

AfterLifeSG

Terms of Use

1. General

1.1 Introduction

1.1.1 These Terms set out the terms and conditions upon which the Government Technology Agency provides access to and use of the Service. When you read these Terms, “**we**”, “**us**” or “**our**” refers to the Government Technology Agency. Please read these Terms carefully.

1.1.2 “**User**”, “**you**”, or “**your**” means any person who accesses or uses the Service.

1.1.3 **If you are below 18 years old:** you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms and their agreement to take responsibility for: (i) your actions (including your actions as a Publisher and/or Contributor); and (ii) your acceptance and compliance with these Terms. If you do not have consent from your parent(s) or legal guardian(s), you must stop accessing and/or using the AfterLifeSG Website or the Service.

1.2 **Acceptance:** By accessing and/or using the Service, you are agreeing to these Terms. Please note that any non-compliance with these Terms may result in civil or criminal liability. If you do not agree to these Terms, please do not access and use the Service.

1.3 **Singpass required to be a Publisher and/or Contributor:** To use this Service as a Publisher and/or Contributor, you are required to log in using your Singpass Account. Please note that these Terms do not cover the provision of or your eligibility to access or use Singpass. If you are eligible, your sign up, issuance of credentials, access or use of Singpass will be subject to separate terms of use between you and GovTech.

1.4 **Contact details:** If you have any question about these Terms or the Service, please fill in the feedback form at <https://go.gov.sg/afterlifessg-feedback> or contact us at:

Government Technology Agency

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

2. The Service

2.1 The Service is a free informational platform for members of the public to publish and host digital memorials for Deceased Individuals (“**Memorials**”), in the manner set out in these Terms. You may:

2.1.1 view Memorials; and/or

2.1.2 only upon logging in via Singpass:

(i) **be a “Publisher”:** publish a Memorial (“**Publisher**”); and/or

- (ii) **be a “Contributor”**: leave digital offerings, messages, and photographs on the Memorials (“Contributions”) (such role, a “Contributor”).

2.2 Memorials will contain personal data on the Deceased Individual, and examples include:

- 2.2.1 name;
- 2.2.2 date of birth;
- 2.2.3 date of death;
- 2.2.4 a brief biography;
- 2.2.5 a photograph of the Deceased Individual; and
- 2.2.6 the location of their final resting place.

3. Access and use of the Service

3.1 Your compliance with guidelines, laws etc.: You must comply with the following when accessing and/or using the Service:

- 3.1.1 any and all instructions, guidelines, directions, notices, operating rules and policies with respect to access to and/or use of the Service, and “*Frequently Asked Questions*” regarding the Service, as may be issued and/or amended by us from time to time which are communicated to you or published on the AfterLifeSG Website; and
- 3.1.2 applicable laws.

3.2 Restricted activities: You agree and undertake to not do or attempt to do the following:

- 3.2.1 impersonate any person or to falsely state or otherwise misrepresent your affiliation with any person;
- 3.2.2 use the Service in a manner that would contravene any applicable laws and regulations, breach the Terms, or violate the rights of any Third Party;
- 3.2.3 gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to the Service;
- 3.2.4 carry out any data mining, data compilation or data extraction (including of any personal data) for the purposes of statistical, trade or for other forms of analysis (and the development of derivative materials and works) on any aspect of our business processes or practices or in relation to the Service;
- 3.2.5 post, promote or transmit through the Service any Prohibited Materials;
- 3.2.6 interfere with another’s utilisation and enjoyment of the Service;
- 3.2.7 use or upload, in any way, any software or material that contains, or which you have reason to suspect contains, viruses, damaging components, malicious code or harmful

components which may impair or corrupt the Service's data or damage or interfere with the operation of the Service or another's computer or mobile device;

- 3.2.8 use any of the Service other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws, or views, download, print or use the Service, other than as allowed under applicable laws;
- 3.2.9 copy, sell, distribute, transmit, publicly display, rent, lease, export, sub-license, publish, commercialise or otherwise reproduce the Service or any part thereof in any form or by any means;
- 3.2.10 adapt, modify, decompile, disassemble or reverse-engineer, interfere with or intercept the Service or any part thereof;
- 3.2.11 prepare or develop derivative works based on the Service or any part thereof;
- 3.2.12 remove, circumvent, impair, bypass, disable or otherwise interfere with the Service or any part thereof; and
- 3.2.13 use the Service or any part thereof in any manner that could damage, disrupt, disable, overburden, or impair the operation of the Service.

