

Terms of use

Terms governing the use of the Ministry of Manpower's SGWorkPass Mobile Application.

1. Agreement – Terms

All access to any area of the SGWorkPass mobile application (“**App**”) is governed by these Terms of Use (“**Terms**”). If you do not accept any of these Terms, please exit the App immediately. Continue only if you accept these Terms.

In these Terms, the words “**we**”, “**our**” and “**us**” shall refer to the Government of the Republic of Singapore as represented by the Ministry of Manpower.

2. Relying on Information

We provide the App as a means for you to verify the validity of a work pass. We are not involved in giving professional advice here. Before relying on the App, you should conduct your own checks or obtain professional advice relevant to your particular circumstance(s).

3. Access to the App

We do not guarantee continuous accessibility or uninterrupted operation of the App. The accessibility and operation of the App rely on technologies beyond our control.

4. Security

Where appropriate, we use available technology to protect the security, authenticity, integrity and confidentiality of any transaction and communication made through the App. We shall not be liable for any loss or damage arising from any breach to the security, authenticity, integrity or confidentiality of any transaction and communication made through the App.

Internet communications may be susceptible to interference or interception by third parties. We do not guarantee that the App is free from infection by computer viruses or other unauthorised software. You should take appropriate steps to keep your information, software and device secure. For more details on the essential infocomm security tips, please visit: <https://www.csa.gov.sg/gosafeonline>.

5. Hyperlinks from the App to other websites

The App may contain hyperlinks to websites which are not maintained by us. We are

not responsible for the contents of those websites and shall not be liable for any damages or loss arising from access to those websites. The use of the hyper-links and access to such websites are entirely at your own risk.

Hyperlinks to other websites are provided as a convenience to the user. In no circumstances shall we be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which this App is linked.

6. Intellectual Property

Materials, including source code, pages, documents and online graphics, audio and video in the App are protected by law. The intellectual property rights in the materials are owned by or licensed to us. All rights reserved. (Government of Singapore © 2017).

No part of the App may be reproduced or reused for any commercial purposes whatsoever without our prior written permission.

7. Disclaimer and Indemnity

We will not be liable for any and all losses you incur, sustain, pay or suffer arising out of or in connection with:

- (i) your access or use of the App;
- (ii) any operation or transmission delay, communication failure, Internet access difficulty or malfunction in equipment or software;
- (iii) any unauthorised access, use, modification, disclosure or other misuse by any person who accesses or uses the App; and
- (iv) any decision made by you in reliance on any statement, opinion, representation or information in the App.

You shall indemnify and keep us indemnified against any and all losses we sustain, incur, pay or suffer arising out of or in connection with any act or omission on your part, unless you can show that it is not due to your breach of these Terms.

8. Fees

We reserve the right to charge you any fee(s) for access to the App, from time to

time. We are not responsible for any fee(s) charged by any other mobile application or website not provided by us.

9. Applicable Law

These Terms shall be interpreted, construed and enforced in accordance with the laws of the Republic of Singapore. Both parties agree to submit to the exclusive jurisdiction of the Singapore Courts.

10. Mediation

Notwithstanding anything in these Terms, in the event of any dispute, claim, question or disagreement arising out of or relating to these Terms, no party shall proceed to any form of dispute resolution unless both parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre (SMC). Both parties shall be deemed to have made reasonable efforts if they have gone through at least one mediation session at SMC.

A party who receives a written notice for mediation from the other party shall consent and participate in the mediation process. The mediation session is to commence no later than ninety (90) days from the date of the written notice, failing which either party may proceed to dispute resolution.

Failure to comply with this clause shall be deemed to be a breach of the Terms.

11. Variation

We may revise these Terms at any time by updating this page. You should visit this page from time to time and view the Terms which are binding on you.

12. Modification and Removal of Information

We reserve the right to modify or remove any information or features available on the App at any time, with or without notice to you. We will not be liable to you for any loss or damage arising from such modification or removal of information.