

# Terms of Use

## Moments of Life

### 1. General

1.1 Welcome to Moments of Life. These Terms of Use (“**Terms**”) govern your Use of Moments of Life and Moments of Life Materials. Please read these Terms carefully. In these Terms, words and phrases have the meanings given to them in Clause 2.1.

1.2 By Using Moments of Life or Moments of Life 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 Moments of Life or Moments of Life Materials.

1.3 Moments of Life and Moments of Life 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, Moments of Life or Moments of Life Materials, please contact us at —

Government Technology Agency

**Email:** [info@tech.gov.sg](mailto:info@tech.gov.sg)

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

1.4 Before you Use Moments of Life or Moments of Life Materials, please check that you are Using —

(a) Moments of Life and Moments of Life Materials that are from a legitimate source (i.e. Moments of Life App, Moments of Life Website or Approved Online Stores); and

(b) Moments of Life and Moments of Life Materials that are operated and/or published by us.

If you Use Moments of Life or Moments of Life 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 Moments of Life is Used by you may be subject to Third Party Terms as described in Clause 6.

### 2. Interpretation

2.1 In these Terms, unless the context otherwise suggest, 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 Moments of Life or Moments of Life Materials.

“**Approved Online Stores**” means (i) the official Apple App Store accessible at <https://www.apple.com/sg/ios/app-store/> or such other successor site; (ii) the official Google

Play accessible at <https://play.google.com> or such other successor site; and (iii) such other websites as may be specified by us from time to time.

**“Approved Recipient”** means the Public Agencies and third parties requesting for your information, and that are approved by you to receive your Profile Data upon your authorisation.

**“Approved Service Providers”** means the relevant Public Agencies and third parties approved by us to use Moments of Life as a means of electronic identification, authentication or authorisation for their online services (each a **“Specific Online Service”**).

**“Captured Face Data”** means the unique collection of data measurements of your face captured *“live”* electronically via Moments of Life App or through an Approved Service Provider for purposes of Moments of Life identification, authentication or authorisation. *“Captured Face Data”* may also include images or videos relating to your face captured *“live”* electronically via Moments of Life App or through an Approved Service Provider for the purposes of Moments of Life identification, authentication or authorisation.

**“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 Moments of Life or Moments of Life Materials.

**“Device”** means a computer, laptop, mobile phone, smartphone, tablet, phablet, kiosk or other device from which Moments of Life can be accessed and used.

**“Face Identification”** means each facial identification enrolled by a Face Recognition Feature on a Registered Mobile Device.

**“Face Recognition Feature(s)”** means such third party face recognition features designated as such by us from time to time, and will be deemed to include, unless otherwise notified by us, the face recognition feature of Apple’s iOS on Compatible Devices and the face recognition feature of Google Android on Compatible Devices. For the avoidance of doubt, Identiface is separate and distinct from, and does not constitute part of, Face Recognition Feature(s).

**“Fingerprint”** means each fingerprint enrolled by a Fingerprint Recognition Feature on a Registered Mobile Device.

**“Fingerprint Recognition Feature(s)”** means third party fingerprint recognition features designated as such by us from time to time, and will be deemed to include, unless otherwise notified by us, the fingerprint recognition feature of Apple’s iOS on Compatible Devices and the fingerprint recognition feature of Google Android on Compatible Devices.

**“Generated Content”** is defined in Clause 8.1.

**“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 Moments of Life and/or Moments of Life Materials, as may be issued or amended by us from time to time.

**“Identiface”** means our biometrics identification, authentication and authorisation service currently known as *“Identiface”* that utilises facial recognition technology. For the avoidance of doubt, Identiface is separate and distinct from, and does not constitute part of, Face Recognition Feature(s).

**“Identiface Credentials”** means the credentials issued upon the positive identification, authentication or authorisation of Captured Face Data against your facial data (including facial geometry, facial profiles and templates) enrolled with us for purposes of Identiface.

**“Incorporated Terms”** is defined in Clause 6.4.

**“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.

**“Moments of Life”** means the electronic identification, authentication, or authorisation service of the Government of Singapore known as “Moments of Life” through such Devices, websites, channels or platform, as may be designated by us from time to time.

