



Terms and Conditions for the Use of the EZ-Reload by GIRO Facility

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions (“Terms and Conditions”), the following words and expressions shall have the meaning ascribed to them:

“Account” means the bank account designated by the Account Holder in the Application Form for the EZ-Reload by GIRO Facility and accepted by EZ-Link and the Bank for debiting of Revaluations via EZ-Reload by GIRO.

“Account Holder” means the person who has had an ez-link card enabled with the EZ-Reload by GIRO Facility by EZ-Link and whose Account will be debited in respect to automatic or customer activated Revaluations made to the EZ-Reload by GIRO Enabled ez-link card(s) held or issued to Cardholder(s) at his request.

“Application Fee” means the \$1.50 fee (or such other amount as determined by EZ-Link from time to time) payable by the Account Holder to EZ-Link for each application submitted for the EZ-Reload by GIRO Facility.

“Application Form” means the form issued by EZ-Link for the application of the EZ-Reload by GIRO Facility and includes any such form issued via electronic means or otherwise for purposes of application for the EZ-Reload by GIRO Facility.

“Bank” means any bank licensed to operate retail-banking services in Singapore and participating in the EZ-Reload by GIRO Facility.

“ez-link card” means the multi-purpose stored-value contactless smartcard issued by EZ-Link for the payment of goods and services.

“Card Holder” in respect to a EZ-Reload by GIRO Enabled ez-link card refers to the Account Holder or a person nominated by the Account Holder in the Application Form for the EZ-Reload by GIRO Facility who is authorised to collect and use an EZ-Reload by GIRO Enabled ez-link card, linked to the Account, or the Holder of a EZ-Reload by GIRO Enabled ez-link card.

“Convenience Fee” means a fee of \$0.25 (or such other amount as may be determined by EZ-Link from time to time) charged to the Account Holder’s Account for each Revaluation performed by EZ-Link.

“Deduction” means the deduction of the Amount from the Account by the Bank and payable to EZ-Link upon each Revaluation.

“Deposit” means an amount equivalent to the Revaluation Amount which shall be deducted upon the successful application of the EZ-Reload by GIRO Facility for each EZ-Reload by GIRO Enabled ez-link card, and which shall be held by EZ-Link, and in the event the Deduction by the Bank of the Revaluation Amount from the Account is unsuccessful, such Deposit may be applied by EZ-Link towards settlement of the Revaluation Amount which has been topped-up onto the ez-link card.

“EZ-Link” refers to EZ-Link Pte Ltd, the issuer of the ez-link card and the provider of the EZ-Reload by GIRO Facility.

“ez-link card” means the multi-purpose contactless stored value facility issued by EZ-Link for the payment of goods and services.

“EZ-Reload by GIRO Facility” or “Facility” means the auto top-up service of a nominated ez-link card whereby the ez-link card nominated by the Account Holder can be topped up for a pre-selected amount (and deducted from the Account) automatically by a public transport fare system device or such other devices authorised by EZ-Link when the remaining value in the ez-link card is equal or below a threshold value.

“EZ-Reload by GIRO Enabled ez-link card” means an ez-link card that has been nominated and enabled for EZ-Reload by GIRO.

“Public transport fare system device” means a bus contactless smartcard Processor, a MRT Fare Gate or a LRT Fare Gate.

“Revaluation” means adding stored value to the ez-link card via the EZ-Reload by GIRO Facility.

“Revaluation Amount” means the amount specified by the Account Holder in the Application Form to be deducted from his Account for the purposes of topping up the EZ-Reload by GIRO Enabled ez-link card issued to Card Holders, or the amount as may be subsequently changed by the Account Holder.

“Ticket Office” means an office located in MRT Stations and Bus Interchanges operated by TransitLink or an authorised agent of EZ-Link for the purpose of providing sales, top-ups, replacement, and refund services for ez-link cards, including EZ-Reload by GIRO Enabled ez-link cards.

“TransitLink” means Transit Link Pte Ltd, a company incorporated in Singapore and having its registered office at 9 Maxwell Road #03-02 Annexe A MND Complex Singapore 069112.

- 1.2 Words importing the singular shall include the plural and vice versa, words importing a gender shall include every gender.
- 1.3 The Terms and Conditions for the Use of EZ-Reload by GIRO Facility are in addition to the Conditions of Issue and Use Of EZ-Link (CEPAS) Cards issued by EZ-Link. In the event of any inconsistency between the Terms and Conditions contained herein and the Conditions of Issue and Use Of EZ-Link (CEPAS) Cards, the Terms and Conditions herein shall prevail.

