Act of Parliament includes any amendment, replacement or re-enactment to that Act and includes any subsidiary legislation made under that Act.

3. Usage Terms

- 3.1** You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the access to and/or Use of GatherSG (including the Guidelines), any amendments to the aforementioned issued by us from time to time, as well as any applicable laws and regulations. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Website.
- 3.2** Subject to Clause 3.3 and unless otherwise authorised by us, we grant you a non-exclusive, limited, revocable, non-sub-licensable and non-transferrable right to Use GatherSG and GatherSG Materials for your personal and/or non-commercial Use only.
- 3.3** If you Use GatherSG or GatherSG Materials on behalf of an Organisation, you represent and warrant that you have been authorised —
 - (a) to Use GatherSG and GatherSG Materials on behalf of the Organisation; and
 - (b) to bind the Organisation to these Terms.

In such circumstances, any reference to “*you*” in these Terms will include your Organisation.

- 3.4** You agree that you will not, directly or indirectly,
 - (a) modify, reverse-engineer, decompile, adapt, publish, redistribute or interfere with or intercept any transaction which is part of GatherSG or GatherSG Materials (including authentication, password issuance and reset services);
 - (b) Use GatherSG for any commercial purpose or for the benefit of any third party (save where authorised by us), including renting, selling, leasing or directly or indirectly charging others for Use of GatherSG;
 - (c) reproduce or make any copies of the GatherSG Materials, including any software therein;

- (d) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of GatherSG and the GatherSG Materials, including any feature that:
 - (i) prevents or restricts access or Use of any particular functionality or feature of GatherSG and GatherSG Materials;
 - (ii) prevents or restricts the access or Use of any Account; or
 - (iii) prevents or restricts the access to, or Use of any Content that is made available or accessible through GatherSG;
- (e) access, log into or Use any Account that is not yours, or which you are not validly authorised to access, log into or Use;
- (f) misrepresent or make false or misleading claims regarding GatherSG or the GatherSG Materials;
- (g) Use GatherSG or GatherSG Materials for any illegal activity, unlawful purpose, or purposes prohibited by these Terms or in breach of these Terms;
- (h) Use any device, software, exploits, or routine, including any virus, Trojan horse, worm, time bomb, robot, spider, data-mining or data scraping tool or cancel bot intended to damage or interfere with the proper operation of GatherSG or GatherSG Materials or to intercept or expropriate any Content or personal data from GatherSG or GatherSG Materials;
- (i) Use GatherSG or GatherSG Materials in any manner that could damage, disrupt, disable, overburden, or impair the operation of GatherSG or GatherSG Materials or interfere with any person's Use of GatherSG or GatherSG Materials;
- (j) while Using GatherSG or GatherSG Materials, upload, post or transmit any Content of any type that —
 - (i) is contrary to any law, statute or subsidiary legislation;
 - (ii) is false, offensive, defamatory, inaccurate, misleading or fraudulent; or
 - (iii) infringes or violates the rights of any person;
- (k) Use GatherSG or GatherSG Materials to access data not intended for you; and
- (l) solicit password or personal data from any person or entity for purposes of accessing or Using GatherSG.

4. Access to GatherSG and your Account

- 4.1** The features and functionalities of GatherSG and GatherSG Materials are accessible with an Account. Unless otherwise authorised or permitted by us, you must register for an Account via the Website or log into your existing Account to Use such features or functionalities. You agree that you will only obtain and maintain one Account and one set of Login Credentials, as we will only recognise one Account per individual. Your initial Login Credentials may be provided by

us to you and you may be required to create new Login Credentials when you set up your Account. All Login Credentials provided by you will be subject to our approval.

4.2 You can access GatherSG and GatherSG Materials with the Use of your Login Credentials. You are responsible for the confidentiality, safekeeping and security of your Account details, including your Login Credentials that is required to access your Account. For example, —

- (a) you should take appropriate steps to keep your Device, the information and software stored on your Device secure, including clearing your browser cookies and cache before and after Using GatherSG; and
- (b) you must not share your Login Credentials with anyone else.

You must notify us immediately if you know or suspect the confidentiality of your Login Credentials or Account has been compromised or accessed without your permission. To protect the confidentiality of your Login Credentials and Account, we may require you, from time to time, to change your Password and you agree to do so when required. If we are investigating suspected misconduct, or if you do not comply with these Terms, we may disable your Login Credentials without giving any reason or prior notice. We are not liable or responsible for any loss or damage arising out of or in connection with your Login Credentials being disabled.

