

# TERMS OF USE

## Agreement to Terms of Use

1. This portal for the Direct School Admission for Secondary Schools (accessed via <https://www.dsa-is.moe.gov.sg/login/mainstreamapplicant> or <https://www.dsa-is.moe.gov.sg/login/nonmainstreamapplicant>) ("DSA-Sec Portal") is owned and operated by the Government of the Republic of Singapore represented by the Ministry of Education ("MOE").
2. By registering, accessing and using any part of the DSA-Sec Portal (including any Internet sites linked to or from the DSA-Sec Portal), you unconditionally accept to be legally bound by these Terms of Use ("Terms"), which govern access of the entire contents or functions provided by the DSA-Sec Portal. If you do not accept any of these Terms, exit immediately. Continue only if you accept these Terms.
3. Your usage of the DSA-Sec Portal is subject to the accompanying Privacy Statement.
4. In these Terms:
  - (i) the words "we", "our" and "us" refer to MOE; and
  - (ii) "Service" refers to the service provided via the DSA-Sec Portal, namely the making of applications and submission of school preferences for DSA-Sec during the Direct School Admission for Secondary Schools Exercise.
5. MOE reserves the right to change or modify these Terms at any time and in its sole discretion. Your use of the DSA-Sec Portal after such changes or modifications have been posted shall constitute your agreement to be bound by the changed or modified Terms. It will be your responsibility to check and keep yourself informed of the prevailing Terms whenever you access or use any part of the DSA-Sec Portal.

## Access to the DSA-Sec Portal

6. The accessibility and operation of the DSA-Sec Portal relies on technologies outside our control. We do not guarantee continuous accessibility or uninterrupted operation of the DSA-Sec Portal.

## Relying on Information

7. Other than to provide access to the Service, we provide the DSA-Sec Portal as a general information source only and we are not involved in giving professional advice here. The DSA-Sec Portal may not cover all information available on a particular issue. Before relying on the DSA-Sec Portal, you should do your own checks or obtain professional advice relevant to your particular circumstances.

## **Use of Information Provided**

8. You hereby consent to the use of all information you have provided, or may provide through the DSA-Sec Portal, by MOE and any school that your child is enrolled in, for the purposes of processing your child's DSA-Sec application.

## **Hyperlinks**

9. We are not responsible or liable for the availability or content of any other Internet site (not provided by us) linked to or from the DSA-Sec Portal. Access to any other Internet site is at your own risk. If you create a link or frame to the DSA-Sec Portal, you do so at your own risk. We reserve the right to object or disable any link or frame to or from the DSA-Sec Portal. We reserve the right to change the URL of the DSA-Sec Portal.

## **Intellectual Property**

10. The contents of the DSA-Sec Portal, including source code, pages, documents and online graphics, audio and video (the "Contents"), are protected by copyright, trademark, and other forms of intellectual property rights. All rights, title and interest in the Contents are owned by, licensed to or controlled by us. All rights reserved (© Ministry of Education, Government of Singapore).
11. You shall not use the DSA-Sec Portal in any unlawful manner, for any unlawful purpose, in a way that violates another person's rights, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the DSA-Sec Portal.
12. Modification of any part of the Contents or use of any part of the Contents for any other purpose other than permitted by MOE will be a violation of MOE's copyright and other intellectual property rights. Graphics and images on the DSA-Sec Portal are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of MOE or their respective copyright owners.

## **General Disclaimer and Limitation of Liability**

13. The Contents are provided on an "as is, where is" basis without warranties of any kind. While every care is taken by us in providing the contents or functions linked to or from the DSA-Sec Portal, we will not be liable for any loss or damage:
  - (i) that you may incur arising from any inaccuracy or incompleteness in, or errors or omissions in the information in the DSA-Sec Portal;
  - (ii) resulting from any delay in the operation or transmission, communications failure, Internet access difficulties or malfunctions in equipment or software; or
  - (iii) arising or resulting from the conduct or the views of any person who accesses or uses the DSA-Sec Portal.
14. To the fullest extent permitted by law, MOE does not warrant and hereby disclaims any warranty:

