

## **Terms of Service & Privacy Policy**

### TERMS OF SERVICE

#### 1. ACCEPTANCE OF TERMS

EZ-LINK PTE LTD (“EZ-Link”) provides its services subject to these Terms of Service which may be updated at any time without notice.

#### 2. DESCRIPTION OF SERVICE

EZ-Link has partnered with Perx to provide a rewards programme for EZ-Link customers who commute on public buses and trains. You are awarded travel reward points when you commute on public bus and train and may redeem earned rewards at participating merchants according to the terms set by the promotion(s). Such promotion(s) are subject to change without prior notice.

3. CHARGES AND RETURNS By commuting on Public Bus and Trains to receive travel rewards points. You are entitled to 25 points for every trip with an adult anonymous ez-link card and double the points when you use all Cobrand ez-link cards. By redeeming discounts offers from the promoting merchant, you agree to the terms designated for each promotion. Any rewards given by the merchant are provided solely by the merchant concerned. EZ-LINK shall not be responsible in respect of any claims arising from any discounts or rewards provided by the merchant of failure by the merchant to provide the discounts or rewards.

#### 4. MOBILE APP SERVICE

You are required to use the latest version of the Mobile app in order to participate in the rewards programme provided by EZ-Link. The Mobile app may only be downloaded from official channels provided and approved by MAIPLAY PTE LTD. Only supported devices as defined by the issuing marketplace may use the Mobile app. EZ-Link is not responsible or obliged to support any devices that do not meet these standards.

#### 5. EZ-LINK PRIVACY POLICY

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy at [www.ezlink.com.sg](http://www.ezlink.com.sg). You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to Singapore and/or other countries for storage, processing and use by EZ-Link and its affiliates.

#### 6. MEMBER ACCOUNT, PASSWORD AND SECURITY

You are responsible for maintaining the confidentiality of the password, CAN ID and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify MAIPLAY PTE LTD/ EZ-Link of any unauthorized use of your password, CAN ID or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session (c) keep your account information updated and accurate. EZ-Link D cannot and will not be liable for any loss or damage arising from your failure to comply.

You acknowledge, consent and agree that EZ-Link may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the

Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of EZ-Link, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## 7. TERMINATION

You agree that EZ-Link may, under certain circumstances and without prior notice, immediately terminate your account, any associated travel reward points and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms of Service or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, (h) non-payment of any fees owed by you in connection with the Services. Termination of your EZ-Link account includes (a) removal of access to all offerings within the Service, including but not limited to [www.ezlink.com.sg](http://www.ezlink.com.sg) and EZ-Link text messaging services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in EZ-Link 's sole discretion and that EZ-Link shall not be liable to you or any third party for any termination of your account, any associated messages and EZ-Link codes, or access to the Service.

## 8. THIRD PARTY APPLICATIONS, SERVICES AND CONTENT

The Service may provide, or third parties may provide, content or services either through the Mobile app or through a link from the Mobile app to the Third Party Application. Because EZ-Link has no control over such content and resources, you acknowledge and agree that EZ-Link is not responsible for the availability of such content or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such content or resources. You further acknowledge and agree that EZ-Link shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such application or resource. EZ-Link makes no warranty that the rewards programme shall be available for use at all times, and EZ-Link shall not be liable for any disruption of service or failure by participating merchants to provide discounts or rewards.

## 9. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because EZ-Link has no control over such sites and resources, you acknowledge and agree that EZ-Link is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that EZ-Link shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

#### 14. DISCLAIMER OF WARRANTIES

EZ-Link disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in the EZ-Link Services. EZ-Link disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. EZ-Link disclaims any responsibility for any harm resulting from information or material through EZ-LINK.

THE EZ-LINK SERVICES, AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN THE EZ-LINK SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. EZ-LINK AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW (i) ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS (ii) ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE EZ-LINK SERVICES (iii) ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE EZ-LINK SERVICES (iv) ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE EZ-LINK SERVICES OR RECEIVED THROUGH ANY INFORMATION PROVIDED BY THE EZ-LINK SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY INFORMATION PROVIDED IN THE EZ-LINK SERVICES.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE EZ-LINK SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR TO YOUR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

##### *Limitation of Liability*

UNDER NO CIRCUMSTANCES SHALL EZ-LINK OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON THE EZ-LINK SERVICES. ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF EZ-LINK OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE EZ-LINK SERVICES, FROM INABILITY TO USE THE EZ-LINK SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE EZ-LINK SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE EZ-LINK SERVICES OR RECEIVED THROUGH ANY INFORMATION PROVIDED IN THE EZ-LINK SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE EZ-LINK SERVICES OR RECEIVED THROUGH ANY INFORMATION PROVIDED IN THE EZ-LINK SERVICES. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE EZ-LINK SERVICES OR

ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE EZ-LINK SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the foregoing, under no circumstances shall EZ-LINK or its licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

Effective Date: April 2015