4.3 You agree that —

- (a) you will be liable and responsible for any transaction or activity conducted through, or purported to be conducted through, your Account;
- (b) any —
 - (i) Use or purported Use of GatherSG or GatherSG Materials; and
 - (ii) information, data, instructions or communications, whether or not authorised by you, referable to your Login Credentials,

will, as the case may be, be deemed to be —

- (A) Use of GatherSG or GatherSG Materials by you; and
- (B) information, data, instructions or communications transmitted and validly issued by you; and
- (c) you will be responsible for any —
 - (i) Use or purported Use of GatherSG or GatherSG Materials; and
 - (ii) information, data, instruction or communication, whether or not authorised by you, referable to your Login Credentials, and we may act upon, rely on and hold you responsible and liable, as if the same were carried out, transmitted or issued by you.

4.4 We are under no obligation, nor are we able, to verify the authenticity of any transaction and activity conducted through your Account, or the identity of the person logging into and Using your Account and you agree that we may act upon, rely on or hold you solely responsible and

liable, as if the same were conducted by you. You agree that you will not hold us responsible or liable, in any way whatsoever, for losses, costs, expenses or damages suffered or incurred by you or any third party if there is any unauthorised Use of your Account.

- 4.5** You will exercise reasonable care to prevent the loss, disclosure or unauthorised use of any Device, and/or Passcode. We will not be responsible or liable for any loss caused to or damage suffered by you if any person should obtain possession of any Device and obtains information about you and/or your Account or carries out transactions through your Account.

5. Reservation of Rights

- 5.1** We reserve the right to change, modify or supplement these Terms at our discretion and at any time, by posting the changed, modified or supplemented Terms on or through the Website, or through such other means as we may deem appropriate. Your continued Use of GatherSG or GatherSG Materials following the posting of any change, modification or supplement will constitute your acceptance of such change, modification or supplement. If you do not agree to any change, modification or supplement to these Terms, please do not Use GatherSG or GatherSG Materials.

- 5.2** We reserve the right to —

- (a) update, enhance, upgrade, reduce, or otherwise modify or vary GatherSG and GatherSG Materials, at any time, for any reason, with or without notice to you. These Terms will apply to all such updates, enhancements, upgrades, reductions, modifications or variations to GatherSG and GatherSG Materials;
- (b) suspend Use of GatherSG or GatherSG Materials, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
- (c) deny or restrict Use of GatherSG or GatherSG Materials to you without ascribing any reasons and without liability to you whatsoever; and/or
- (d) discontinue or terminate GatherSG or GatherSG Materials, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately.

- 5.3** Without limiting Clause 4.5, if your Use of GatherSG or GatherSG Materials is in breach of these Terms, we may immediately disable your Login Credentials and terminate your Account and your Use of GatherSG or GatherSG Materials without notice and to take all such action as we consider appropriate, desirable or necessary.

- 5.4** We retain the discretion in determining whether or not to provide maintenance and support services for GatherSG or GatherSG Materials, and if so, the type and nature of such maintenance and support services.

- 5.5** You agree that without limiting Clause 4.3 we may, at our discretion, and without stating any reasons whatsoever, take such verification measures which may include —

- (a) measures that require you to prove your identity or confirm or validate the actions conducted on your Account by alternative means; and

- (b) measures declining or delaying to act on actions conducted on your Account until your identity has been verified or such actions have been validated or confirmed in accordance with Clause 5.5(a) above.

Please note that we will never ask you for your Login Credentials, whether as a verification measure or otherwise.

- 5.6** For the avoidance of doubt, we will not be under any obligation to take any verification measure in Clause 5.5. We will not be responsible or liable for any loss, liability or expense suffered or incurred by you arising, directly or indirectly, from any verification measure taken by us in accordance with Clause 5.5.

6. Third Party Terms

- 6.1** GatherSG may require, enable, provide, or facilitate access to or Use of websites, software or services of a third party ("**Third Party**"). In such an event, there may be terms governing the use of such Third Party websites, software or services (the "**Third Party Terms**") that will bind either us or you or both.

- 6.2** 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 terms that we (under the Third Party Terms) are required to notify you of, and you agree to be bound by all the obligations in the Third Party Terms which are applicable to you as the end user.

- 6.3** If the Third Party Terms require you to enter into an agreement directly with the Third Party, then you agree to enter into such agreement, and in any event, to be legally bound by the Third Party Terms.

