SUBSCRIBER AGREEMENT

for

SINGPASS FOREIGN ACCOUNT (INDIVIDUAL) CERTIFICATES

1. Introduction and Scope

1.1 **Agreement**: This Subscriber Agreement ("**Agreement**") sets out the terms and conditions upon which the Government Technology Agency (UEN T16GB0002G) (the "**Certification Authority**", "**CA**") ("**we**", "**us**" or "**our**"), provides the Certificate Services to you (the "**Subscriber**" or "**you**"), and governs the use of each and every Certificate (defined in Clause 12.1) issued to you. Please read this Agreement carefully. Capitalised words and phrases in this Agreement shall have the meanings ascribed to them in Clause 12.1.

1.2 **Acceptance**

1.2.1 By submitting a Certificate Application or indicating your acceptance of the terms of this Agreement, you are agreeing to the terms of this Agreement.

1.2.2 If you do not agree to any of the terms of this Agreement, please do not submit a Certificate Application and you must immediately cease any access and use of the Certificate Services.

1.2.3 This Agreement shall take effect on the date that you submit a Certificate Application or indicate your acceptance of the terms of this Agreement, whichever is the earlier (such date, the "**Effective Date**").

1.3 **Non-compliance**: Any non-compliance with this Agreement, whether intentionally or otherwise, may result in action being taken against you, including but not limited to civil or criminal liability or both.

1.4 **Additional Materials**: In addition to this Agreement, please ensure that you have read and understood the Certificate Policy and the Certification Practice Statement, both of which are available at the Repository and as may be amended from time to time at our discretion, because they also apply to your Certificate Application and the access and use of the Certificate Services.

1.5 **Agreement only with Subscriber**: This Agreement only governs the relationship between us and you. Any dealings between you and any Relying Party are not governed by this Agreement.

1.6 **Contact**: The Certificate Services and the Repository Materials are provided to you by us or on our behalf. If you have any questions about this Agreement or the Certificate Services, please contact us at:

Government Technology Agency

Mapletree Business City
10 Pasir Panjang Road #10-01 Singapore 117438.
NCA Operations, Singpass

Requests may also be made via the 'Contact Us' page on our website at https://www.singpass.gov.sg.

2. Certificate Issuance, Use and Management

2.1 Unless permitted by us, you must be a "*Specified Individual*" (as defined in the CPS) to access or use of any part of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs, and any related services, software, data and other materials provided by us.

2.2 **Issuance of Certificate**

2.2.1 You may submit a Certificate Application to us in accordance with the prescribed format.

2.2.2 Following receipt of your Certificate Application, applicable payment (if any) and necessary information and materials, we will complete the verification and validation process of your Certificate Application in accordance with the Certification Practice Statement.

2.2.3 You shall promptly review and verify the accuracy and completeness of the information in each Certificate issued to you before using such Certificate and notify us immediately of any errors. Upon receipt of such notification, we may revoke such Certificate in accordance with the Certification Practice Statement.

2.3 Use of Certificate

2.3.1 **Duration**: Subject to Clause 2.5, you may use the Certificates issued to you for only the validity period of each Certificate (*i.e.* the "*Valid from*" date to the "*Valid to*" date, both dates inclusive, as specified in the Certificate).

2.3.2 **Uses**: You may only use each Certificate in accordance with the Certification Practice Statement and this Agreement and for uses that are consistent with the Key Usage Extensions stated in such Certificate.

2.3.3 **Cryptographic Software**: We do not provide cryptographic software for your use. When using third party cryptographic software to perform Public Key or Private Key operations in relation to a Certificate, you shall be responsible for ensuring that such cryptographic software is properly licensed and operating. The accessibility and operation of the Certificate Services, Channels, Repository Materials, Certificates and Key Pairs may rely on technologies outside our control. We do not guarantee their continuous accessibility or uninterrupted accessibility and operation.

