

Introduction

These Terms and Conditions outline the provision of eLearning and training services ("Services") offered by the Singapore Manufacturing Federation Centre for Corporate Learning ("SMFCCL" or "Provider") via our online platform or through traditional face-to-face delivery methods ("Platform"). By enrolling in or utilizing our Services, you ("Participant") acknowledge your agreement to comply with and be bound by these Terms. If you do not agree to these Terms, please refrain from using our Services.

1. Acceptance of Terms

Participant Acceptance: By accessing the Services, you confirm that you have read, understood, and agree to these Terms and Conditions. If you are accessing the Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms. By proceeding, you affirm your readiness for the course content and confirm that you meet the minimum eligibility requirements.

2. Registration and Enrollment

- **Registration Requirements:** Participants are required to register for the Services by providing accurate and complete information during the enrollment process. This includes, but is not limited to, your name, date of birth, residency status, and identification number, which must match with national official registration records.
- **Registration Prerequisites:** It is the responsibility of each Participant to ensure that they meet all prerequisites specified for the courses they wish to enroll in.
 - **Literacy and Numeracy Requirements:** Participants are required to meet the minimum literacy and/or numeracy standards, as well as any other minimum requirements specified on the course outline page, in order to effectively engage with and complete the course, unless stated otherwise.
 - **Language Medium Selection:** Participants must choose the appropriate language medium for the course (if applicable) during the registration process.
 - **Disclosure of Health, Learning Disabilities, and Special Needs:** Participants who have any health issues, learning disabilities, or other conditions that may impact normal course delivery or their participation in the learning process are required to disclose this information in writing to the Provider prior to completing the registration form.
- **Enrollment Requirements:** Enrollment is subject to the completion of the registration process and the payment of any applicable fees as indicated in the payment notification, if required, or as stipulated by the Provider.
 - **Payment and Submission Deadline:** Payments must be completed through the Provider's system with proof provided to sales personnel at least 2 weeks prior to

the course start date. Failure to make timely payments may result in the cancellation of your registration.

- **GST on Course Fees:** Course fees are subject to the Goods and Services Tax (GST) at the prevailing rate.
- **Payments** may be made through PayNow, credit card, or SkillsFuture credit, provided that SkillsFuture credit is applicable for courses that are funded and the enrollment is not under company sponsorship.
- Fees are non-refundable except as described in the refund policy section below.
- **Name Change Requests for Company-Sponsored Enrollments:** For company-sponsored enrollments, any requests to change a participant's name must be submitted in writing at least 5 working days prior to the course commencement date.
- **Eligibility Requirements for Funded Courses:** For all government-funded programs, eligibility for funding is limited to all of the following conditions:
 - Singapore Citizens or Singapore Permanent Residents.
 - Participants who achieve at least 75% attendance.
 - Participants who pass all required assessments.
 - Participants attending these funded courses must record their attendance digitally via the Singpass App for both physical classroom sessions and synchronous e-learning courses.
 - For company-sponsored registrations, please ensure the UEN submitted corresponds to the employer company that is responsible for paying the learner(s) salary and CPF.
 - The Provider reserves the right to reclaim the full funded amount from participants who fail to meet any other eligibility criteria. An administrative fee of \$60 may also apply.

3. Access to Learning Content and Intellectual Property

- All course materials, including but not limited to texts, videos, presentations, and other content, are protected by copyright and other intellectual property rights.
- Upon successful admittance to the course, the enrolled Participants will receive access to the course materials for the specified duration. Participants are granted a limited, non-exclusive, and non-transferable license to use the course materials solely for personal educational purposes.
 - Participants are prohibited from reproducing, distributing, or modifying the course materials without prior written consent from the Provider.
 - Access to course content is strictly limited to the enrolled Participant and may not be shared or transferred to any other individual.

4. Cancellation and Refund Policy

- The Provider reserves the right to cancel or reschedule courses with prior notice. In such cases, a full refund will be issued, if and only if the course has not yet started and the Participant chooses not to proceed. All refunds are subject to approval and the Provider's processing cycle. In certain unforeseen circumstances, the Provider may change the venue or reschedule the timing of sessions without prior notice. These changes will take effect immediately upon announcement. For any additional inquiries, please contact your account manager.
- **Transfer/Withdrawal Notice:** Any notice of transfer, or withdrawal, from participants must be submitted in writing and received at least 10 days prior to the course commencement, along with valid reasons. A non-refundable administrative fee of \$60 (GST inclusive) will be charged if the notice is received less than 10 days before the course begins.
- **Withdrawal Fee Policy:** If a notice of withdrawal is received:
 - **Less than 10 days** before the course starts, 20% of the full course fee will be charged. For government-funded courses, 20% of the full course fee (before funding) will be charged.
 - **Less than 5 days** before the course starts, 30% of the full course fee will be charged. For government-funded courses, 30% of the full course fee (before funding) will be charged.
 - **No show** on the scheduled date will result in the full course fee being charged. For government-funded courses, the full course fee (before funding) will apply.

