

**SkillsConnect
General Terms and Conditions**

1. Contract

- 1.1. Your use of SkillsConnect, any transactions you conduct with SSG via SkillsConnect, and your acceptance and use of any right or benefit granted by SSG (including without limitation any accreditation or other recognition conferred by SSG and/or funding from SSG) shall be governed by these General Terms and Conditions, the Terms of Use (<http://www.skillsconnect.gov.sg/web/guest/termsofservice>), the Privacy Statement (<http://www.skillsconnect.gov.sg/web/guest/privacystatement>), any applicable Specific Terms and Conditions (<http://www.skillsconnect.gov.sg/web/guest/termsandconditions>), and the applicable Guidelines.
- 1.2. These General Terms and Conditions, the Terms of Use, the Privacy Statement, the applicable Specific Terms and Conditions, and the applicable Guidelines constitute a contract between you and SSG (the "**Contract**"). Any conflict among the provisions of these documents shall be resolved in the following order of priority: (a) these General Terms and Conditions; (b) the applicable Specific Terms and Conditions; (c) the applicable Guidelines; and (d) the Terms of Use and the Privacy Statement.
- 1.3. SSG may amend the Contract from time to time. You are bound by the latest version of the Contract found on SkillsConnect or on the web pages of the SSG web site (<http://www.ssg-wsg.gov.sg/>).

2. Definitions

- 2.1. In the Contract, the following words and expressions shall have the following meanings:

"Applicant"	means a person who has submitted, whether directly or through a person authorised by SSG hereunder to act on his behalf, an application to SSG for a SkillsConnect Account or for the grant of a right or benefit under the Contract.
"Contract"	shall have the meaning ascribed to it in Section 1.2.
"Grantee"	means a successful Applicant.
"Guidelines"	mean the applicable SSG procedures, policies, guidelines, rules, standards, instructions and requirements.
"LLEF"	means the Lifelong Learning Endowment Fund established pursuant to Section 3 of the Lifelong Learning Endowment Fund Act (Cap. 162A).
"SDF"	means the Skills Development Fund established pursuant to Section 5 of the Skills Development Levy Act (Cap. 306).
"Services"	means the online services, tools and facilities provided time to time by means of SkillsConnect whether by SSG or a third party service provider appointed by SSG.
"SkillsConnect"	means the online portal through which SkillsConnect Account Holders transact with SSG.
"SkillsConnect Account"	means an account that has been activated with SSG for the use of SkillsConnect.
"SkillsConnect Account Holder"	means an individual who has activated a SkillsConnect Account or, if such an individual has activated the SkillsConnect Account on behalf of his employer or any other entity approved by SSG from time to time, then such employer or entity.
"SingPass"	means the Singapore Personal Access (SingPass) password issued by the Singapore government that entitles the holder to transact with various Singapore government online services.

"SSG" means the SkillsFuture Singapore Agency established pursuant to Section 3 of the SkillsFuture Singapore Agency Act 2016 (Act 24 of 2016)

"SSG Marks" means all trademarks, acronyms, catchwords, logos, branding and designs identified with or otherwise belonging to or used by SSG, whether or not incorporating the acronym "SSG" or the words "SkillsFuture Singapore Agency".

"You" or "you" the Applicant and Grantee or any of them, as the case may be.

2.2. In the Contract, words denoting one gender include any other gender; words denoting the singular include the plural, and vice versa; words denoting persons or entities include bodies corporate, unincorporated associations and partnerships and also their respective heirs, personal representatives, successors in title or permitted assigns; a reference to law includes references to any statute, act, regulation, rule, subordinate legislation, by-law, judgment and rule of common law or equity as revised, amended, supplemented or re-enacted from time to time; and unless otherwise specified, a reference to "Singapore Dollar", "SGD", "S\$", "dollar, or "\$" is a reference to the lawful currency of the Republic of Singapore. The headings in the Contract are inserted for convenience of reference and do not affect the interpretation of the Contract.