2.3.4 **No High-risk Usage**: You shall not use any of your Private Keys or the Certificates to access or operate critical infrastructure systems such as but not limited to the operation of nuclear facilities, aircraft control, navigation, or communication systems, weapon control systems or any other system requiring fail-safe operation where failure or use of a Certificate or the Certificate Services could lead to death, personal injury, or severe environmental damage.

2.4 Expiration of Certificate

2.4.1 A Certificate shall expire at the end of its lifecycle on the date after the "*Valid to*" date stated in such Certificate, in accordance with the Certification Practice Statement. We (or the Government of Singapore on our behalf) shall notify you prior to the expiration of such Certificate.

2.4.2 Neither we nor the Government of Singapore shall bear any liability for any loss resulting from the expiry of a Certificate, or any losses suffered by you resulting from any failure to replace a Certificate prior to its expiration.

2.4.3 Upon expiration of a Certificate issued to you, you shall not use such Certificate for any purposes after that.

2.5 Revocation of Certificate

2.5.1 We may revoke a Certificate in accordance with the Certification Practice Statement or if you breach any material obligation of this Agreement.

2.5.2 Upon revocation of a Certificate issued to you, you shall not use such Certificate for any purposes after that.

3. Certificate Services

3.1 **Services**: "**Certificate Services**" refer to any and all of our services in relation to the issuance, management, revocation and status validation of any Certificate, and all other services provided under this Agreement, whether provided to you, any Relying Party or any third party.

3.2 No involvement of us or Government of Singapore in any Transaction

3.2.1 This Agreement does not govern any Transaction between any Relying Party and you.

3.2.2 Neither we nor the Government of Singapore endorse, sponsor, or certify any Transaction, and neither we nor the Government of Singapore are involved in selling, marketing, offering or providing any products or services covered under any Transaction. Neither we nor the Government of Singapore shall be liable in any way for any Transaction, or any products obtained or purchased from, or services rendered by you or any Relying Party.

3.2.3 You shall not involve us or the Government of Singapore in any dispute with or claim against any Relying Party, and neither we nor the Government of Singapore are obliged to provide any litigation assistance or support to you or your agents, assigns and successors in respect of any dispute with or claim against such Relying Party.

4. Subscriber's Obligations, Warranties and Representations

4.1 **General**: You represent, undertake, and warrant to us that:

4.1.1 you have the right, authority and legal capacity to enter into this Agreement;

4.1.2 all information and representations provided in your communications with us are accurate, complete and up-to-date;

4.1.3 you will promptly notify us, cease using every Certificate and apply for revocation of every Certificate if any of the information or representations provided in your communications with us is incorrect;

4.1.4 the information you provide to us does not infringe the Intellectual Property Rights of any third party;

4.1.5 you will access and use the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs, and any related services, software, data and other materials provided by us in compliance with:

(i) this Agreement;

(ii) your responsibilities described in the Certificate Policy and the Certification Practice Statement;

(iii) Guidelines;

(iv) all applicable laws and regulations (including Part III of the Third Schedule to the ETA); and

(v) the acceptable use policies of any connected computer networks and any applicable internet standards;

4.1.6 you will be responsible for obtaining and using your own facilities (including but not limited to computer terminals, computer devices, modem, software, hardware, internet access and telecommunications facilities) to access and use the Certificate Services, Channels, Repository Materials, Certificates and Key Pairs, and for ensuring that such facilities are adequate, suitable, compatible and appropriate for such use and access in accordance with this Agreement;

4.1.7 you will observe and comply with all security measures as described in the Certificate Policy and Certification Practice Statement;

4.1.8 you will do all things necessary to preserve and maintain the integrity and security of the Certificate Services;

4.1.9 you will not, whether in whole or in part, modify, reverse-engineer, decompile, disassemble, adapt, translate, prepare derivative works from, publish, reproduce, redistribute, sublicense, interfere with, intercept, or otherwise attempt to derive source code from any part of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs;

4.1.10 you will not send, upload, distribute, or deliver unsolicited bulk correspondence, malicious or harmful code, or any files or software that may damage the operation of another computer;

4.1.11 you will not transmit any materials or information which are or may be offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws; and

4.1.12 you will not use any part of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs for any hazardous activity or in any way that interferes with, or infringes upon any right of, any third party.