Any breach of any of the aforesaid restrictions shall result in immediate and automatic termination of all rights and licence granted hereunder. The restrictions set out herein shall survive the termination of these Terms.

- 3.3 **Modifications and availability of Service:** We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Service and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Service.

- 3.4 **Right (but not obligation) to monitor or control use or content; to report activity or request information:** We reserve the right, but shall not be obliged to:

- 3.4.1 monitor, screen or otherwise control any activity, content or material on the Service. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action we deem appropriate;
- 3.4.2 prevent or restrict access of any User to the Service or of any Publisher or Contributor to any features or functions provided through the Service;
- 3.4.3 report any activity that is or is suspected to be in violation of any applicable law to the appropriate authorities and to co-operate with such authorities; and/or
- 3.4.4 to request any information and data from you in connection with your access to and/or use of the Service, at any time and to exercise our right under this Clause 3.4.4 if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

3.5 Right to modify and remove Memorials and Contributions: We may, in our sole and absolute discretion, modify and remove any Memorials and Contributions.

3.6 For Publishers and Contributors

3.6.1 Personal data disclosed using the Service: You warrant that where you disclose personal data of any Person using the Service, you have obtained the prior consent of such Person for us to collect, use, and disclose such personal data for the Approved Purpose.

3.6.2 Takedown requests: We reserve the right to disregard any request for the removal or modification of Memorials and Contributions, at our sole and absolute discretion.

3.7 Feedback from Users

3.7.1 Feedback generated by you: You may share, submit or transmit certain content or information (including data or personal data relating to you, or that may relate to a Third Party individual and that is provided by you) when you submit feedback to us ("**Feedback**"). Please ensure that your Feedback is correct, true and appropriate for the purpose you are submitting such Feedback for.

3.7.2 Restrictions on Feedback: Your Feedback must not be of any type that:

- (i) is false, offensive, defamatory, misleading, fraudulent; or
- (ii) contravenes any applicable laws, guidelines or violates the rights of any person.

3.7.3 Right to use Feedback: We, any Specified Entity and any relevant Third Party may use, modify, delete and process your Feedback for the purposes of processing or following up on your Feedback and/or for any purposes directly incidental or related to the above.

4. Obligations and Acknowledgements of Publishers and Contributors

4.1 Publishers

4.1.1 Eligibility of Publishers: Unless permitted by us, each Publisher represents and warrants to satisfy (and continue to satisfy) the relevant eligibility criteria as may be prescribed by us from time to time, including:

- (i) having a Singpass Account;
- (ii) if you are below 18 years old, you have obtained consent from your parent(s) or legal guardian(s) to, among others, take responsibility for your actions as a Publisher pursuant to Clause 1.1.3;
- (iii) being a public officer of a Specified Entity; and
- (iv) where you wish to publish a Memorial for any Deceased Individual, the Publisher must satisfy one of the following conditions in relation to that Deceased Individual:

- (a) the Publisher is a person specified under paragraph 16(2) of the Personal Data Protection Regulations 2021; or
- (b) the Publisher has the valid written authority and consent from the person(s) described in Clause 4.1.1(iv)(a) to act on their behalf, and provide the Deceased Individual's personal data to us to collect, use, and disclose for the Approved Purpose.

For example, you could be a Publisher if you are:

- ***under Clause 4.1.1(iv)(a):***
 - *the personal representative of the Deceased Individual; or*
 - *appointed under the Deceased Individual's will to disclose his or her personal data; or*
- ***under Clause 4.1.1(iv)(b):*** *a person authorised in writing by the personal representative of the Deceased Individual.*

4.1.2 Right (but not obligation) to request information to verify eligibility: We reserve the right, but shall not be obliged to request any information and data from Publishers to verify their eligibility to be Publishers, at any time and to exercise our right under this Clause 4.1.2 if a Publisher refuses to divulge such information and/or data or if a Publisher provides or if we have reasonable grounds to suspect that a Publisher has provided inaccurate, misleading or fraudulent information and/or data.

4.1.3 Right to manage and remove Contributions: Publishers may, at GovTech's sole discretion, be granted certain rights to manage the Memorials they have published, including the right to manage and remove the Contributions made to those Memorials, subject to these Terms.

4.1.4 Restrictions on Memorials: In addition to complying with the restrictions under Clause 3.2, all Memorials must not include the personal data of any Person, unless the Publisher has obtained prior consent of such Persons for us to collect, use, and disclose such personal data for the Approved Purpose.