**“Moments of Life 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 Moments of Life. **“Moments of Life Materials”** includes the following products, services and platforms:

- (i) MyInfo; and
- (ii) Identiface.

**“Moments of Life App”** means the mobile application designed to provide a one-stop, convenient platform for citizens to access personalised government services and information at key life stages, known as *“Moments of Life”*, from Approved Online Stores.

**“Moments of Life Password”** refers to the valid password that you use in conjunction with the Moments of Life Username to access Moments of Life or other password-protected or secure areas of Moments of Life.

**“Moments of Life Username”** refers to the unique login identification name or code which identifies you for purposes of the Moments of Life.

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

**“Login Credentials”** means the Moments of Life Username, Moments of Life Password, Moments of Life Passcode, Moments of Life App on the Registered Mobile Device, Identiface Credentials and/or any other unique login, identification or credential issued, prescribed or otherwise approved by us in accordance with Clause 4.1 to allow you to Use Moments of Life.

**“MyInfo”** refers to the data sharing platform under the name “MyInfo”, provided by the Government Technology Agency on behalf of the Government of Singapore, which you may use to authorise the automatic filling-out of e-forms of Approved Recipients with, among other things, your personal data. MyInfo is accessible, among other ways, at <https://www.singpass.gov.sg/myinfo/intro> or such other successor site.

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

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

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

**“Privacy Statement”** is defined in Clause 12.1

**“Profile Data”** means all data (including personal data) contained in your user profile under your Account and which may contain data populated by you through the use of MyInfo as well as other data from data source(s) approved by us.

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

**“Re-Directed Materials”** is defined in Clause 11.1.

**“Registered Mobile Device”** means a Compatible Device which has been registered or enrolled with us for use with Moments of Life App in connection with Moments of Life and your Account.

**“Shortcuts”** is defined in Clause 11.1.

**“SIAC”** is defined in Clause 17.3.

**“SIAC Rules”** is defined in Clause 17.3.

**“Specific Online Service”** is defined within the defined term **“Approved Service Providers”**.

**“Terms”** is defined in Clause 1.1.

**“Third Party”** is defined in Clause 6.1.

**“Third Party Terms”** is defined in Clause 6.1.

**“Updates”** is defined in Clause 14.1.

**“Use”, “Uses”, “Using” or “Used”** in relation to Moments of Life or Moments of Life Materials includes downloading, installing, accessing, operating or using Moments of Life or Moments of Life Materials.

## **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 “**Moments of Life**” includes a reference to “*part of Moments of Life*” and any reference to “**Moments of Life Materials**” includes a reference to “*part of Moments of Life 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 guidelines, notices, operating rules and policies and instructions pertaining to the Use of Moments of Life and Moments of Life Materials (including Guidelines), any amendments to the aforementioned issued by us from time to time, as well as any applicable laws and regulations. In addition, the following terms shall apply —

- (a) **in the case of Identiface:** the terms set out in Annex 1 of these Terms; and
- (b) **in the case of MyInfo:** the terms set out in Annex 2 of these Terms.

Third Party Terms as described in Clause 6 may also apply.

**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 Moments of Life and Moments of Life Materials for your personal and/or non-commercial use only.

**3.3** If you Use Moments of Life or Moments of Life Materials on behalf of an Organisation, you represent and warrant that you have been authorised —

- (a) to Use Moments of Life and Moments of Life 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 Moments of Life or Moments of Life Materials (including authentication, password issuance and reset services);
- (b) Use Moments of Life 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 Moments of Life;
- (c) reproduce or make any copies of the Moments of Life Materials, including any software therein;

- (d) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of Moments of Life and the Moments of Life Materials, including any feature that:
  - (i) prevents or restricts access or use of any particular functionality or feature of Moments of Life and Moments of Life 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 Moments of Life;
- (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 Moments of Life or the Moments of Life Materials;
- (g) Use Moments of Life or Moments of Life 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 Moments of Life or Moments of Life Materials or to intercept or expropriate any Content or personal data from Moments of Life or Moments of Life Materials;
- (i) Use Moments of Life or Moments of Life Materials in any manner that could damage, disrupt, disable, overburden, or impair the operation of Moments of Life or Moments of Life Materials or interfere with any person's Use of Moments of Life or Moments of Life Materials;
- (j) while Using Moments of Life or Moments of Life 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 Moments of Life or Moments of Life 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 Moments of Life.