4.2 **Digital signature-related**: You represent, undertake, and warrant to us and each Relying Party that:

4.2.1 you will take all reasonable measures to maintain sole control of, keep confidential, safekeep and protect each of your Private Keys (and any device and credentials required for the use of it) at all times;

4.2.2 no other person has ever had access to or used any of your Private Keys;

4.2.3 all representations made by you to us regarding the information contained in each Certificate are true;

4.2.4 all information contained in each Certificate is true to the extent that you have knowledge or notice of such information;

4.2.5 each Certificate is being used exclusively for authorised and legal purposes, consistent with the Certificate Policy and Certification Practice Statement;

4.2.6 you will not use each Certificate until you have reviewed and verified such Certificate contents for accuracy; and

4.2.7 each digital signature created using the Private Key corresponding to the Public Key listed in each Certificate is your digital signature and created using a Valid Certificate at the time the digital signature is created.

4.3 **Compromise and Reporting**: You represent and warrant to us that on the occurrence of any of the following:

4.3.1 you discover or have reason to believe that there has been a Compromise of, or the occurrence of any event that could potentially lead to a Compromise; or

4.3.2 any information contained in each Certificate issued to you changes, becomes misleading or inaccurate, or if there is any change of circumstances that would make the information in such Certificate misleading or inaccurate,

you will promptly notify us in writing by contacting us at the webpage stipulated under Clause 1.6, and immediately cease using your Private Keys, and the Certificates and Certificate Services, and we shall have the right to revoke the Certificates.

5. Intellectual Property

5.1 We, or a relevant third party, own all title, rights and interest, including Intellectual Property Rights, in and to the Certificate Services, Channels, Repository Materials, Certificates, and Key Pairs, and any content made available or accessible via the Channels or Certificate Services, and you shall not do any act which might infringe, invalidate or be inconsistent with, such title, rights and interest, or permit, induce or authorise any third party to do any of the foregoing acts.

5.2 You shall not use in any way and shall not reproduce any trademark, logo, trade name or similar mark that is associated with the Certificate Services, Channels, Repository Materials, Certificates, or Key Pairs, without our prior written consent, or that of the relevant third party (as the case may be).

5.3 You also agree to not remove, obscure, or alter our and any other relevant third party's copyright notice, trademark, or other proprietary rights notice contained within, applied to or made available or accessible in conjunction with or through the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs.

6. Disclaimers against Warranties, Representations and Liability

6.1 Disclaimers

6.1.1 The Certificate Services, Channels and the Repository Materials are 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 Certificate Services, Channels, Repository Materials, Certificates, Key Pairs, participation of any Relying Party or any other PKI Participant or any related services, software, data or other materials provided by us or any part thereof, and hereby disclaim all express, implied or statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including but not limited to any representations or warranties:

(a) as to the "*non-repudiation*" by any Relying Party of any transaction entered into by such Relying Party and you involving the use of a Certificate (because non-repudiation is determined, among other things, by law);

(b) as to the non-repudiation of any Certificate or Key Pair;

(c) as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, satisfactory quality or fitness for any particular purpose of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us or any part thereof; or

(d) that the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us, any part thereof, or any functions or features associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the Certificate Services, Channels or the Repository Materials and the servers used in connection therewith are and will be free of all viruses or other malicious, destructive or corrupting code, programme or macro.

6.1.2 We shall not be liable to you or any other party for any damage or loss of any kind, whether foreseeable or not, whatsoever and howsoever caused (whether in contract, tort (including negligence), breach of a statutory duty or in any other way, even if we have been advised of the possibility of such damages) for the following:

(i) any indirect, incidental, consequential, special or exemplary costs, claims, expenses, loss or damages, even if informed of the possibility of such costs, claims, expenses, loss and damage;

(ii) downtime costs or loss of income, revenue or profits, business opportunities, anticipated savings, goodwill, reputation or value of any equipment; or

