

CONDITIONS OF LICENCE

The following conditions are imposed under Section 27 of the Cybersecurity Act 2018 (the “**Act**”) as conditions for the grant of a licence to provide licensable cybersecurity services. The conditions apply in addition to any requirements under the Act and the Cybersecurity (Cybersecurity Service Providers) Regulations 2022.

1. Definitions and interpretation

1.1. In these conditions, unless the context otherwise requires:

“Cybersecurity Services Regulation Office” (hereinafter referred to as “CSRO”) means the office through which the Licensing Officer administers Part 5 of the Act;

“Officer” refers to “officer of a business entity” as defined in Section 26(10) of the Act, namely, any director or partner of the business entity or other person who is responsible for the management of the business entity;

“Licence” means the licence granted or renewed by the Licensing Officer to the Licensee to provide the relevant Service as stated therein;

“Licensee” means the holder of a Licence;

“Licensing Officer” means the Commissioner of Cybersecurity appointed under section 4(1)(a) of the Act; and

“Service” means the licensable cybersecurity service that the Licensee is licensed to provide under the Licence, and refers EITHER to penetration testing service OR managed security operations centre (SOC) monitoring service, as respectively defined in paragraph 2 of the Second Schedule of the Act.

1.2. Apart from the definitions in paragraph 1.1 above, any other word or expression used in these conditions shall have the same meaning as in the Act unless the context otherwise requires.

1.3. This Licence is subject to the provisions of the Act and of any law amending, modifying or replacing the same. Any reference to the Act shall include any subsidiary legislation, rules, regulations and directions or orders made pursuant thereto.

1.4. For the avoidance of doubt, the Licensee shall comply with all obligations under the Act and this Licence at its own costs, unless otherwise specified in writing by the Licensing Officer.

2. Licence Period

2.1. The Licence is valid for the period stated therein, unless revoked or suspended by the Licensing Officer in accordance with Section 30 of the Act.

2.2. Any application to renew the Licence shall be made in accordance with the requirements and timelines prescribed in the Act.

2.3. Where an application to renew the Licence is made after the time prescribed by the Act, the application will be treated as a fresh application for grant of a licence.

3. Professional Conduct of Licensee

3.1. In relation to the Service it provides, the Licensee shall:

- (a) Not make any false representation in the course of advertising or providing the Service;
- (b) Comply with all applicable laws in the course of providing the Service, including, but not limited to, the Computer Misuse Act 1993 (Cap. 50A) and all obligations relating to confidentiality and data protection, including, but not limited to, the Personal Data Protection Act;
- (c) Exercise due care and skill, and act with honesty and integrity in the course of providing the Service;
- (d) Not act in a manner where there is a conflict between its interests and that of the person procuring or receiving the Service (the “Customer”); and
- (e) Collect, use, or disclose any information about (i) a computer or computer system of any Customer, or (ii) the business, commercial or official affairs of any Customer, only for the purposes of providing the Service to the relevant Customer. The Licensee shall not collect, use or disclose any such information for other purposes, unless appropriate written consent has been obtained from the relevant customer, or such collection, use, or disclosure is lawfully required by any court, or lawfully required or allowed under law.

3.2. The Licensee shall also take all reasonable steps in the circumstances to ensure that its Officers, employees and/ or contractors also comply with the matters listed in paragraphs 3.1(a) to (e) above, with all references to the Licensee to be read as references to such persons.

4. Changes to Information

4.1. The Licensee shall notify the Licensing Officer, in the manner described in CSRO’s website at www.csro.gov.sg, of any change or inaccuracy in the information and particulars that the Licensee and/or its Officers submitted to the Licensing Officer in relation to this Licence, within thirty (30) calendar days of such change or knowing of such inaccuracy (exclusive of the day such change or knowledge occurs). Such information and particulars include, but are not limited to:

- (a) The appointment of any Officer;
- (b) When an Officer ceases to hold such office;

- (c) Changes to or inaccuracies in the Licensee's and/or its Officers' names;
- (d) Criminal convictions or civil judgments entered against the Licensee and/or its Officers for offences or proceedings involving fraud, dishonesty, breach of fiduciary duty, or moral turpitude, or any offences under the Act; or
- (e) Where the Licensee and/or its Officers have been declared bankrupt or have gone into compulsory or voluntary liquidation other than for the purpose of amalgamation or reconstruction.

5. Other Licences

5.1. Nothing in this Licence affects the requirement to obtain any other licence that may be required under the Act or any other written law.

6. Duty to Maintain Active Certification

6.1. The Licensee shall maintain an active Cyber Trust mark Promoter (Tier 3) certification or equivalent, as listed on the CSRO website (<https://www.csro.gov.sg>) for the delivery of the Service(s) for the duration of the Licence.