- 6.4** If the Third Party Terms require us to incorporate certain terms in these Terms (inclusive of terms which impose any minimum or maximum standards, or terms described in Clause 6.5), 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. For the avoidance of doubt, in the event of any inconsistency between any of the Incorporated Terms and any provision of these Terms, these Terms will prevail to the extent of the inconsistency.

- 6.5** Some Third Party Terms grant the Third Party, or require us to grant the Third Party, direct rights of enforcement of these Terms as a third party beneficiary, against you. Such Third Party Terms are deemed to have been incorporated into these Terms as Incorporated Terms, and you agree to grant such Third Party, such direct rights of enforcement against you.

- 6.6** You agree to indemnify and keep us and the relevant Third Parties harmless against all claims, actions, 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 such Third Party website, software or service or your non-compliance with the Third Party Terms or Incorporated Terms which causes us or the relevant Third Parties to breach any of the Third Party Terms.

- 6.7** You will not hold us or the relevant Third Parties liable for any damage or loss of any kind caused as a result (direct or indirect) of the Use of such Third Party website, software or service,

including any damage or loss suffered as a result of reliance on the contents contained in or available from such Third Party website, software or service.

- 6.8** For the avoidance of doubt, nothing in GatherSG or GatherSG Materials will 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, even where the Third Party website, software or service may require the Use of GatherSG. We make no representation or guarantee regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such Third Party content, product, service or otherwise and any Use or reliance on the same by you is solely at your own risk.

7. Intellectual Property

- 7.1** You acknowledge that we, or a relevant Third Party, own all titles, rights and interest, including Intellectual Property Rights, in and to GatherSG and GatherSG Materials, including any software therein, and any Content made available or accessible via GatherSG. You will not do or permit any act which is directly or indirectly likely to limit our rights, title or interest, or that of a relevant Third Party (as the case may be), in and to the same. Unless otherwise expressly permitted by law, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, GatherSG or GatherSG Materials. Without limiting the foregoing, you will not Use in any way and will not reproduce any trademark, logo, trade name and similar mark that are associated with GatherSG, without our prior written consent, or that of the relevant Third Party (as the case may be).
- 7.2** You also agree to not remove, obscure, or alter our or any relevant Third Party's copyright notice, trademark, or other proprietary right notice contained within, applied to or made available or accessible in conjunction with or through GatherSG.
- 7.3** We do not represent or warrant that the Use of GatherSG or GatherSG Materials by you will not constitute an infringement or misUse of any third party right, including Intellectual Property Rights.
- 7.4** No part of GatherSG or GatherSG Materials may be reproduced or reUsed without our prior written permission.

8. Generated Content

- 8.1** You may be required to create, generate, submit or transmit certain Content in the course of your access or use of GatherSG ("**Generated Content**"). Examples of such content include, but are not limited to, personal details, contact details, case notes, feedback and other information provided by you when accessing or using GatherSG. You acknowledge and agree that all Generated Content shall be owned by us and that you do not claim any ownership over any of the same. Generated Content will be deemed non-confidential and we will have no obligation to you or any third party with respect to such Generated Content, and will be free to use and exploit such Generated Content in any form or manner, for any purpose, and without payment of any consideration.
- 8.2** We shall have the right to remove and delete any of Generated Content, at any time, for any or no reason whatsoever, and without notice and further liability to you. We shall not be liable to you in any way whatsoever for any of the aforesaid.

9. Your Consent to Access Functions of Your Device

9.1 Use of GatherSG or GatherSG Materials via your Device may require you to —

- (a) have an adequate Internet connection;
- (b) have a Compatible Device; and
- (c) allow access by GatherSG or GatherSG Materials to certain functions of your Device where such functions are available, such as the Device's device type and model, push notifications, the obtaining or sharing of your location, or the collection of data from you in connection with GatherSG or GatherSG Materials. Please also see Clause 12 (Privacy Statement). Your Use of GatherSG or GatherSG Materials will constitute your consent to the access by GatherSG or GatherSG Materials of such functions of your Device as may be reasonably required by GatherSG or GatherSG Materials.

9.2 You may not be able to Use certain functionalities of GatherSG or GatherSG Materials if you do not comply with the requirements set out in Clause 9.1.