(iii) lost or damaged data, or damage to your servers, software or any other property, whether arising directly or indirectly in connection with any one or more of the following:

(a) your access to and/or use of any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us or any part thereof;

(b) any inaccuracy or incompleteness in, or errors or omissions in any part of the Channels or Repository Materials or in any Certificate where such Certificate is issued in compliance with the Certification Practice Statement;

(c) your use of any Certificate that is not a Valid Certificate;

(d) any delay or interruption in the Certificate Services, whether caused by delay or interruption in transmission over the internet or otherwise, including any interruption that occurs between the time a Certificate is revoked and a new or replacement Certificate is issued;

(e) any breakdown or malfunction of any equipment, system or software used in connection with any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us, 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;

(f) any loss or unavailability of access to or use of any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us or any part thereof, howsoever caused;

(g) any Compromise of Private Keys, or disclosure of personal data contained within any Certificate;

(h) any failure by any Relying Party to generate or maintain a secure and cryptographically sound Key Pair;

(i) your failure to perform any of your obligations in accordance with this Agreement;

(j) your use, misuse, purported use or misuse or unauthorised use of any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us, including any improper, illegal or unauthorised use of any Certificates;

(k) any dealings between you and any Relying Party or between you and any third party, whether or not such

dealings are facilitated through the use of the Channels or Certificate Services;

(l) your servers or any other devices not working or functioning properly;

(m) any decision made or action taken by you or any third party in reliance upon the Certificate Services; or

(n) any fraud, wilful misconduct, illegal acts or omissions on your part or your employees, agents or contractors.

6.1.3 We shall not be liable (whether based on a Claim in contract, tort (including negligence) or otherwise) to you or any other party for any damage or loss of any kind, whether foreseeable or not, even if we have been advised of the possibility of such damages, arising from or in connection with any of the following:

(i) any hacking, cyber-attack or any third party's interference with any of our or our service providers', agents' or subcontractors' computer systems or the stability or availability of the Internet or a portion thereof or a network or device failure external to its data centres; and

(ii) any loss, delay or damage caused by or attributable to any form of malicious, surreptitious, disabling or corrupting code, agent or program, including any computer virus, worm, spyware, ransomware, rootkit, bootkit, logic bomb, backdoor, Trojans and exploit (including zero-day vulnerabilities).

6.2 The CRL will be updated with information relating to revoked Certificates after the time period set forth in the Certification Practice Statement, and the CRL may not contain a real-time record of all Certificate revocations.

6.3 Insofar as any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us facilitate or require the provision, use or functioning of, or are provided in conjunction with, other products, software, materials or services (such as reliance on certain third party records or databases to validate information contained in Certificates), we make no representation or warranty in relation to such other products, software, materials or services (including without limitation, any representation or warranties as to timeliness, reliability, availability, interoperability, quality, security, fitness for purpose, non-infringement, suitability or accuracy).

6.4 You are accessing and using the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us or any third party websites, software or services made available in conjunction with or through the Certificate Services, at your own discretion and risk, where you have determined that such access and use is reasonable and appropriate under the given circumstances.

6.5 You shall not rely on any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us 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 the Certification Authority.

6.6 Information provided through the Repository Materials does not constitute professional advice and the Repository Materials may not cover all information available on a particular issue. Before using the Repository Materials, you shall perform your own checks or obtain professional advice relevant to your particular circumstances.

6.7 Without prejudice to the foregoing, no action, regardless of form, may be brought by you against us, under this Agreement or related to the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs, participation of any Relying Party or any other PKI Participant or any related services, software, data or other materials provided by us more than six (6) years after the cause of action arose.

6.8 Limitation of Liability

6.8.1 **Individual Aggregate Limit**: Our maximum liability to you for any and all Claims (whether based on an action or event or series of connected actions or events arising from the same factual act or omission, or whether in contract or tort (including negligence) or otherwise) under, arising out of or relating to this Agreement or relating to or arising in connection with:

(i) the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs; or

(ii) reliance of any party on:

(a) any and all of the Certificates issued to you; and

(b) any and all transactions in connection with any Certificate Services, Channels, Repository Materials, Certificates or Key Pairs,

shall not exceed, in each Contract Year, an amount equivalent to SGD 100 (Singapore Dollars One Hundred) (the "**Individual Aggregate Limit**").