4.1.5 Multiple Memorials for the same Deceased Individual:

- (i) Only one Memorial can be published for a Deceased Individual. Where multiple Publishers seek to publish one or more Memorials in respect of the same Deceased Individual, we reserve the right, at our sole and absolute discretion, to refuse the creation of any Memorials in respect of that Deceased Individual.
- (ii) Prior to creating a Memorial, you shall be solely responsible for checking and ensuring that no other individual has published a Memorial in respect of the same Deceased Individual.

4.2 Contributors

4.2.1 Eligibility of Contributors:

- (i) Each Contributor shall be required to log in to Singpass using their Singpass Account to access and use this Service as a Contributor; and
- (ii) if you are below 18 years old, you have obtained consent from your parent(s) or legal guardian(s) to, among others, take responsibility for your actions as a Contributor pursuant to Clause 1.1.3.

4.2.2 Restrictions on Contributions: All Contributions must:

- (i) comply with Clause 3.2; and
- (ii) not include the personal data of any Person, unless the Contributor has obtained prior consent of such individual for us to collect, use, and disclose such personal data for the Approved Purpose.

4.2.3 Publisher's right to manage and remove Contributions: Subject to Clause 4.1.3, Publishers have the right to manage and remove the Contributions made to the Memorials they published.

4.2.4 Users' actions, content and information: You are solely responsible for your actions and the contents of your transmissions through the Service. You warrant and represent that you have the right and authority to submit the contents of your transmissions through the Service.

5. Intellectual Property

5.1 Ownership: The Intellectual Property Rights in and to the Service are owned, licensed to or controlled by us, our licensors or our service providers.

5.2 Permitted use: You are permitted to use the Service for personal or non-commercial purposes only, provided that you do not modify the Service and that you retain all proprietary notices contained in the Service. Apart from this, you shall not reproduce, reverse-engineer, decompile, disassemble, separate, alter, adapt, redistribute, republish, display, broadcast, hyperlink, mirror, frame, hotlink, transfer or transmit in any manner or by any means or store in an information retrieval system or install on any servers, system or equipment any content accessed through the Service, without our prior written permission or that of the relevant Intellectual Property Rights owners.

5.3 Trade Marks: Nothing on the Service and in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag) any Trade Marks that appear on or are displayed in connection with the Service, without our written permission.

6. Privacy Statement

6.1 Privacy Statement: If you generate, share, submit or transmit Feedback or any data using the Service, we may be required to collect, store, use, disclose or process data or personal data relating to you, or that may relate to a Third Party individual and that is provided by you. In this regard, we will collect, use, store, disclose or process such data or personal data in accordance with our Privacy Statement.

- 6.2 Right to collect, use and disclose certain data:** If you generate, share, submit or transmit Feedback, you acknowledge and agree that we, any other Specified Entity and any relevant Third Party may collect, use, disclose, modify, delete and process your Feedback (including data and personal data relating to you, or that may relate to a Third Party individual and is provided by you) for the purposes of processing or following up on your Feedback, and any purposes directly incidental or related to the above.

For example, we may share your feedback with product teams or other Specified Entities for follow-up.

Examples of the data you may provide to us when providing feedback to us include:

- *your personal details such as your name; and*
- *contact details such as your mobile number and e-mail address.*

7. Liability

7.1 Disclaimers

7.1.1 Memorials and Contributions: We do not make any representations or warranties of any kind, implied, express or statutory, regarding any content or information in Memorials or Contributions. It is the sole responsibility of each Publisher and Contributor to verify the truthfulness, accuracy, completeness, timeliness and reliability of the information and content therein. Prior to publishing a Memorial or making a Contribution, each Publisher and Contributor must verify all content therein accordingly.

7.1.2 Use of OneMap's service:

- (i) You will not hold us liable for any damage or loss of any kind caused as a result (direct or indirect) of your use of OneMap's service, including any damage or loss suffered as a result of reliance on the contents contained in or available from OneMap's service.
- (ii) Nothing in the Service will be considered an endorsement, representation or warranty of or by us with respect to OneMap. We make no representation or guarantee regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of OneMap's service and any use or reliance on the same by you is solely at your own risk.

7.2 Exclusion of liability

7.2.1 No endorsement of hyperlinked websites or content: We may include hyperlinks to other websites or content on the Internet, including content from OneMap, and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content. Please note that your access to or use of such linked websites or content shall be at your own risk.