#### **4. Access to Moments of Life and your Account**

**4.1** The features and functionalities of Moments of Life and Moments of Life Materials are accessible with an Account. Unless otherwise authorised or permitted by us, you must register for an Account via the Moments of Life Website or Moments of Life App 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 Moments of Life and Moments of Life 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 Moments of Life; 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 Moments of Life 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 and under the Specific Online Services;

(b) any —

- (i) Use or purported Use of Moments of Life or Moments of Life 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 Moments of Life or Moments of Life 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 Moments of Life or Moments of Life Materials; and
- (ii) information, data, instruction or communication, whether or not authorised by you, referable to your Login Credentials, and we (and the Approved Service

Providers) 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 under any of the Specific Online Services, or the identity of the person logging into and using your Account and you agree that we (and the Approved Service Providers) 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 or any Approved Service Provider 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 may only activate and maintain one Registered Mobile Device at any given time. Any subsequent activation would deactivate the previous one. To use Moments of Life App, you are required to activate Moments of Life App by registering your mobile device (which will be a Compatible Device) for Moments of Life App in accordance with our latest instructions, procedures and directions.
- 4.6** Once a mobile device (which will be a Compatible Device) has been registered for Moments of Life App in respect of your Account, information about your Account can be accessed using any Fingerprint, Face Identification or Moments of Life Password enrolled by, where applicable, the relevant Fingerprint Recognition Feature or Face Recognition Feature on the said Registered Mobile Device. We owe no duty to verify that each Fingerprint or Face Identification is your fingerprint or facial identification. All use or access of Moments of Life App referable to any Fingerprint, Face Identification or Moments of Life Password (whether such access or use is authorised by you or not) will be deemed to be use or access of Moments of Life App by you.
- 4.7** You agree that Moments of Life App may rely on Fingerprint Recognition Feature(s) or Face Recognition Feature(s) which are proprietary to third parties, and that use of such features may be subject to Third Party Terms as described in Clause 6.
- 4.8** You should not enrol any third party fingerprint or facial identification or permit any unauthorised third party to enrol their fingerprint or facial identification on your Registered Mobile Device, as doing so would enable such third party to have access to information about your Account or carry out transactions from your Account through Moments of Life App. You should accordingly delete any third party fingerprint and facial identification enrolled on a mobile device prior to activating Moments of Life App on the said device.
- 4.9** You will exercise reasonable care to prevent the loss, disclosure or unauthorised use of any Registered Mobile Device, Fingerprint, Face Identification or Moments of Life Password. 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 Registered Mobile Device and obtain information about you, your use of Specific Online Services or your Account or carry out any transaction through your Account or under any of the Specific Online Services through Moments of Life App.

## **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 Moments of Life Website, Moments of Life App, or through such other means as we may deem appropriate. Your continued Use of Moments of Life or Moments of Life 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 Moments of Life or Moments of Life Materials.

**5.2** We reserve the right to —

- (a) update, enhance, upgrade, reduce, or otherwise modify or vary Moments of Life and Moments of Life 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 Moments of Life and Moments of Life Materials;
- (b) suspend Use of Moments of Life or Moments of Life Materials, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
- (c) deny or restrict Use of Moments of Life or Moments of Life Materials to you without ascribing any reasons and without liability to you whatsoever;
- (d) discontinue or terminate Moments of Life or Moments of Life Materials, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately; and
- (e) introduce, restrict or vary access to the Specific Online Services without notice or liability to you whatsoever.