3. **Account**

3.1. **Registration**

- (a) Some areas of SkillsConnect are accessible or available only to SkillsConnect Account Holders. To become a SkillsConnect Account Holder, an application must be submitted to SSG in the form and manner specified by SSG from time to time, accompanied by full payment of registration fees (if any) and all supporting information and documentation required by SSG.
- (b) SSG reserves the right, in its sole discretion, without advance notice and without liability to any person, to reject any application for registration of a SkillsConnect Account or to cancel or suspend any SkillsConnect Account without assigning any reason for its decision.
- (c) SSG may at its sole discretion and for its own reasons award 'Full Fee' or 'Nett Fee' status to training organizations at any time without notice.
- (d) SSG shall not in any way be responsible or liable to you or any other person if any person apart from the authorized users should obtain possession of or use the Login ID and/or password designated to you.
- (e) You agree to notify SSG immediately of any unauthorized use of its designated Login ID and password and/or any other breach of security of the SkillsConnect system.

3.2. **Communication**

- (a) In applying for or using a SkillsConnect Account, you consent to receive communications from SSG electronically. SSG will communicate with you using the email or postal address, fax or telephone number or by other contact details last updated in SSG's records. SSG may also communicate with you by posting notices on SkillsConnect from time to time. You agree that all agreements, notices, disclosures and other communications that SSG provides by these means shall satisfy any legal requirement that such communications be in writing.
- (b) No online application or other information or documentation transmitted via SkillsConnect or any other means approved by SSG from time to time shall be deemed complete or duly made unless the application complies with all Guidelines, including those set out in SSG's web site(s) or SkillsConnect, and all applicable laws and regulations in force from time to time.

- (c) SSG is not responsible for any failure or delay in the transmission of any email or the transmission of any information or documentation via SkillsConnect, howsoever arising.
- (d) You agree that any statement or representation you transmit via SkillsConnect (whether in an encrypted or decrypted form or in any other form) or a translation thereof shall be admissible as evidence of the actual information transmitted by you via SkillsConnect and you shall not dispute the authenticity or the accuracy of such statement or representation or translation thereof.

3.3. Security

- (a) You are solely responsible for the proper use of your SkillsConnect Account, the confidentiality of your SkillsConnect Account access information (including SingPass numbers or any other user names and passwords) and for all transactions and other activities conducted via your SkillsConnect Account, including all applications submitted and payments transacted via your SkillsConnect Account.
- (b) You shall not share your SkillsConnect Account with or assign or transfer it or any right under it to a third party. You shall not sub-contract or delegate any duty or obligation in respect of your SkillsConnect Account, except as provided in Section 3.3(d).
- (c) In the event of any unauthorized use of the SkillsConnect Account or any other breach of security regarding the use of SkillsConnect, you shall immediately notify SSG and/or its service providers and (if applicable) change your password and/or the list of personnel authorised to use SkillsConnect to transact on your behalf at your own cost and expense.
- (d) Where you are a corporate entity or an organization or where SSG otherwise permits, you may authorise your staff or other third parties to perform transactions on SkillsConnect on your behalf. You shall be solely liable for all such transactions performed by such third parties and for keeping SSG or its service providers informed of any changes to your staff or third parties so authorised by you.

3.4. Identity Verification and Online Payment

- (a) SSG may engage third party contractors or agents to perform obligations or activities contemplated or required to be performed by SSG pursuant to the Contract. Without prejudice to the generality of the foregoing, SSG may use third party services to verify identity, secure and protect your credit card information and assist your payment of any fees, charges, fines or dues payable to SSG via SkillsConnect, whether for the Services or otherwise. Any reference in the Contract to the Services shall include such third party services. You acknowledge and agree that the aforementioned third party contractors and agents may have access to any information that you submit on SkillsConnect.
- (b) You agree not to use the Services in an unlawful or fraudulent manner. In particular, you shall not use a SingPass other than your own or make any online payment using a credit card or payment instrument other than your own or without the prior consent of the lawful holder thereof.
- (c) Without prejudice to the other provision of the Contract, SSG shall not be responsible for any malfunction in any computer system, software or any Internet access service provider that may affect the accuracy or timeliness of the online transmission of payment instructions. SSG also shall not be responsible if any credit card or other information provided is incorrect or if payment instructions are not given sufficiently in advance to allow for timely payment of fees, charges, fines or dues to SSG or if payment instructions cannot be carried out for any reason beyond the control of SSG.
- (d) SSG will not entertain any requests for refund of fees, charges, fines or dues paid to SSG, except in cases of excess payment. SSG will refund such sums paid in excess but shall not be obliged to make any payment of interest or any compensation to you in respect thereof.