5. Examination and Assessment

- For courses that require examination(s) and/or assessment(s), the participant must be punctual on the day of examination/assessment. Latecomers will be barred from taking the examination/assessment.
- All participants must comply with the applicable examination or assessment rules and regulations. Any participant found cheating will be barred from the examination or assessment, and the Provider reserves the rights to take necessary actions.
- If a Participant fails the examination or assessment and wishes to appeal the grade, they must submit the relevant appeal form along with the required payment before the applicable appeal submission deadline, which is set as 2 working days following the date of the assessment.

6. Certificate of Completion (COC) and WSQ Electronic Certificate (e-Cert)

- The Provider will issue certifications for select courses as determined at its sole discretion. For courses that include an SMFCCL Certificate of Completion and/or

WSQ e-Cert, such certificates will be granted to Participants who meet the relevant certification requirements, including minimum attendance and successful completion of required examinations or assessments.

- For certain courses, Participants may access SSG full qualifications and transcripts and/or WSQ e-Certs from the MySkillsFuture online portal 16 working days after the course end date.
- Participants' employers can verify the authenticity of certificates issued by SSG through the MySkillsFuture online portal (<http://www.myskillsfuture.gov.sg>).
- Statement of Attainment or Certificate of Attendance will only be issued to participants who have achieved 75% attendance and had attained competency (if applicable).

7. Privacy and Data Protection

- The Provider is committed to protecting the privacy of Participants. Personal information will be collected, used, and disclosed in accordance with applicable privacy laws and the Provider's Data Protection and Privacy Policy. For further details about this policy, please visit the following link: <https://smfccl.sg/privacy/>. By accepting these Terms, you also confirm that you have read, understood, and agree to the Terms and Conditions outlined at that link.
- The Provider will not disclose any applicant's information except to regulatory authorities, relevant funding agencies, and/or data intermediaries authorized by the Provider and program partners (including, but not limited to, trainers, developers, and relevant examination agencies). By accepting these Terms, you also consent to that purpose, in addition to the following purposes:
 - The uploading of your training records (including course test results) to the Ministry of Manpower (MOM) Training Record System, or any applicable funding agencies, using your national identification numbers, such as NRIC or FIN numbers.
 - The collection, use, and disclosure of your personal data and training records to authorized companies accessing the Ministry of Manpower (MOM) Training Record System (TRS) or any other system of the relevant government agencies. Companies utilizing the these Training Records available on the MOM website, or relevant funding agencies, may verify your training records as well as the following information, but not limited to:
 - Identification Number (Work Permit Number/FIN Number/NRIC Number)
 - Name
 - Course title
 - Name of Training Provider
 - Date of Assessment
 - Certificate Expiry Date
 - Result of Assessment
 - Eligibility for 4 years of Safety Orientation Course (CSOC/SSIC/MSOC) certification, if applicable, or any other eligibility information imposed by the relevant funding agencies

8. Code of Conduct

- The Provider reserves the right to terminate or disable an account or access without notice in the event of unacceptable or illegal activities, harassment, or misuse of the platform. Participants are expected to:
 - Engage respectfully and constructively with course instructors, fellow participants and all support staff of the Provider.
 - Refrain from any form of harassment, discrimination, or disruptive behavior in discussions or activities.
 - Use the Platform and Services in accordance with Singapore's applicable laws and regulations.

9. Limitation of Liability

The Provider makes no warranties or representations about the completeness, accuracy, or reliability of the content provided in the Services. In no event will the Provider be liable for any direct, indirect, incidental, or consequential damages arising from the use of or inability to use the Services.

10. Modifications to Terms

The Provider reserves the right to modify these Terms and Conditions at any time. Any changes will be posted on the Platform, and continued use of the Services constitutes acceptance of the modified Terms.

11. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of Singapore. Any disputes arising from or related to these Terms will be subject to the exclusive jurisdiction of the courts in Singapore.

12. Contact Information

For any questions or concerns regarding these Terms and Conditions, please contact us at:

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