10. Disclaimers against Warranty, Representation and Liability

10.1 GatherSG and GatherSG Materials are provided on an “*as is*” and “*as available*” basis without warranty of any kind. The accessibility and operation of GatherSG and GatherSG Materials may rely on technologies outside our control. To the extent permitted by law, we do not make any representation or warranty of any kind whatsoever in relation to GatherSG or GatherSG Materials and 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 any representation or warranty —

- (a) as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of GatherSG or GatherSG Materials; or
- (b) that GatherSG or GatherSG Materials or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that GatherSG or GatherSG Materials and their servers are and will be free of virus or other malicious, destructive or corrupting code, programme or macro.

10.2 We will not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including any direct or indirect, special or consequential damage, loss of income, revenue or profit, lost or damaged data, or damage to your Device, software or any other property, whether arising directly or indirectly in connection with —

- (a) your Use of GatherSG or GatherSG Materials;
- (b) any loss or unavailability of Use of GatherSG or GatherSG Materials, howsoever caused;
- (c) any breakdown or malfunction of any equipment system or software used in connection with GatherSG, whether belonging to us or not, including but not limited to any

electronic terminal, server or system, or telecommunication or other communications network or system;

- (d) any use, misuse, purported use or misuse or unauthorised use of GatherSG or GatherSG Materials;
- (f) your computer or hardware or any other device not working or functioning properly;
- (g) any inaccuracy or incompleteness in, or error or omission in the transmission of GatherSG Materials or any Content made available or accessible via GatherSG, GatherSG Materials;
- (h) any delay, failure, or interruption in the transmission of the GatherSG Materials or any Content made available or accessible via GatherSG or GatherSG Materials, whether caused by delay, failure, or interruption in transmission over the internet or otherwise;
- (i) any decision made or action taken by you or any third party in reliance upon GatherSG, GatherSG Materials or any statement, opinion, representation, information or any Content made available or accessible via GatherSG, or GatherSG Materials; or
- (j) any virus or other malicious, destructive or corrupting code, programme or macro in GatherSG or GatherSG Materials.

10.3 Insofar as GatherSG or GatherSG Materials facilitate or require the provision, Use or functioning of, or are provided in conjunction with, other products, software, materials and/or services, we make no representation or warranty in relation to such other products, software, materials and/or services (including any representation or warranty as to timeliness, reliability, availability, interoperability, quality, security, fitness for purpose, non-infringement, suitability or accuracy).

10.4 You acknowledge that your Use of GatherSG or GatherSG Materials contains the possibility of human and machine errors, inaccuracies, omissions, delays, unavailability and losses, including the inadvertent loss of data or Generated Content which may give rise to loss or damage suffered by you, and you agree that you will not hold us liable in any way whatsoever for the said loss or damage. You agree that you Use GatherSG, GatherSG Materials or any Third Party website, software or service made available in conjunction with or through GatherSG or GatherSG Materials at your own discretion and risk and that you will be responsible for any loss or damage suffered by you and to your Device, or loss, damage to or corruption of data that results from the Use of GatherSG, GatherSG Materials or Third Party website, software or service.

10.5 You will not rely on GatherSG or GatherSG Materials to claim or assert any form of legitimate expectation against us, whether or not arising out of or in connection with our roles and functions as a public authority.

10.6 Information provided through GatherSG Materials does not constitute professional advice and GatherSG Materials may not cover all information available on a particular issue. Before Using GatherSG Materials, you will perform your own checks or obtain professional advice relevant to your particular circumstances.

10.7 Without prejudice to the foregoing, no action may be brought by you against us, under these Terms or related to GatherSG and/or the GatherSG Materials, more than one (1) year after the cause of action arose.

11. Hyperlinks

11.1 For your convenience, GatherSG Materials may provide hyperlinks or other forms of shortcuts (collectively, "**Shortcuts**") which enable you to access and be re-directed to, websites, services, products, or other materials, of third parties, which are not maintained or controlled by us (collectively, the "**Re-Directed Materials**"). Where any Third Party Terms apply to such Re-Directed Materials, you are expected to read and comply with such Third Party Terms and Clause 6 will apply.

11.2 Insofar as GatherSG Materials provide Shortcuts to any Re-Directed Materials, we will not be responsible for the availability or content of the Re-Directed Materials and will not be liable for any damages or loss arising from your access to or Use of the Re-Directed Materials. Use of Shortcuts and access to such Re-Directed Materials are entirely at your own risk. Shortcuts 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 Re-Directed Materials.