3.5. Disclaimer of Liability

- (a) SkillsConnect and the Services are provided by SSG on an "as is" and "as available" basis. To the fullest extent permitted by law, SSG disclaims all warranties and representations, whether express, implied or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose with respect to the Services, the SkillsConnect Accounts and the use thereof by SkillsConnect Account Holders and any warranty that the Services or the SkillsConnect Accounts will be error free or will perform in an uninterrupted manner or that any information provided shall be error-free, accurate, up to date or complete. Any losses incurred or sustained by a SkillsConnect Account Holder in connection with or arising out of the furnishing, performance or use of the Services, SkillsConnect or a SkillsConnect Account shall be borne solely and exclusively by the SkillsConnect Account Holder and shall in no event be borne by SSG, whether in whole or in part.
- (b) SSG reserves the right to shut down the SkillsConnect System from time to time for any duration and/or deny the Company or Training Organisation to the SkillsConnect System for the purposes including upgrading, maintenance, investigation or policy review. SSG shall not be liable or responsible to the Company, Training Organisation or any other person for any loss or damage suffered or caused due to the shut down or denial of access.

4. Audit and Inspection

- 4.1. You shall keep detailed and accurate records related to your transactions with SSG or any right or benefit granted by SSG together with supporting receipts, vouchers, invoices and other documents, in accordance with the applicable Specific Terms and Conditions and the Guidelines and generally accepted accounting principles. Such records shall be furnished to SSG as and when requested.
- 4.2. SSG may audit your records during your operating hours or at any other reasonable time determined by SSG for the purpose of monitoring Funded Courses or verifying any claims or statements submitted regarding Grants. Such audits may be conducted with or without prior notice. You shall permit SSG, and its officers, contractors and agents full and free access to your place(s) of operation and such records and allow SSG, and its officers, contractors and agents to inspect, make copies or take extracts from such records for these purposes. You shall provide full and timely co-operation with SSG and its authorised representatives.
- 4.3. If any discrepancies in any claims or statements made by you in relation to Grants or any non-compliance with the terms of the Contract are discovered in an audit, SSG reserves the right to withdraw any grants awarded and/or recover any grants disbursed and to impose any penalties, which are determined by SSG.

5. Intellectual Property

5.1. SSG IP

- (a) You acknowledge that entire right, title and interest (including without limitation intellectual property rights) in and to the SSG Marks, the Guidelines and any other documents and materials created or provided by SSG or obtained from SSG via SkillsConnect or otherwise (the "**SSG IP**") vests exclusively in SSG and/or its licensor(s) and you shall have no right, title or interest and will claim no right, title or interest to the SSG IP other than what has been granted by SSG to you under the Contract. You shall not at any time whether during or after the term of the Contract challenge the validity or SSG's ownership of or right to the SSG IP.
- (b) Any goodwill accruing to the SSG Marks generated by the performance of your obligations under the Contract shall accrue to SSG. You shall not do or omit to do any act or thing which may, in the sole opinion of SSG, adversely affect the goodwill associated with SSG or the SSG Marks or which may conflict with the interests of SSG.
- (c) You shall use the SSG IP strictly for the purposes set out in the Contract. Unless otherwise provided in the Contract, you shall not distribute, reproduce, modify, adapt, publish, broadcast, publicly perform and publicly display any such SSG IP or incorporate any such SSG IP into any

other works in any format or medium, now known or later developed, without the prior written consent of SSG, which may be withheld for any reason.

- (d) Unless otherwise provided in the Contract or approved in writing by SSG, you shall not use any SSG IP in respect of products or services that you provide outside Singapore or make any representation that any such products or services have received accreditation or other recognition or funding from SSG.
- (e) Any rights granted pursuant to the Contract for the use of the SSG IP are personal to you and you shall not grant sub-licences to or otherwise authorise any third party (including without limitation your appointed agencies, licensees, sub-contractors and representatives) or otherwise assign your right to use the SSG IP for any purpose whatsoever.
- (f) You shall immediately discontinue the use of the SSG IP and return to SSG or destroy all materials bearing SSG IP upon SSG's written notice to you to do so. For the avoidance of doubt, SSG need not give any reason for such notice.
- (g) SSG does not make any warranty in relation to the SSG IP and, in particular, does not warrant that the SSG IP do not infringe on the rights of any third party. You shall use the SSG IP at your own risk, and shall not have any claim against SSG for any damages, loss, expenses or costs in the event that SSG IP or any part of it infringes or is alleged to infringe the rights of any third party.
- (h) SSG shall have control of all proceedings in any court of law or tribunal in respect of any infringement of its rights in the SSG IP. If SSG wishes to bring or defend or if there be brought or defended any such proceedings, you shall, if requested by SSG, at your own cost and expense join in or lend your name to bring or defend such proceedings under the control of SSG and shall render all reasonable assistance and do all acts and things requested of you by SSG for the purpose of ensuring the efficient and proper prosecution or defence of such proceedings.

