

Terms and Conditions

These Terms and Conditions ("Terms") govern the access to and use of the website www.smartly.sg (and all subsequent sub-domains) ("Site") by all third parties granted access to the Site ("Users").

Please read these Terms carefully, and contact us if you have any questions. By accessing and/or using the Site, you agree to be bound by these Terms.

Using Smartly.sg

1. Who can use the Site

1.1. You may access and use the Site if you are a User. Users will be set up with a User Account. Your use of the Site will be governed by these Terms, the terms of the relevant User Agreement, and any applicable laws and regulations.

2. Registration and Security of User Accounts

2.1. You will be required to open a User Account to access some parts of the Site. You must not disclose your password or permit or authorise any other person to use your login name or password for any purpose whatsoever.

2.2. Any access to or use of the Site by the use of your login name and password may be treated as access or use by you, notwithstanding it may have been by a third party without your knowledge or authority.

2.3. If you become aware that a third party has acquired knowledge of or has used your password to access or use the Site (whether with or without your knowledge and consent), you must immediately notify VCG at support@smartly.sg and provide relevant details, and change your password.

3. Account Terms

3.1. You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

3.2. You are responsible for all activity that occurs under your account (even when the account is accessed by others who have obtained login details to your account).

3.3. You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).

3.4. You must provide your legal full name, a valid email address, a valid phone number, address and any other information requested in order to complete the signup process.

3.5. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as you would like.

3.6. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

4. Site Security

4.1. Smartly uses best commercial efforts to protect the security of the Site, Content and User Accounts. However, Smartly cannot guarantee that unauthorized third parties will not defeat security measures. You must adhere to the User Account security measures outlined above and notify Smartly immediately of any compromise or unauthorised use of your account.

5. Third party links and services

5.1. Content on the Site may contain links to third-party websites, that are not owned, affiliated with or controlled by Smartly. If you access any third party website, service, or content from the Site, you do so at your own risk and you agree that Smartly will have no liability arising from use of or access to any third-party website, service, or content.

6. Data protection and privacy

6.1. See the Smartly Privacy policy ([link](#)) for information relating to the collection and use of your personal information.

7. Disclaimers – Regulatory

8. Limitation of Liability

8.1. To the maximum extent permitted by law, VCG and Smartly (Its subsidiaries, affiliates, officers and employees) shall not be liable for any indirect, incidental, special, punitive, exemplary, consequential (including loss of use, data business or profits) damages arising out of use or inability to use the site or content on the site.

9. General Terms

9.1. Modification

9.1.1. We may revise these Terms from time to time and the most current version will always be posted on the Site. If a revision, in our sole discretion, is material we will notify you. By continuing to access or use the Site after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Site or let us know at support@smartly.sg. Where rights and obligations are dealt with under both the Terms and Conditions and the User Agreement, then we agree that those rights and obligations may only be changed in accordance with the variation rights under the User Agreement.

9.2. Governing Law

9.2.1. These Terms are governed by Singapore Law. You agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the courts of Singapore.