6.8.2 **Overall Aggregate Limit**: Notwithstanding Clause 6.8.1, the maximum liability of our liability (whether based on an action or event or series of connected actions or events arising from the same factual act or omission, in contract, tort (including negligence) or otherwise, and regardless of the number of Claims, causes of actions and Transactions) to you, all our other subscribers, all Relying Parties, and any other person, relating to or arising in connection with the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs, shall not exceed, in each period of twelve (12) months beginning on 1 April and ending on 31 March (in respect of all of our subscribers (including you) and all Relying Parties), an amount equivalent to SGD 4,000,000 (Singapore Dollars Four Million) (the "**Overall Aggregate Limit**"). We shall notify you if and when the Overall Aggregate Limit has been reached. Our aforementioned notification to you shall be conclusive evidence of the fact that the Overall Aggregate Limit has been reached.

6.8.3 You shall take all reasonable steps to mitigate any loss resulting from breach of this Agreement by us.

7. Indemnities

7.1 You shall indemnify us and the Government of Singapore against any demand, suit or action made or brought by a third party (including liabilities, damages, costs, and expenses, including reasonable legal costs and expenses, related to such third-party claim) arising out of your unlawful, fraudulent or reckless conduct, or your wilful misconduct. You agree to cooperate fully with us during such proceedings, and shall not stipulate, acknowledge, or admit any fault or liability without our express prior written consent.

7.2 You shall conform in all respects with the provisions of all laws and regulations as may be applicable in respect of your use and access of any part of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs (including without limitation, Singapore's ETA and PDPA) and shall indemnify us against all loss, damage, or liability that we may suffer for your breaches or non-compliance with any such laws and regulations.

8. Privacy Statement

8.1 In the course of your access or use of the Certificate Services, Channels, the Repository Materials, Certificates and Key Pairs, we may be required to collect, use, disclose and process personal data belonging to you.

8.2 We will collect, use, disclose and process such personal data in accordance with our Privacy Statement as may be amended from time to time.

9. Updates

9.1 We may from time to time without giving any reason or prior notice, provide updates or modifications to any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us. Where there are updates or modifications:

9.1.1 further actions may be required on your part for such updates or modifications to take effect;

9.1.2 the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs or any related services, software, data or other materials provided by us may not operate properly or at all if you do not properly install or implement such updates or modifications;

9.1.3 we do not guarantee that such updates or modifications will be made available on or compatible with your existing servers or operating systems; and

9.1.4 this Agreement will apply to all such updates or modifications.

10. Term and Termination

10.1 **Term**: This Agreement remains in effect for so long as:

10.1.1 you continue to use or access any part of the Certificate Services, Channels, Repository Materials, Key Pairs, or any related services, software, data or other materials provided by us; or

10.1.2 any Certificate remains issued in your name, unless earlier terminated by us in accordance with this Agreement.

10.2 **Suspension, disablement, restriction**: We may suspend, disable or restrict the access to or use of any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs, and any related services, software, data or

other materials provided by us, without giving any reason or prior notice to you, and without liability to you.

10.3 **Termination by Us**: We may with immediate effect upon giving you notice:

10.3.1 terminate your use of and access to any part of the Certificate Services, Channels, Repository Materials, Certificates, Key Pairs, and any related services, software, data or other materials provided by us; or

10.3.2 terminate this Agreement,

for any reason whatsoever, including your breach of any of the terms in this Agreement, our revocation of any Certificates, if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion we are unable to continue providing the Certificate Services.

10.4 **Termination by You**: You may terminate this Agreement by giving us at least thirty (30) days' prior notice in writing, by contacting us at the webpage stipulated under Clause 1.6.