**5.3** Without limiting Clause 5, if your Use of Moments of Life or Moments of Life Materials is in breach of these Terms, we may immediately disable your Login Credentials and terminate your Account and your Use of Moments of Life or Moments of Life 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 Moments of Life or Moments of Life 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 Moments of Life may require, enable, provide, or facilitate access to or use of website, software or services of a third party (“**Third Party**”), including Specific Online Services and Approved Online Stores, and may be used in combination with software or services of such third parties to electronically identify, authenticate, and/or authorise users prior to their access or use of Specific Online Services of the Approved Service Providers. In such an event, there may be additional terms governing such access or use (the “**Third Party Terms**”) that will bind either us or you or both. For example —
- (a) if you choose to download Moments of Life App from Google Play, the relevant terms of service from Google LLC would apply;
  - (b) if you choose to use the Face Recognition Feature of Apple’s iOS, the relevant terms of use from Apple Inc. would apply; and
  - (c) if you choose to log in at a Public Agency’s website using Moments of Life, the relevant terms of that Public Agency will apply.
- 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 Moments of Life or Moments of Life 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 Moments of Life. 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 Moments of Life and Moments of Life Materials, including any software therein, and any Content made available or accessible via Moments of Life. 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, Moments of Life or Moments of Life 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 Moments of Life, 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 Moments of Life.
- 7.3** We do not represent or warrant that the Use of Moments of Life or Moments of Life Materials by you will not constitute an infringement or misuse of any third party right, including Intellectual Property Rights.
- 7.4** No part of Moments of Life or Moments of Life Materials may be reproduced or reused without our prior written permission.

## **8. Generated Content**

- 8.1** You may be required to create, generate, share, submit or transmit certain Content in the course of your Use of Moments of Life or Moments of Life Materials ("**Generated Content**"). Examples of such Content include personal details, contact details, responses, feedback or other information provided by you or through your Profile Data when Using Moments of Life or Moments of Life Materials. You agree that you will continue to retain full ownership and control over the Generated Content and that we do not claim any ownership over any of the same. You grant us, Approved Service Providers, and any relevant Third Party a non-exclusive, worldwide and royalty free licence and right to handle and deal with the Generated Content for the purposes of providing you with Moments of Life, and any purposes directly incidental or related to the same. This includes —

- (a) sharing or transferring the Generated Content to third party service providers that we or a relevant Third Party may engage for the purposes of providing you to Use Moments of Life;
- (b) storing or making backups of the Generated Content on databases or servers (whether within or outside Singapore) owned, operated or managed by us, a relevant Third Party or third party service providers engaged by us or a relevant Third Party; or
- (c) where you have indicated your agreement to do so, to share, transfer or disclose the Generated Content with other users of Moments of Life as designated by you, or with Approved Recipients through the use of MyInfo.

**8.2** We will have the right to process, modify, remove and delete any Generated Content at any time, for any or no reason whatsoever, and without notice and further liability to you. We will not be liable to you in any way whatsoever if we do any such things.

**8.3** Without limiting Clause 12 (Privacy Statement), you agree that it is your responsibility to ensure that Generated Content is complete, accurate, true and correct. If you choose to rely on the personal data contained in Generated Content for the purpose of any Specific Online Services, it is your responsibility to ensure that all personal data submitted for purposes of such transactions or Specific Online Services is complete, accurate, true and correct. You will be responsible for any and all losses, costs, expenses or damages suffered by you, us, or any third party, arising out of or in connection with such personal data not being complete, accurate, true or correct and we will not be liable for any such losses, costs, expenses or damages.

## **9. Your Consent to Access Functions of Your Device**

**9.1** Use of Moments of Life or Moments of Life Materials via your Device may require you to —

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

**9.2** You may not be able to Use certain functionalities of Moments of Life or Moments of Life Materials if you do not comply with the requirements set out in Clause 9.1. For instance, the QR Code scanning functionality on Moments of Life App uses your Registered Mobile Device's camera function to scan and capture QR Codes to enable you to access Specific Online Services via Moments of Life App. You will need to grant Moments of Life App permission to access your Registered Mobile Device's camera in order for the QR Code scanning functionality to work.