7.2.2 No representations or warranties: The Service is provided on an “as is” and “as available” basis. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of Third Party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, are given in conjunction with the Service. Without prejudice to the generality of the foregoing, we do not warrant:

- (i) the accuracy, correctness, effectiveness, currency, timeliness, reliability, availability, interoperability, adequacy, commercial value or completeness of all data and/or information contained in the Service;
- (ii) that the Service will be provided uninterrupted, secure or error-free, or that any defects will be corrected;
- (iii) that the Service is free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
- (iv) the security of any information transmitted by you or to you through the Service, and you accept the risk that any information transmitted or received through the Service may be accessed by unauthorised third parties and/or disclosed by us or our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.

7.2.3 Exclusion of liability: We shall not be liable to you or any Third Party for any and all losses, costs, expenses or damages of any kind whatsoever or howsoever caused (regardless of the form of action), including any direct or indirect, special or consequential damage, loss of income, revenue or profit, lost or damaged data, or damage to your device, software or any other property, whether arising directly or indirectly in connection with:

- (i) any access, use and/or inability to use the Service;
- (ii) reliance on any content, data or information provided, downloaded or otherwise made available through the Service. You should not act on such content, data or information without first independently verifying its contents;
- (iii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros in the Service; and
- (iv) any use of or access to any other website linked to or provided through the Service,

even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of any of the foregoing.

8. Indemnification

You shall indemnify us from and against any demand, suit or action made or brought by any person (including liabilities, damages, costs, and expenses, including reasonable legal costs and expenses, related to such claim) arising out of (i) your negligent, unlawful, fraudulent or reckless conduct, or your wilful misconduct; (ii) your breach of any applicable laws as may be applicable in respect of your access and use of the Service; and (iii) your breach of any of your obligations and acknowledgements under these Terms.

9. Termination

9.1 In our sole and absolute discretion, we may with immediate effect upon giving notice (i) discontinue or terminate the Service (or any part thereof), or (ii) deny or restrict your access to and use of the Service (or any part thereof), for any reason whatsoever (including a breach of any of these Terms), whereupon these Terms shall also terminate. Notice may be given by posting the discontinuance or termination, or denial or restriction, (as may be applicable) on the Service or through such other means as we may deem appropriate.

9.2 Upon termination of these Terms for any reason all rights and/or licences granted to you under these shall immediately cease and terminate and you must immediately cease all access and use of the Service. Any termination of these Terms for any reason shall not affect any of our rights accrued prior to termination, and your obligations under any provisions of these Terms which are meant to survive the termination.

10. General

10.1 Assignment

10.1.1 You must not assign or sub-contract these Terms.

10.1.2 We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of the Service or these Terms, without notifying you, without your consent, and without further reference to you.

10.2 Severability: If any provision of these Terms is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then these Terms, including all remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included.

10.3 Waiver: No delay by us in enforcing any provision of these Terms will be construed to be a waiver of any of our rights under that provision.

10.4 Notice: Any notice that we intend to give to you may be posted on the Service or sent to any contact information you may have provided us with. You are deemed to have received notice of the same upon us posting on the Service or sending such notice to you.

10.5 Rights of Third Parties: A person who is not a party to these Terms will have no right under the Contracts (Rights of Third Parties) Act 2001 or otherwise to enforce any of its terms.

10.6 Governing Law: These Terms and the access and use of the Service will be governed and construed in accordance with the laws of Singapore.

10.7 Amendments

- 10.7.1** We reserve the right to change, modify or supplement these Terms at our discretion and at any time, by posting the changed, modified or supplemented Terms on the Service or through such other means as we may deem appropriate.
- 10.7.2** Your continued access and/or use of the Service following the posting of any change, modification or supplement will constitute your acceptance of such change, modification or supplement. If you do not agree to any changes, modifications or supplements to these Terms, please do not access or use the Service. Notwithstanding Clause 10.5, our right to vary these Terms in the manner aforesaid may be exercised without the consent of any person who is not a party to these Terms.
- 10.8 Cumulative rights and remedies:** Unless otherwise provided under these Terms, the provisions of these and our rights and remedies under these Terms are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these Terms, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.
- 10.9 Force Majeure:** We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Service if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