11.3 Hyperlinking to and framing of GatherSG Materials are prohibited unless you have obtained our prior written consent. If you hyperlink to or frame GatherSG Materials, that will constitute your acceptance of these Terms. If you do not accept these Terms you must immediately discontinue hyperlinking to or framing of GatherSG Materials.

11.4 We reserve all rights:

11.4.1 to disable any links to, or frames of, any materials which are unauthorised (including 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

11.4.2 to disclaim responsibility and/or liability for materials that link to or frame any part of the GatherSG Materials.

12. Privacy Statement

12.1 During your Use of GatherSG and GatherSG Materials, we may be required to collect, store, Use, disclose or process personal data belonging to you, or that may relate to a third party individual and that is provided by you. In this regard, we will collect, Use, store, disclose or process such personal data in accordance with our privacy statement which can be found on or through the Website (the "**Privacy Statement**").

12.2 Please refer to our Privacy Statement for more details. By Using GatherSG or GatherSG Materials, you acknowledge that you have read and understood our Privacy Statement, and that you agree to the terms of the Privacy Statement as may be amended from time to time. The Privacy Statement forms part of these Terms.

12.3 For the avoidance of doubt, the personal data belonging to you, or that may relate to a third party individual and is provided by you, may be collected, Used, disclosed and/or processed

for the purposes set out in the Privacy Statement, including any purpose that may be notified by us to you from time to time.

13. Fees

- 13.1** There are currently no fees for Using GatherSG or GatherSG Materials. We reserve the right to introduce new fees from time to time. We are not responsible for any fee charged by any other Internet site, application, software, service, product or otherwise that is not provided by us.

14. Updates

- 14.1** From time to time, we may issue, release or provide updates/upgrades to, or new versions of, GatherSG or GatherSG Materials ("**Updates**"). Such Updates may take place and be implemented automatically, or may require action on your part. Please note that GatherSG and GatherSG Materials may not operate properly or at all if the Updates are not installed or implemented by you. For the avoidance of doubt, we do not guarantee that such Updates will be made available on, or that such Updates will continue to be compatible with your existing Device or its operating system.

15. Rights of Third Parties

- 15.1** Subject to the rights of any Third Party for which Clause 6.5 applies, a person who is not a party to these Terms will have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise to enforce any of its terms.
- 15.2** These Terms may be varied without seeking the consent of any third party.

16. Assignment

- 16.1** You may not assign or sub-contract these Terms without our prior written consent.
- 16.2** We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of GatherSG, GatherSG Materials or these Terms, without notifying you and without further reference to you. Your acceptance of these Terms will also constitute your consent to such assignment, novation, transfer or sub-contract.

17. Governing Law and Dispute Resolution

- 17.1** These Terms and the Use of GatherSG and the GatherSG Materials will be governed and construed in accordance with the laws of Singapore.
- 17.2** Subject to Clause 17.3, any dispute arising out of or in connection with these Terms or the Use of GatherSG or GatherSG Materials, including any question regarding the existence, validity or termination of these Terms, will be referred to and finally resolved in the Courts of the Republic of Singapore and you submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.
- 17.3** We may, at our discretion, refer any dispute referred to in Clause 17.2 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 —

- (a) the seat of the arbitration will be Singapore;
- (b) the tribunal will consist of one (1) arbitrator to be agreed upon in accordance with the SIAC Rules, except that if no agreement is reached within thirty (30) calendar days after receipt by one party of such a proposal from the other, the arbitrator will be appointed by the Chairman of the SIAC;
- (c) the language of the arbitration will be English; and
- (d) all information, pleadings, documents, evidence and all matters relating to the arbitration will be confidential.

17.4 Where we are the defendant or respondent, we will have at least thirty (30) calendar days before the commencement of any legal action against us to elect to exercise the right under Clause 17 to have the dispute submitted to arbitration. This right to elect will not limit our right to a limitation defence and the period to exercise the right will not be abridged by reason of any accrual of a limitation defence in our favour during the said period.

18. Miscellaneous

18.1 Any termination of your Account, your Use of GatherSG or GatherSG Materials under these Terms (howsoever occasioned) will not affect the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

18.2 If any provision of these Terms is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then these Terms, including all remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included.

18.3 No delay in enforcing any provision of these Terms will be construed to be a waiver of any rights under that provision.

18.4 Any notice that we intend to give to you may be posted on the Website or sent to you to any contact information you may have provided us with through your Account or otherwise. You are deemed to have received notice of the same upon us posting or sending such notice to you.

This version of the Terms of Use is dated 15 April 2021