- (i) as to the accuracy, correctness, adequacy, fullness, reliability, timeliness, non-infringement, title, merchantability or fitness for any particular purpose of the Contents;
  - (ii) that the Contents available through the DSA-Sec Portal or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that this website and the server is and will be free of all viruses or other malicious, destructive or corrupting code, agent, program or macros or other harmful elements.
15. MOE shall also not be liable for any damages or loss of any kind caused as a result (whether direct or indirect) of the use of the DSA-Sec Portal, or non-access thereof, including but not limited to any damage or loss suffered as a result of reliance on the Contents contained in or available from the DSA-Sec Portal.
16. Where appropriate, we use available technology to protect the security of communications made through the DSA-Sec Portal. However, we do not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the DSA-Sec Portal or any other Internet site linked to or from the DSA-Sec Portal. Internet communications may be susceptible to interference or interception by third parties. Despite our best efforts, we make no warranties that the DSA-Sec Portal is free of infection by computer viruses or other unauthorised software. You should take appropriate steps to keep your information, software and equipment secure. You should keep your passwords confidential. Please note that we will never ask you for your SingPass password.

## **Use of Service**

17. You use the Service at your own risk, and are responsible for the use of the Service by yourself or purportedly by you, and for all transactions effected through the use of your SingPass or any other login password.
18. We shall be entitled to process all transactions conducted under your password as transactions effected by you unless you are informed otherwise in writing.
19. You are responsible for printing or otherwise retaining records of all transactions made by you using the Service. Such records shall be for your own reference only.
20. Any computer output from this Service is admissible in court as evidence and is binding on you, and you agree not to dispute the authenticity or the accuracy of any such computer output.
21. For your convenience, we may also display to you data you had previously supplied to us or other Government agencies. This will increase the speed of the transaction and save you the trouble of repeating previous submissions. Should the data be out-of-date, please supply us with the latest data. We will retain your personal data only as necessary for the effective delivery of public services to you.

## **Warranty and Indemnity**

22. You hereby represent, warrant and covenant that all data and information provided by you is complete and accurate and that your use of the Service shall not constitute or encourage conduct that may give rise to civil liability or otherwise violate the law, including the legal rights of third persons.
23. You hereby agree that we shall not be liable to you in any manner whatsoever for any direct, indirect, incidental, special, consequential or exemplary damages or other legal remedies whatsoever arising from or in connection with any data and information which any person posts, uploads, provides, or communicates via the DSA-Sec Portal, any person's use of the DSA-Sec Portal, and any breach by any person of these Terms.
24. You hereby agree to indemnify, defend and hold us harmless from and against any and all liability and costs incurred in connection with any claim arising from or in connection with any data and information which you post, upload, provide, or communicate via the DSA-Sec Portal, your use of the DSA-Sec Portal, any breach by you of these Terms, or any of the foregoing representations, warranties and covenants including without limitation costs on a full indemnity basis. You shall cooperate as required by us in the defence of any claim. We reserve the right at our own expense to assume the sole defence and control of any matter subject to indemnification by you and you shall not in any event settle any matter without our prior written consent.

## **Collection, Use and Disclosure of Personal Data Provided**

25. You hereby consent to MOE collecting, using and disclosing any personal data that you have provided through the DSA-Sec Portal for the purposes of:
  - (i) updating any student information databases managed by MOE or any school that your child is, or is subsequently, enrolled in;
  - (ii) planning and conducting any programmes that are held by the school that your child is, or is subsequently, enrolled in;
  - (iii) enabling, where relevant and necessary, Government agencies, statutory boards, health-care providers and other parties to ensure the safety and well-being of your child; or
  - (iv) sending you information related to education issues or education-related events associated with MOE or the school which your child is, or is subsequently, enrolled in.

## **Access to the DSA-Sec Portal**

26. MOE reserves all rights to deny or restrict access to the DSA-Sec Portal to any particular person, at any time, without ascribing any reasons whatsoever.
27. MOE may determine, suspend, or vary the frequency and manner of use of the Service at any time and for any reason. You acknowledge and understand that there may be occasional delays and system constraints in accessing the DSA-Sec Portal and/or in using

the Service, and the same may not always be error free or free from computer virus or other invasive or damaging code.

## **Internet Connection**

28. Usage of the DSA-Sec Portal requires an active Internet connection. In using the DSA-Sec Portal, you are accepting responsibility for any charges incurred in using any Internet service.

## **Governing Law**

29. Use of the DSA-Sec Portal, and these Terms are governed by and construed in accordance with the laws of the Republic of Singapore. You hereby agree to submit to the exclusive jurisdiction of the Singapore Courts in the determination of any dispute arising in connection with the DSA-Sec Portal and its use.

## **Fees**

30. There are currently no fees for using any part of the DSA-Sec Portal. We reserve the right to introduce new fees from time to time. We are not responsible for any fees charged by any other Internet site (not provided by us).