10.5 **Effect of Termination**: Upon any termination of this Agreement:

10.5.1 all of your rights under this Agreement immediately terminate;

10.5.2 you shall cease using the Certificates issued under this Agreement and the Certificate Services, Channels, Repository Materials, Key Pairs and any related services, software, data or other materials provided by us;

10.5.3 if not already revoked, we will have the right to revoke any Certificates issued to you; and

10.5.4 provisions of this Agreement which, by their nature, are intended to survive termination of this Agreement, will continue to apply in accordance with their terms, and without limitation to the foregoing, the following clauses shall survive the expiry or termination of this Agreement: Clauses 5, 6, 7, 11, and 12.

11. General

11.1 **Assignment**

11.1.1 You shall not assign or sub-contract this Agreement without our prior written consent.

11.1.2 We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of any part of the Certificates, Certificate Services, Channels or the Repository Materials or this Agreement, without notifying you, without your consent and without further reference to you.

11.2 **Force Majeure**: We shall not be liable for any failure or delay in performing its obligations under this Agreement to the extent that the circumstances causing such failure or delay are due to an event of Force Majeure.

11.3 **Severability**: If any provision of this Agreement is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision had never been included.

11.4 **Waiver**: No delay in enforcing any provision of this Agreement will be construed to be a waiver of any rights under that provision.

11.5 **Notices**: Any notice that we intend to give to you may be carried out by posting such notice on our Repository or sending such notice to you to any contact information you may have provided us. You are deemed to have received notice of the same upon us posting or sending such notice to you as stated above.

11.6 **Rights of Third Parties**: Save for the Government of Singapore, a person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 2001 or otherwise to enforce any of its terms.

11.7 **Governing Law**: This Agreement and the access and use of any part of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs or any related services, software, data or other materials provided by us shall be governed by and construed in accordance with the laws of the Republic of Singapore.

11.8 **Dispute Resolution**

11.8.1 Subject to Clause 11.8.2, any dispute arising out of or in connection with this Agreement or the access or use of any part of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs or any related services, software, data or other materials provided by us, including any question regarding the existence, validity or termination of this Agreement, shall be resolved by reference to arbitration, with us having the option of electing to refer the dispute to the Courts of the Republic of Singapore.

11.8.2 Where we are a defendant or respondent, we shall be given notice by the complainant before the commencement of any legal action against us to enable us to elect to have the dispute submitted to arbitration. We may, at our sole discretion, elect to have any dispute referred to in Clause 11.8.1 above referred to a court by written notice to the participant(s) involved and shall make the election within thirty (30) days of receipt of the complainant's written notice. The complainant's written notice shall:

(i) state the specific dispute, difference, or claim to be resolved and the nature of such dispute, difference, or claim; and

(ii) include a request that we make an election whether the dispute, difference, or claim as stated shall be resolved by reference to arbitration or by court proceedings.

11.8.3 Should we fail to make the election to have the dispute referred to a court within thirty (30) days of the receipt of the written notice, the dispute, difference or claim shall be resolved by arbitration. We may elect to refer to arbitration all or any part of the dispute or difference as stated by the complainant in its written notice. 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 our favour during the said period.

11.8.4 Where the dispute is referred to arbitration, it shall be 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:

(i) the seat of the arbitration shall be Singapore;

(ii) the tribunal shall consist of one (1) arbitrator to be agreed upon in accordance with the SIAC Rules, save that if no agreement is reached within thirty (30) days after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC;

(iii) the language of the arbitration shall be English; and

(iv) all information, pleadings, documents, evidence and all matters relating to the arbitration shall be confidential.

11.8.5 Notwithstanding any provision of this Clause 11.8, each Party shall be entitled to seek, before or during any arbitral proceeding, interlocutory, provisional or interim relief or remedies from any court including being entitled to seek an interim measure or protection in aid of arbitration or the subject matter of arbitration.

11.8.6 Any reference to arbitration under this Clause 11.8 shall be a submission to arbitration within the meaning of the Arbitration Act 2001 for the time being in force. The application of Part II of the International Arbitration Act 1994, and the Model Law referred thereto, to this Agreement is hereby expressly excluded.