5.2. Your Intellectual Property

- (a) Otherwise stated in the applicable Specific Terms and Conditions, SSG does not claim ownership of any intellectual property rights in materials you create pursuant to and in accordance with the Contract.
- (b) You hereby represent, warrant and undertake to SSG that you own or have obtained (and shall maintain throughout the term of the Contract) all appropriate licences in respect of the intellectual property rights in all the materials you create, submit to SSG, use or distribute pursuant to and in accordance with the Contract (collectively the "**Applicant/Grantee Materials**"), that you have obtained from all persons who have contributed to the creation of the Applicant/Grantee Materials appropriate waivers of moral rights held by them and that nothing in the Applicant/Grantee Materials shall infringe any right of intellectual property or any other nature of any person.

6. Payment

- 6.1. All payments to be made by you to SSG under the Contract shall be made without any demand, set-off, counter-claim or deduction whatsoever, free and clear of and without any deduction or withholding on account of any tax, duty or other imposition that may be levied by any government from time to time, except to the extent required by law.
- 6.2. You shall reimburse SSG for any Goods and Services Tax or other taxes, duties or impositions that may be levied by any government arising out of the Contract. All amounts quoted by SSG in the Contract, on SkillsConnect and on its web site (<http://www.ssg.gov.sg>) are exclusive of such taxes, duties or other government impositions.
- 6.3. All unpaid amounts due from you under the Contract shall bear interest until they are finally paid at the rate of five percent (5%), calculated on a monthly basis, or such other rate as prescribed by the Ministry of Finance or other relevant authority from time to time. You shall bear all costs, charges and expenses directly or indirectly

incurred by SSG in obtaining or otherwise enforcing payment. The time for payment of any sums due to SSG under the Contract shall be of the essence.

7. Obligations

- 7.1. You shall conduct measure, track, evaluate, deliver and report the aims, targets and outcomes specified by SSG in accordance with the format and time schedule set out in the Contract or otherwise specified by SSG and comply with such instructions as SSG may issue from time to time.
- 7.2. You shall ensure that all your staff and permitted licensees, sub-contractors and representatives appointed to perform the obligations set out in the Contract have the requisite qualifications and are competent for their role. SSG shall be entitled to require you, upon written notice, to replace any such person who in SSG's sole opinion is either technically incompetent in carrying out his role or has conducted himself in a manner that is or is likely to damage or bring into disrepute the name or reputation of SSG.
- 7.3. You shall ensure that all information you provide about yourself, your services, fees and accreditation/application/claim submissions is true, accurate and complete to the best of your knowledge, and promptly provide updates to such information as and when necessary.
- 7.4. You shall comply with all relevant laws in the performance of your obligations under the Contract and at your own cost and expense, obtain and maintain all licences, consents, permits, approvals, waivers and authorisations from all relevant governmental authorities and third parties as may be required without any restrictions or qualifications whatsoever so as to enable you to fulfil your obligations under the Contract.
- 7.5. You shall not commit any act or make any statement or allow any of your staff and permitted licensees, sub-contractors and representatives to commit any act or make any statement or behave in any manner that damages or is likely to damage or bring into disrepute the name or reputation of SSG.
- 7.6. You shall keep SSG informed and updated on the progress of any activities carried out pursuant to the Contract, submit such proposals or reports to SSG in such formats and at such intervals as SSG shall require and attend such meetings or sessions with SSG or any other person as SSG shall require from time to time.
- 7.7. You shall not purchase materials, perform services or incur costs chargeable to SSG or in any way pledge SSG's credit without prior written consent of SSG.