11. Interpretation

- 11.1** In these Terms, unless otherwise defined or unless the context otherwise suggests, when the following words and phrases are used, they will have the following meanings:
- 11.1.1** “**AfterLifeSG Website**” refers to <https://www.afterlifescg.gov.sg/> or such other website as may be specified by us from time to time;
- 11.1.2** “**Approved Purpose**” means the provision of the Service and/or any purposes directly incidental or related to the provision of the Service (including but not limited to for the creation, updating and/or maintenance of Memorials);
- 11.1.3** “**Contributor**” is defined in Clause 2.1.2(ii);
- 11.1.4** “**Contributions**” is defined in Clause 2.1.2(ii);
- 11.1.5** “**Deceased Individual**” refers to any natural person who had died;
- 11.1.6** “**Feedback**” is defined in Clause 3.7.1;
- 11.1.7** “**Government Technology Agency**” or “**GovTech**” means the Government Technology Agency, a body corporate established under the Government Technology Agency Act 2016;
- 11.1.8** “**Intellectual Property Rights**” means all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill

and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;

11.1.9 “**Memorials**” is defined in Clause 2.1;

11.1.10 “**OneMap**” means the map viewing service of the Singapore Land Authority known as “OneMap”, accessible through www.onemap.gov.sg or such other websites as may be designated by the Singapore Land Authority from time to time;

11.1.11 “**Person**” refers to any living natural person;

11.1.12 “**personal data**” shall have the meaning as set out in the Personal Data Protection Act 2012 of Singapore;

11.1.13 “**Privacy Statement**” refers to the privacy statement accessible at https://www.afterlifesg.gov.sg/AfterLifeSG_privacy_statement.pdf or such other website as may be specified by us from time to time;

11.1.14 “**Prohibited Materials**” means any information, graphics, photographs, data and/or any other material that:

- (i) contains any computer virus or other invasive or damaging code, program or macro;
- (ii) infringes any third-party Intellectual Property Rights or any other proprietary rights;
- (iii) is defamatory, libellous or threatening;
- (iv) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law (including the provisions of the Singapore Broadcasting Authority (Class Licence) Notification 1996); and/or
- (v) is or may be construed as offensive and/or otherwise objectionable, in our sole opinion;

11.1.15 “**Publisher**” is defined in Clause 2.1.2(i);

11.1.16 “**Service**” refers to the platform currently known as “*AfterLifeSG*” provided by the Government Technology Agency from which you may browse, publish, and/or make Contributions to Memorials, accessible through the AfterLifeSG Website, as well as any services, features, functionalities, content, and any other subject matter or materials provided through the AfterLifeSG Website;

11.1.17 “**Singapore Government**” means the Government of the Republic of Singapore;

11.1.18 “**Singpass**” means the electronic identification, authentication, or authorisation service of the Government of Singapore known as “*Singpass*” through such devices, websites,

channels or platform, as may be designated by the Singapore Government from time to time;

11.1.19 **"Singpass Account"** means the account which a User has with the Singapore Government for the purposes of Singpass;

11.1.20 **"Specified Entity"** means any of the following entities/parties:

- (i) the Government of the Republic of Singapore;
- (ii) any ministry or organ of state within the Republic of Singapore;
- (iii) any department, commission, authority, agency or other body operated by or accountable to a ministry or organ of state within the Republic of Singapore;
- (iv) any organisation which was created, constituted or given rise to by a statute enacted by the Parliament of the Republic of Singapore,

and **"Specified Entities"** means all of the aforementioned, but **"Specified Entity"** and **"Specified Entities"** shall exclude GovTech, where it is acting in its capacity as the provider and operator of the Service;

11.1.21 **"Terms"** refers to the Terms of Use;

11.1.22 **"Trade Marks"** means the trade marks, service marks, trade names and logos used and displayed on the AfterLife SG Website and on any content, any other subject matter or materials provided through the AfterLifeSG Website, whether registered or not; and

11.1.23 **"Third Party"** means a person other than us and you and **"Third Parties"** means all such persons.

11.2 Unless the contrary intention appears, in these Terms —

11.2.1 headings are inserted for convenience only and do not affect the interpretation of these Terms;

11.2.2 words importing the singular include the plural and *vice versa*;

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

11.2.4 the words, *"include"*, *"includes"*, and *"including"* are to be read as if they are followed by the phrase *"without limitation"*;

11.2.5 any reference to **"Service"** includes a reference to *"part of the Service"*; and

11.2.6 any reference to any Act of Parliament includes any amendment, replacement or re-enactment to that Act and includes any subsidiary legislation made under that Act.