11.8.7 We shall be entitled to discontinue or suspend provision of any part of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs or any related services, software, data or other materials provided by us and our performance under this Agreement until such dispute is settled or resolved in accordance to this Clause 11.8.

11.9 Amendments

11.9.1 We reserve the right to change, modify or supplement this Agreement, the Certificate Policy, the Certification Practice Statement and the Guidelines at our discretion and at any time, by posting the changed, modified or supplemented terms on or through the Repository or through such other Channel or means as we may deem appropriate.

11.9.2 Your continued access or use of any part of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs provided by us following the posting of any changes, modifications, or supplements will constitute your acceptance of such changes, modifications, or supplements, and of such changed, modified or supplemented Agreement, Certificate Policy and/or Certification Practice Statement.

11.9.3 If you do not accept any changes or modifications, you must stop accessing and using the Certificate Services, Repository Materials, Channels, Certificates, Key Pairs provided by us, and terminate this Agreement.

12. Definitions and Interpretation

12.1 **Definitions**: In this Agreement, the following definitions shall apply unless the context requires otherwise. Any terms not defined herein shall have the meaning set forth in the Certification Practice Statement (defined below):

12.1.1 "**Certificate**" or "**Singpass Foreign Account (Individual) Certificate**" means a digitally-signed record that is a public-key certificate in the format specified by ITU-T Recommendation X.509, issued by us to bind a Public Key and your identity pursuant to the Certification Practice Statement;

12.1.2 "**Certificate Application**" means an application for a new Certificate;

12.1.3 "**Certificate Policy**" or "**CP**" means our Certificate Policy, as updated from time to time, available at the Repository;

12.1.4 "**Certificate Services**" is described in Clause 3.1;

12.1.5 "**Certification Practice Statement**" or "**CPS**" means the document entitled "*Certification Practice Statement for Singpass Foreign Account (Individual) Certificates*" (Policy OID: 1.2.702.0.1009.100.2), as may be revised from time to time, specifying the practices that we employ in issuing and managing Certificates, available at the Repository;

12.1.6 "**Certificate Revocation List**" or "**CRL**" means a list of digital certificates that have been revoked by us before their expiration date and should no longer be trusted;

12.1.7 "**Channel**" means any website, webpage, application, online or electronic platform (including social media platform) or other online or electronic location, venue or resource, of ours (or branded by us) or designated by us from time to time, where or through which the Certificate Services or any information relating to the Certificate Services is made available by us, and includes any information, image, sound, graphic, video, software and any other subject matter or materials, in whatever form, made available therein;

12.1.8 "**Claims**" means all demands, claims, actions, proceedings, settlement sums, penalties, charges, costs (including legal costs and costs of other professionals), expenses, losses, damages and other liabilities, whether foreseeable or not;

12.1.9 "**Compromise**" means a loss, theft, disclosure, modification, unauthorised use, or other breach of security related to a Certificate, Private Key or the Certification Services;

12.1.10 "**Contract Year**" means a continuous period of twelve (12) months beginning on 1 April and ending on 31 March, save that: (i) the first Contract Year shall refer to a continuous period beginning on the Effective Date and ending on 31 March; and (ii) the last Contract Year shall refer to a continuous period beginning on 1 April and ending on the date this Agreement expires or is terminated (for whatever reason);

12.1.11 "**Effective Date**" is defined in Clause 1.2;

12.1.12 "**ETA**" means the Electronic Transactions Act 2010;

12.1.13 "**Force Majeure**" means any of the following: any act of God, war, hostilities, invasion, act of foreign enemies, rebellion, revolution, strike, riot or civil commotion, insurrection, civil war, strike or lock-out, epidemic, pandemic, quarantine measure, acts of terrorism or cyber-terrorism, sabotage, atomic nuclear reaction, haze, flood, storm, a third party's interference with our or our service provider's, agent's or subcontractor's computer system, hacking, cyber-attack, computer viruses or the stability or availability of the Internet or a portion thereof or a network or device failure external to its data centres, and, without limitation to the foregoing, any event or circumstance not within our or our service provider's, agent's or subcontractor's reasonable control which prevents or delays our performance or observance of any of our obligations under this Agreement;