8. Assignment, Sub-contracting or Delegation to Third Parties

- 8.1. You shall not assign or transfer the Contract or any right or benefit granted hereunder, or sub-contract or delegate any duty or obligation under the Contract to a third party, without the prior written consent of SSG which may be withheld for any reason.
- 8.2. SSG may assign or transfer the Contract any right or benefit granted hereunder, or delegate any duty or obligation under the Contract to any person without further reference to you.
- 8.3. In the event that SSG consents to the appointment of a sub-contractor or delegation of any duty or obligation to a third party pursuant to Section 8.1, the following terms shall apply:
 - (a) You shall contract with the third party at your own expense and in your own name and capacity and you shall not enter into any contracts in the name of or as agent of, or otherwise be capable of binding SSG contractually;
 - (b) You shall remain liable to SSG for the performance of your obligations under the Contract, for complying and ensuring the compliance of such third party with the terms of the Contract and for all acts and omissions of such third party;
 - (c) You shall be solely liable for all payments due to such third party (inclusive of Goods and Services Tax) and shall make such payments promptly and without any demand, set-off, counter-claim or

deduction whatsoever;

- (d) You shall be solely responsible for the supervision of such third party and for the proper and timely provision of any goods or services by such third party; and
- (e) You shall be solely responsible for all claims made by such third party or any disputes or differences arising out of or in connection with any contract between the Contractor and such third party.

9. Confidentiality

- 9.1. You shall keep secret and confidential, and shall not disclose to any third party without the prior written approval of SSG, which may be withheld for any reason, any and all information, data, plans, specifications, reports, accounts or other documents or things provided by or obtained from SSG pursuant to the Contract which have been identified as being confidential or which, due to their nature, are clearly confidential ("**Confidential Information**").
- 9.2. You shall take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality and to prevent disclosure of any Confidential Information, including obtaining confidentiality agreements from employees, agents and sub-contractors as may be required by SSG in a form specified by SSG from time to time. You shall at your own expense take such steps as SSG may reasonably direct in order to enforce or restrain any breach of such confidentiality agreements.
- 9.3. The provisions of this Section 9 shall not apply to information:
 - (a) that is already known to you prior to the date of disclosure by SSG;
 - (b) that at the time of disclosure is already in the public domain otherwise than by reason of a breach of the Contract by you;
 - (c) that after disclosure by SSG to you, becomes known or generally available to the public otherwise than by reason of a breach of the Contract by you; or
 - (d) that is required to be disclosed by an order of court, or to the police or the Inland Revenue Authority of Singapore or other government authorities, for the purpose of criminal investigation or otherwise.

10. Publicity

- 10.1. You shall seek SSG's prior written consent before the release of any press release(s) regarding any relationship between you and SSG arising out of the Contract.
- 10.2. You consent to the release by SSG of the contents of any application you submit to SSG to third parties as appropriate, including without limitation SSG's appointed accreditation or assessment bodies, sponsoring organisations and other government agencies.
- 10.3. You further consent to disclosure by SSG to the public that you have applied for or been granted any right or benefit under the Contract. SSG shall also be entitled to make such publication or announcement as it may deem fit regarding the expiry or termination of the Contract or the expiry, termination, revocation, suspension or variation of any right or benefit granted under the Contract regardless of reason, without further notice or liability whatsoever to you.

11. Force Majeure

- 11.1. Neither party shall be liable for any failure to perform its obligations under the Contract if the failure results from causes beyond its reasonable control (including without limitation acts of God, civil or military authority, civil disturbance, wars, strikes, fires or other catastrophes) PROVIDED ALWAYS that the affected party shall

resume its obligations as soon as the event occasioning the failure ceases or abates.

- 11.2. Without prejudice to Section 11.1, if the effect of any of the aforesaid events shall continue for a period exceeding three (3) months, SSG may at any time thereafter upon giving you written notice elect to terminate the Contract or terminate, revoke, suspend or vary any right or benefit granted under the Contract without liability or compensation to you.