## **10. Disclaimers against Warranty, Representation and Liability**

**10.1** Moments of Life and Moments of Life Materials are provided on an “*as is*” and “*as available*” basis without warranty of any kind. The accessibility and operation of Moments of Life and Moments of Life 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 Moments of Life or Moments of Life 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 Moments of Life or Moments of Life Materials; or
- (b) that Moments of Life or Moments of Life Materials or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that Moments of Life or Moments of Life 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 Moments of Life or Moments of Life Materials;
- (b) any loss or unavailability of Use of Moments of Life or Moments of Life Materials, howsoever caused;
- (c) any breakdown or malfunction of any equipment system or software (including any Registered Mobile Device, Face Recognition Feature or Fingerprint Recognition Feature) used in connection with Moments of Life or Moments of Life Materials, whether belonging to us or not, including any electronic terminal, server or system, or telecommunication or other communications network or system;
- (d) any use, misuse, purported use or misuse, loss, theft or unauthorised use of any Registered Mobile Device;
- (e) any Use, mis-Use, purported Use or mis-Use or unauthorised Use of Moments of Life or Moments of Life Materials, including by reason of a third party’s fingerprint or facial identification being enrolled on a Registered Mobile Device;
- (f) your computer or hardware or any other device (including any Registered Mobile Device) not working or functioning properly;
- (g) any inaccuracy or incompleteness in, or error or omission in the transmission of Moments of Life Materials or any Content made available or accessible via Moments of Life, Moments of Life Materials, or any Specific Online Service;

- (h) any delay, failure, or interruption in the transmission of the Moments of Life Materials or any Content made available or accessible via Moments of Life, Moments of Life Materials, or any Specific Online Service, 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 Moments of Life, Moments of Life Materials or any statement, opinion, representation, information or any Content made available or accessible via Moments of Life, the Moments of Life Materials, or any Specific Online Service; or
- (j) any virus or other malicious, destructive or corrupting code, programme or macro in Moments of Life or Moments of Life Materials.

**10.3** Insofar as Moments of Life or Moments of Life 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 Moments of Life or Moments of Life 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 Moments of Life, Moments of Life Materials or any Third Party website, software or service made available in conjunction with or through Moments of Life or Moments of Life 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 Moments of Life, Moments of Life Materials or Third Party website, software or service.

**10.5** You will not rely on Moments of Life or Moments of Life 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 Moments of Life Materials does not constitute professional advice and Moments of Life Materials may not cover all information available on a particular issue. Before Using Moments of Life 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 Moments of Life and/or the Moments of Life Materials, more than one (1) year after the cause of action arose.

## **11. Hyperlinks**

**11.1** For your convenience, Moments of Life 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 (including Approved Service Providers), 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 Moments of Life 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 Moments of Life Materials are prohibited unless you have obtained our prior written consent. If you hyperlink to or frame Moments of Life 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 Moments of Life 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 Moments of Life Materials.

## **12. Privacy Statement**

**12.1** During your Use of Moments of Life and Moments of Life 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 Moments of Life Website and Moments of Life App (the “**Privacy Statement**”).

**12.2** Please refer to our Privacy Statement for more details. By Using Moments of Life or Moments of Life 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 Moments of Life or Moments of Life 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, Moments of Life or Moments of Life Materials ("**Updates**"). Such Updates may take place and be implemented automatically, or may require action on your part. Please note that Moments of Life and Moments of Life 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 (including Approved Service Providers) 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 Moments of Life, Moments of Life 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 Moments of Life and the Moments of Life 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 Moments of Life or Moments of Life 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 Moments of Life or Moments of Life 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 Moments of Life Website, Moments of Life App 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.

**Annex 1**  
**Additional Terms for Identiface**

**1. Interpretation**

- 1.1** Capitalised terms used but not defined in this Annex 1 have the meaning given to them in the main body of the Terms.
- 1.2** Except as otherwise expressly set forth in the main body of the Terms, in the event of a conflict or inconsistency between the provisions in the main body of the Terms and the provisions in Annex 1, the provisions in the main body of the Terms will prevail.

**2. Additional Terms for Identiface**

- 2.1 Introduction:** You acknowledge that Identiface authenticates you by comparing the Captured Face Data against your facial data (including facial geometry, facial profiles and templates) enrolled with us for the purposes of Identiface. Identiface is separate and distinct from the Face Recognition Features on Compatible Devices (e.g. “Face ID” and Google’s “face unlock”).
- 2.2 Consent for onboarding/enrolment:** To access the full features and functionalities of Identiface, your facial data would need to have been captured at the appropriate government agency (if not, you may be required to be onboarded/enrolled at a prescribed government agency). You acknowledge and consent to us electronically capturing your facial data “live” (including facial geometry, facial profiles and templates) during such onboarding/enrolment process.
- 2.3 Consent for Authentication:** You acknowledge and consent to us electronically capturing your facial data “live” (including generating related information such as facial geometry, facial profiles and facial biometric templates) each time you use Identiface. You further authorise us to use your Captured Face Data for the purposes of electronically authenticating you in connection with Identiface.
- 2.4 Do’s and Don’ts:** When we capture your facial data “live”, you will need to:
- 2.4.1** face the camera directly;
  - 2.4.2** maintain a neutral facial expression;
  - 2.4.3** ensure that your face is visible; and
  - 2.4.4** follow any other prescribed requirements and instructions from us (for example, do not talk, please keep still).