12.1.14 "**Guidelines**" means any and all guidelines, notices, operating rules and policies and instructions pertaining to the access to and use of any part of the Certificate Services, Channels, Repository Materials, Certificates, and Key Pairs, as may be issued or amended by us, and includes any amendments to the aforementioned issued by us from time to time which are communicated to you or published on the Repository;

12.1.15 **Individual Aggregate Limit**" is defined in Clause 6.8.1;

12.1.16 "**Intellectual Property Rights**" means all copyright, patents, trade marks, service marks, domain names, trade or business names, social media accounts and handles, layout design rights, registered designs, design rights, database rights, rights protecting confidential information and trade secrets, rights protecting goodwill and reputation, and other intellectual property or other similar or corresponding proprietary rights and all applications for the same, anywhere in the world, whether registered or not;

12.1.17 "**Key Pair**" means a Private Key and its associated Public Key and "**Key Pairs**" means any and all such pairings of Private Keys and their respective associated Public Keys;

12.1.18 "**Key Usage Extension**" means an attribute included in a Certificate that determines the purposes the Certificate may be used for;

12.1.19 "**Organisation**" means a company, body corporate, partnership, association or other entity;

12.1.20 "**Overall Aggregate Limit**" is defined in Clause 0;

12.1.21 "**PDPA**" means the Personal Data Protection Act 2012;

12.1.22 "**personal data**" shall have the meaning as set out in the PDPA;

12.1.23 "**PKI Participant**" means a person or Organisation that plays a role in the public key infrastructure, as set out in Section 1.3 of the Certification Practice Statement;

12.1.24 "**Privacy Statement**" refers to the privacy statement accessible at https://repository.nca.gov.sg/ or such other successor site;

12.1.25 "**Private Key**" means the private key used to create a digital signature or to decrypt an electronic record or file that was encrypted with the corresponding public key;

12.1.26 "**Public Key**" means the public key used to verify a digital signature created with the corresponding private key or to encrypt an electronic record such that it may be decrypted with only the corresponding private key;

12.1.27 "**Relying Party**" means a person or Organisation that acts in reliance on a Certificate or digital signature associated with a Certificate;

12.1.28 "**Repository**" means the repository of documents maintained by us pertaining to Certificates' issuance and validation processes, such as Certification Practice Statement and related agreements. The Repository may be found at https://repository.nca.gov.sg/;

12.1.29 "**Repository Materials**" means any and all works of authorship, documents, software, 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 the Certificate Services, via the Repository or otherwise;

12.1.30 "**Transaction**" means a transaction between you and any Relying Party, be it a service or product offered or any other transaction, in the course of which there is reliance on a Certificate or digital signature associated with a Certificate; and

12.1.31 "**Valid Certificate**" means a Certificate which has not expired, is not under suspension and has not been revoked.

12.2 **Interpretation**: Unless the contrary intention appears:

(i) the Certification Practice Statement, Certificate Policy and Privacy Statement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include all the aforementioned;

(ii) references to "*Clauses*" shall be deemed to be references to the clauses of this Subscriber Agreement;

(iii) headings are inserted for convenience only and do not affect the interpretation of this Agreement;

(iv) words importing the singular include the plural and *vice versa*;

(v) references to persons are to be construed as references to an individual or a body corporate as the context requires;

(vi) whenever the words "*include*", "*includes*" or "*including*" are used in this Agreement, they will be deemed to be followed by the words "*without limitation*";

(vii) the words "*hereof*", "*herein*" and "*hereunder*" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(viii) unless expressly indicated otherwise, all references to a number of days mean calendar days, the words "*month*" or "*monthly*" as well as all references to a number of months means calendar months, and the word "*year*" means a calendar year;

(ix) references to "*use*" (and the grammatical variations thereof) in relation to the Certificate(s), Certificate Services, and Key Pair(s) shall be deemed to include any "*reliance on*"; and

(x) any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.