12. Termination or Suspension

12.1. SSG may terminate or suspend the Contract forthwith by notice in writing in the event that:

- (a) you have breached any warranty or term of the Contract and in the case of a breach capable of being remedied, have failed to remedy the breach within thirty (30) days after the receipt of a written request notifying such breach and requiring it to be remedied;
- (b) you are consistently in breach of any warranty or term of the Contract regardless of the fact that you may have for each such breach, remedied the breach within any time period set out in the Contract;
- (c) you or your goods/services fail any assessment or audit conducted by SSG pursuant to the Contract and, where SSG has required corrective action to be taken following such assessment or audit, you have failed to comply with such requirements to SSG's satisfaction;
- (d) a criminal complaint or police report has been lodged against you or a complaint has been lodged with the Consumers Association of Singapore against you or there exists criminal investigations or proceedings relating to you or you are convicted of, or charged with an offence under the SkillsFuture Singapore Agency Act 2016 (Act 24 of 2016), the Skills Development Levy Act (Cap. 306), Lifelong Learning Endowment Fund Act (Cap. 162A), or other applicable law or in the opinion of SSG you are guilty of gross moral turpitude or have made statements or conducted yourself in a manner that is prejudicial to the reputation or interests of SSG;
- (e) you have made any statements or engaged in any conduct which brings or is likely to bring into disrepute the name and/or reputation of SSG or is abusive of SSG's staff, contractors and/or resources;
- (f) you use or permit the use of the SSG IP or any right or benefit granted under the Contract in a manner inconsistent with the Contract or which, in the sole opinion of SSG, is or might be prejudicial to the interests of SSG;
- (g) you fail to pay any sum(s) due to SSG under the Contract and such sum(s) remain unpaid for fourteen (14) days after written notice from SSG that such sum(s) have not been paid;
- (h) you suspend or cease or threaten to suspend or cease your business or the conduct of any activity in respect of which you have been granted a right or benefit under the Contract;
- (i) there is a change in your ownership, shareholding, partners or management;
- (j) there exists any circumstance, which in SSG's sole opinion, renders you unable to able to comply with the Contract or any part thereof or renders the Contract inconsistent with the objects and purposes of the SkillsFuture Singapore Agency Act 2016 (Act 24 of 2016), the Skills Development Levy Act (Cap. 306), Lifelong Learning Endowment Fund Act (Cap. 162A), or other applicable law; or
- (k) you become or threaten to become or are in jeopardy of becoming subject to any form of bankruptcy or insolvency administration or go into liquidation (except for members' voluntary liquidation pursuant to reconstruction, amalgamation or reorganisation) or make any arrangement or composition with your creditor(s) or have a receiver appointed of all or any part of your assets

or take or suffer any similar action in consequence of a debt.

- 12.2. Upon the occurrence of any of the matters set out in Section 12.1, SSG may at its sole discretion, elect to terminate, revoke, suspend or vary any right or benefit granted under the Contract without liability or compensation to you in lieu of terminating the Contract.
- 12.3. In the event that the applicable Guidelines are revised, amended, supplemented or replaced, SSG shall be entitled upon written notice to require you to make changes to the goods or services in respect of which you have been conferred a right or benefit under the Contract in compliance with the revised, amended, supplemental or replacement Guidelines and re-submit an application for such right or benefit. If you fail to re-submit an application as required within the period stipulated by SSG to the satisfaction of SSG, the right or benefit so granted to you shall be automatically revoked unless otherwise notified by SSG in writing.
- 12.4. Either you or SSG may terminate the Contract or revoke any right or benefit granted to you without cause upon one (1) month's prior written notice to the other party.
- 12.5. You may, at the SSG's sole discretion, be required to show cause why any right or benefit granted to you should not be terminated, revoked, suspended or varied. If you fail to show sufficient cause within the time prescribed by SSG, SSG shall be entitled to proceed with the termination, revocation, suspension or variation in accordance with the Contract. SSG shall have the sole and absolute discretion to determine whether you have shown sufficient cause.

13. **Effect of Termination or Suspension**

- 13.1. Upon the expiry or termination of the Contract for any reason, you shall:
 - (a) Immediately cease the use of the SSG IP, and cease to hold yourself or your activities out as having been granted any right or benefit by SSG.
 - (b) Within seven (7) days, return to SSG all documents and other materials provided by SSG pursuant to the Contract, including but not limited to all labels and decals bearing the SSG Marks, or destroy the same if directed by SSG.
 - (c) Within one (1) month, provide SSG with all records generated in respect of the Contract, in both hard copy and electronic copies.
- 13.2. Upon the expiry, termination or revocation of any right or benefit granted under the Contract for any reason, Section 13.1 shall apply to the extent the specific right or benefit has expired or been terminated or revoked.
- 13.3. In the event of a suspension of the Contract or any right or benefit granted under the Contract, you shall comply with Section 13.1(a) until and unless notified by SSG in writing that the suspension has been lifted.
- 13.4. Upon the termination of the Contract or the termination or revocation of any right or benefit granted under the Contract by reason of any matter set out in Section 12.1(a) to (g), you shall pay to SSG the full amount of any funding or subsidy received from SSG under the Contract or in connection with the right or benefit so terminated or revoked.
- 13.5. Upon the termination of the Contract or the termination or revocation of any right or benefit granted under the Contract by reason of any matter set out in Section 12.1(h) to (k), SSG reserves the right to recover from you any funding or subsidy received from SSG under the Contract or in connection with the right or benefit so terminated or revoked.