2 CONDITIONS OF USE

- 2.1 Any Account Holder may upon approval by the Bank and EZ-Link have his nominated ez-link card(s) enabled with the EZ-Reload by GIRO Facility.
- 2.2 In consideration of the enabling of the nominated ez-link card(s) with the EZ-Reload by GIRO Facility by EZ-Link, the Account Holder hereby agrees:
 - 2.2.1 that EZ-Link is authorized to deduct from the Account the applicable Deposit for each EZ-Reload by GIRO Enabled ez-link card;
 - 2.2.2 that the Terms and Conditions shall be binding on the Account Holder in respect of all matters in relation to the use of the EZ-Reload by GIRO Facility and the EZ-Reload by GIRO Enabled ez-link card;
 - 2.2.3 that EZ-Link and the Bank shall be entitled to establish the proper linkage between the Account and the said EZ-Reload by GIRO Enabled ez-link card;
 - 2.2.4 that EZ-Link shall be entitled to deduct a Convenience Fee from the Account for each Revaluation;
 - 2.2.5 that EZ-Link shall be entitled to authorise the Bank and that the Bank shall be entitled to debit the Account pursuant to the use of the EZ-Reload by GIRO Facility;
 - 2.2.6 to pay the Application Fee to EZ-Link for each ez-link card enabled with the EZ-Reload by GIRO Facility.
 - 2.2.7 that EZ-Link shall be entitled to authorise the Bank and that the Bank shall be entitled to credit the Account with any monies that may be due from EZ-Link to the Account Holder in respect of refund of monies by EZ-Link to the Account Holder pursuant to the Terms and Conditions or otherwise.
- 2.3 Notwithstanding anything to the contrary herein contained, the Account Holder agrees that a minimum period, to be determined by EZ-Link, must elapse between each Revaluation of the EZ-

Reload by GIRO Enabled ez-link card. EZ-Link shall not be obliged to Revalue the EZ-Reload by GIRO Enabled ez-link card with another Revaluation Amount until after the Account has been successfully debited for any previous Revaluation Amounts.

3 UNDERTAKING BY ACCOUNT HOLDER

3.1 The Account Holder hereby undertakes as follows:

- 3.1.1 to ensure that the Terms and Conditions contained herein and in the Conditions of Issue and Use of EZ-Link (CEPAS) Cards are adhered to by the Card Holder where applicable;
- 3.1.2 to maintain at all times a sufficient balance in his Account to enable the Bank to make the requisite debits in respect of the use of the EZ-Reload by GIRO Facility;
- 3.1.4 to provide EZ-Link with any information as may be reasonably requested by EZ-Link in relation to the use and cancellation of the EZ-Reload by GIRO Facility, and the termination of the EZ-Reload by GIRO Facility, and to render any and all necessary assistance to EZ-Link in relation to any investigation relating to the use of the EZ-Reload by GIRO Facility; and
- 3.1.5 subject to paragraph 6.2, to be responsible for all transactions made by the use or purported use of the EZ-Reload by GIRO Enabled ez-link cards by any person whether with or without the knowledge or consent of the Account Holder.

4 PAYMENT

4.1 In the event that EZ-Link fails to receive payment in respect of any monies to be debited from the Account for any reason whatsoever, EZ-Link shall have the right to do any or all of the following:

- 4.1.1 Deduct from the Deposit to settle the Revaluation Amount effected onto the EZ-Reload by GIRO Enabled ez-link card and owing to EZ-Link, and in addition to authorize EZ-Link to further deduct an amount equivalent to the Revaluation Amount in order to maintain the Deposit for the purposes of the EZ-Reload by GIRO Facility..
- 4.1.2 Impose on the Account Holder an administrative charge (“Administrative Fee”) of \$2.00 for each unsuccessful Deduction from the Account.
- 4.1.3 Suspend the use of all EZ-Reload by GIRO Enabled ez-link cards issued in respect of that Account and to reactivate the use of the said card(s) only upon the Account Holder’s settlement of all monies owed to EZ-Link, including the Top-Up Amount, Convenience Fee and Administrative Fee.
- 4.1.4 Terminate the use of any or all EZ-Reload by GIRO Enabled ez-link cards issued in respect of that Account and/or terminate the EZ-Reload by GIRO Facility pursuant to paragraph 7.3.2 and
- 4.1.5 Disqualify the Account Holder and/or the Card Holder(s) from applying for, being considered for and/or successfully accepted under the EZ-Reload by GIRO Facility for any new ez-link cards for such length of time as may be determined to be appropriate by EZ-Link.
- 4.1.6 Deduct or set-off any monies owing to EZ-Link from the remaining value paid in respect of any EZ-Reload by GIRO Enabled ez-link cards issued or held in respect of that Account or the Account Holder.

5 LIMIT OF LIABILITY

The provisions relating to exclusion of liability in the Conditions of Issue and Use Of Ez-link cards shall apply in full to the use of any EZ-Reload by GIRO Enabled ez-link cards.

6 LOSS OF EZ-RELOAD BY GIRO ENABLED EZ-LINK CARDS

6.1 It is the responsibility of the Account Holder or Card Holder(s) to report the loss of any EZ-Reload by GIRO Enabled ez-link cards to EZ-Link on telephone number 6496 8300 during office hours with one or more of the following information:

- Name of the Account Holder.
- NRIC or passport number of the Account Holder.

- Engraved identification number of the affected EZ-Reload by GIRO Enabled ez-link card(s).