If you do not comply with the above or engage in any action that is in violation, contravention or circumvention of the facial data capturing process, it may result in your inability to use Identiface and Moments of Life App.

## **Annex 2**

### **1. Interpretation**

**1.1** Capitalised terms used but not defined in this Annex 2 have the meaning given to them in the main body of the Terms. In addition, in this Annex 2:

**“Approved Recipients’ Channels”** means any and all interfaces of Approved Recipients, including websites, webpages, applications, online or electronic platforms or other online or electronic locations, venues or resources.

**1.2** Except as otherwise expressly set forth in the main body of the Terms, in the event of a conflict or inconsistency between the provisions in the main body of the Terms and the provisions in Annex 2, the provisions in the main body of the Terms will prevail.

### **2. Additional Terms for MyInfo**

**2.1** Through MyInfo, you may efficiently pre-fill e-forms, user registration pages or screens on Approved Recipients’ Channel(s) with the Profile Data from your Account, for you to share with Approved Recipients. When you use MyInfo, please note that that you will be authorising MyInfo to pre-fill your Profile Data at the e-form, user registration page or screen on the Approved Recipients’ Channel(s). In particular, the following points should be observed:

**2.1.1** to use MyInfo, you will have to log-in using your Login Credentials as part of the process of activating MyInfo;

**2.1.2** when MyInfo is activated, it will pre-fill the Approved Recipients’ e-forms or user registration pages or screens with your Profile Data;

**2.1.3** **Automatic pre-filling:** with certain Approved Recipients, MyInfo automatically pre-fills the Approved Recipients’ e-forms or user registration pages or screens with your Profile Data, after you have logged into the respective Approved Recipients’ Channel(s) using your Login Credentials. If you wish to remove the pre-filled information, please click the button or icon which states “*Clear MyInfo*” (or variants thereof) or delete the pre-filled information manually;

**2.1.4** you will then need to key in the remaining particulars (not pre-filled by MyInfo) to complete the Approved Recipients’ e-forms or user registration pages or screens; and

**2.1.5** you must ensure that all the information you have provided is correct before submitting such information in the e-forms or user registration pages or screens to the Approved Recipients.

**2.2** You understand and agree that you are solely responsible for ensuring that your Profile Data is complete, accurate, true and correct at all times.

**2.3** When you authorise MyInfo to pre-fill the Approved Recipients’ e-forms or user registration pages or screens with your Profile Data, you agree that you are solely responsible for ensuring that all Profile Data submitted in relation to the Approved Recipient’s request for your information is complete, accurate, true and correct. You will be responsible for any and all losses, costs, expenses or damages suffered by you, us, or any third party, arising out of or in

connection with such personal data not being complete, accurate, true or correct and we will not be liable for any such losses, costs, expenses or damages. Save where otherwise expressly provided in the Terms, you acknowledge that we shall not be responsible or liable for the security, authenticity, integrity or confidentiality with regard to any transactions and other communications that involved you pre-filling your Profile Data through the use of MyInfo. You acknowledge that Profile Data shared with Approved Recipients may be at risk of interference or interception by third parties. You agree to take appropriate steps to keep your personal data, software and equipment secure. This includes clearing your Internet browser cookies and cache before and after using MyInfo.

- 2.4** You acknowledge that we are not involved in and are not responsible for any transactions or communications made between you and Approved Recipients. You further acknowledge that you have no right or claim against us in respect of any transactions or communications between you and Approved Recipients that involved the use of MyInfo. We neither endorse nor assume any responsibility for Approved Recipients and the content on Approved Recipients' Channels. You acknowledge that you are solely responsible for any transactions or communications with Approved Recipients involving the use of MyInfo.