14. **Warranties**

- 14.1. You represent, warrant and undertake to SSG that:

- (a) Where you are not an individual, the person who has submitted an application to SSG under the Contract on your behalf or who has used SkillsConnect to transact in your name and on your behalf is authorised to act on your behalf and to bind you to the Contract.
- (b) Where an application is submitted to SSG by you or on your behalf, you have the right, power and authority to submit the application, to become a SkillsConnect Account Holder or accept the grant of any right or benefit under the Contract, as the case may be, and to fully perform all your obligations under the Contract.
- (c) All information and documents you provide to SSG are true, accurate and complete to the best of your knowledge, you have not wilfully suppressed any material facts. You acknowledge and agree that any misrepresentation or omission of information will be grounds for the termination of any SkillsConnect Account registered in your name or the revocation of any right or benefit granted to you, and/or the recovery of any funds disbursed to you without prejudice to any other rights and remedies of SSG against you.
- (d) You shall inform SSG promptly in writing of any changes to the information or documentation provided to SSG and any changes to circumstances that may affect your eligibility for any right or benefit granted to you under the Contract.
- (e) You shall promptly provide SSG with such information, documents and other materials as SSG may require from time to time in connection with your SkillsConnect Account, any right or benefit granted to you under the Contract or any application you have submitted for the foregoing.
- (f) Your obligations under the Contract shall be performed by suitably qualified personnel in a timely and professional manner in accordance with reasonable standards generally observed in the same or similar industry.

14.2. You acknowledge that the submission of an application, whether for SkillsConnect Account registration or for any other right or benefit under the Contract, does not of itself automatically entitle you to registration as a SkillsConnect Account Holder or to such right or benefit.

15. Release and Indemnity

15.1. You hereby waive, release and forever discharge SSG and its agents, directors, officers, employees, successors, assigns and representatives thereof (collectively the "**Releasees**") from any and all claims, actions, causes of action, proceedings, liabilities, losses, damages, expenses arising out of or otherwise in connection with the breach of any of your warranties or obligations under the Contract and/or any act, neglect or omission by you or your agents, directors, officers, employees, successors, assigns and representatives.

15.2. You shall indemnify, defend and hold harmless SSG and all Releasees from and against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including all legal fees and expenses) and other liabilities arising from, in connection with or related in any way, directly or indirectly, to:

- (a) any breach or alleged breach of any of your representations and warranties;
- (b) any breach by you of the provisions of the Contract;
- (c) your conduct of any activities pursuant to the Contract and/or your use of the SSG IP; or
- (d) any dispute between you and third parties arising out of or in connection with any of the above items (a) to (c).

16. Insurance

16.1. You shall effect and maintain with an approved insurance agency adequate insurance, including without any limitation property, third party, public liability, workmen's compensation, professional liability and errors and

omissions insurance for your use of the Services or SkillsConnect, and your acceptance of any right or benefit under the Contract and all activities related thereto or otherwise arising due to the Contract, protecting you and SSG against any liability whatsoever or howsoever occasioned. You shall forward a certified true copy of the relevant certificate of insurance to SSG upon SSG's request. It is understood and agreed that it shall be your responsibility to ensure the amount of coverage is adequate.

17. General Terms

- 17.1. The Contract shall ensure to the benefit of and be binding upon the parties and their respective successors in title or assigns as the case may be.
- 17.2. A waiver (whether expressed or implied) by a party of any of the provisions of the Contract or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the provisions of the Contract not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of the Contract.
- 17.3. The invalidity, illegality or unenforceability of any of the provisions of the Contract shall not affect the validity, legality and enforceability of the remaining provisions of the Contract.
- 17.4. Nothing in the Contract shall be deemed to create a joint venture or partnership or any employer-employee or principal-agency relationship of any kind between you and SSG. Neither party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.
- 17.5. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of the Contract.
- 17.6. The Contract shall be governed by Singapore law and the parties submit to the non-exclusive jurisdiction of the Singapore Courts.
- 17.7. The Contract constitutes the entire agreement between SSG and you with respect to the subject matter hereof and supersedes and cancels in all respects all previous communications, agreements and undertakings between the parties, whether written or oral.

Updated as at 13 September 2016 and effective on 3 October 2016