6.2 EZ-Link shall cancel the lost EZ-Reload by GIRO Enabled ez-link Card within 48 hours after a loss report has been reported in accordance with paragraph 6.1. EZ-Link shall refund to the Account Holder the remaining Stored Value on the lost ez-link card (if any) and the Deposit (less any deductions) within 4 weeks of the date of cancellation. EZ-Link shall not be liable to refund to the Account Holder for any monies deducted from the Lost ez-link Card within the period of 48 hours after the lost ez-link card has been reported lost:

(a) for payment of fares on public transport services provided by the public transport operators, save that EZ-Link shall refund the Account Holder for any deductions for fares for public transport services exceeding \$10.00 in aggregate within the 48 hours after the Lost ez-link card has been reported lost, and

(b) for all payment of goods and services other than for public transport services within the 48 hours after the lost ez-link card has been reported lost,

whether such deductions from the lost ez-link card were made with the Account Holder's or Card Holder's knowledge or consent or not.

6.3 The Account Holder shall not be liable for any Revaluation or deductions made on the Lost ez-link Card after the Lost ez-link Card has been cancelled.

6.4 Where the loss of an EZ-Reload by GIRO Enabled ez-link cards has been reported, the Account Holder or Card Holder will have to re-apply for the EZ-Reload by GIRO Facility for the replacement ez-link card.

7 TERMINATION OF EZ-RELOAD BY GIRO FACILITY

7.1 The Account Holder may terminate the EZ-Reload by GIRO Facility by presenting the relevant EZ-Reload by GIRO Enabled ez-link card(s) at TransitLink (EZ-Link's appointed agent) or any Ticket Offices. The Account Holder shall pay all outstanding monies payable to EZ-Link prior to termination of the EZ-Reload by GIRO Facility. However, termination of the facility is not allowed while an outstanding debit Amount is pending. Upon payment of the outstanding Amount, the facility may then be terminated.

7.2 EZ-Link reserves the right to terminate the EZ-Reload by GIRO Facility in the event that:

7.2.1 there is a breach by the Account Holder or Card Holder in respect of any of the Terms and Conditions contained herein; or

7.2.2 there is a failure to receive payment of monies owing to it as provided in paragraph 4.

7.2.3 the Account of the Account Holder is no longer valid; or

7.2.4 EZ-Link is unable to successfully deduct the Revaluation Amount and/or Convenience Fee from the Account.

7.3 Upon termination of the EZ-Reload by GIRO Facility by EZ-Link, the EZ-Reload by GIRO Facility shall be disabled on the ez-link card, and:

7.3.1 All monies due and owing to EZ-Link by the Account Holder in relation to the terminated EZ-Reload by GIRO Enabled ez-link cards shall be paid within 2 weeks of the date of notification by LTA/TransitLink of the amount due and owing; and

7.3.2 The remaining value paid on the EZ-Reload by GIRO Enabled ez-link cards shall remain on the ez-link card;

7.3.3 Provided that EZ-Link shall have the right to set-off any monies owing to it from such remaining Stored Value on the ez-link card.

8 REFUND FOR SURRENDERED EZ-RELOAD BY GIRO ENABLED EZ-LINK CARDS

8.1 Card Holders of EZ-Reload by GIRO Enabled ez-link cards who wish to surrender their ez-link cards, can do so at any Ticket Office or any other locations or channels designated by EZ-Link from time to time.

8.2 The value remaining, if any, of the EZ-Reload by GIRO Enabled ez-link cards, based on the amount as determined from EZ-Link's computer records including the Deposit (less any deductions), will be refunded free of interest to the Account Holder and shall be credited to his Account within 4 weeks of the date of surrender.

9 AMENDMENT

EZ-Link may from time to time amend any part of these Terms and Conditions. LTA will give notice of any amendment by posting the amended Terms and Conditions at any Passenger Service Centre or Ticket Office at MRT and LRT stations and bus interchanges, the premises of the TransitLink and/or such other premises as may be determined by LTA. The Card Holder agrees that any notification of amendments as aforementioned shall be sufficient notice for the purpose of this paragraph. If the Card Holder does not accept any amendments, he shall cease all use of the ez-link card. The Card Holder's continued use of the ez-link card after the date of such notification shall constitute an affirmative acknowledgement by the Card Holder of the amendments and shall be deemed to be the Card Holder's acceptance of such revised Terms and Conditions.

10 NOTICES

Unless otherwise provided herein all notices, demands or other communications by EZ-Link shall be in writing to the address of the Account Holder as stated in EZ-Link's records and shall be deemed served if

10.1 delivered by hand, on the day of delivery;

10.2 by ordinary post, on the day following that on which the notice was posted; or

10.3 by facsimile transmission, on the day the facsimile was transmitted.

11 NO WAIVER

No failure or delay on the part of EZ-Link, its agents, or any service provider in exercising any power right or remedy under the Terms and Conditions shall operate as a waiver of such power right or remedy. Nor shall any single or partial exercise of any power right or remedy preclude the further or other exercise thereof, or the exercise of any power right or remedy which it may have.

12 RIGHT OF THIRD PARTIES

A person or entity who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any term of these Conditions, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this paragraph shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

13 LAW

The Terms and Conditions are governed by and shall be construed in accordance with the laws of Singapore. The Account Holder hereby submits to the non-exclusive jurisdiction of the courts of Singapore.

/August 2009