



EZ-Link Pte Ltd
(Co. Reg. No. 200200086M)

Terms and Conditions for the Use of the EZ-Reload by Card 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 any account which has been authorised by the Account Holder to enable EZ-Link to make deductions in respect of the provision of the EZ-Reload by Card Facility.

“Account Holder” in relation to any Account means the person to whom the Account belongs to.

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

“Card” means any credit, debit or charge card branded by VISA or MasterCard (or any other card association as may be stipulated by EZ-Link from time to time), and issued by any bank, financial institution or corporation, which may be used by the Account Holder as a means of payment for goods and/or services.

“Card Holder” means the person bearing and using the EZ-Reload by Card 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 service performed by EZ-Link.

“Card Issuer” means the bank or financial institution issuing the Card.

“EZ-Link” means EZ-Link Pte Ltd a company incorporated in Singapore providing the EZ-Reload by Card Facility.

“ez-link card” means the “ez-link” branded stored-value facility owned by EZ-Link and used by the Card Holder for the payment of goods and services.

“EZ-Reload by Card Enabled ez-link card” means an ez-link card that has been enabled with the EZ-Reload by Card Facility.

“EZ-Reload by Card Facility” means the auto top-up service on ez-link cards provided by EZ-Link where ez-link cards are revaluated for a pre-selected amount automatically when the Stored Value on the ez-link card is equal or below the Threshold Value, and paid for by the Account Holder through the debiting of payments from the Account, and “EZ-Reload by Card” means any top-up transaction carried out on an ez-link card using the EZ-Reload by Card Facility.

“Revalue” or “Revaluation” means adding the Revaluation Amount to the ez-link card through the use of a Revaluation Device.

“Revaluation Amount” means the amount specified by the Account Holder to be charged to his Account for the purposes of revaluating EZ-Reload by Card Enabled ez-link cards issued to Card Holders.

“Revaluation Device” means a bus ez-link card processor, a MRT/LRT Fare Gate or any other designated device for the Revaluation of the EZ-Reload by Card Enabled ez-link cards.

“Stored Value” means the initial monetary value paid for and stored in an ez-link card or the residual value remaining therein from time to time.

“Threshold Value” means that where the Stored Value of the EZ-Reload by Card Enabled ez-link card has reached zero value or negative.

“Ticket Office” means the ticket sales office located in MRT Stations and Bus Interchanges operated by TransitLink and/or other agents appointed by EZ-Link for the purpose of providing sales, revaluation, replacement, and refund services for ez-link cards, including EZ-Reload by Card Enabled ez-link cards.

“TransitLink” means Transit Link Pte Ltd, a company incorporated in Singapore and appointed by EZ-Link to provide services in relation to the EZ-Reload by Card Facility.

- 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 EZ-Reload by Card Facility is in addition to and shall be read in conjunction with the Conditions of Issue and Use For ez-link (CEPAS) Cards issued by EZ-Link. The Conditions of Issue and Use For ez-link (CEPAS) cards are available for inspection at the Ticket Offices.

2. CONDITIONS OF ISSUE

- 2.1 The Account Holder shall submit to EZ-Link a duly completed Application Form using electronic means or such other means approved by EZ-Link from time to time to apply for the EZ-Reload by Card Facility. Upon approval by EZ-Link, the ez-link card(s) nominated by the Account Holder will be enabled with the EZ-Reload by Card Facility. The Account Holder may nominate up to a maximum of seven (7) ez-link cards to be enabled with the EZ-Reload by Card Facility. EZ-Link shall not be obliged to approve any Application Form and shall not be obliged to furnish any reasons for any rejected Application Form.
- 2.2 In consideration of provision of the EZ-Reload by Card Facility by EZ-Link, the Account Holder hereby agrees:
 - 2.2.1 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 Card Enabled ez-link card;
 - 2.2.2 that the Account Holder shall ensure that EZ-Reload by Card Enabled ez-link card(s) shall only be used by persons authorised by the Account Holder;
 - 2.2.3 that EZ-Link shall be entitled to obtain an authorisation from the Card Issuer for the Revaluation Amount for any pending Revaluation when the Stored Value of the EZ-Reload by Card Enabled ez-link card reaches a value of S\$20.00 or less;

- 2.2.4 that EZ-Link shall be entitled to inform the Card Issuer of the successful Revaluation and that the Card Issuer shall be entitled to charge the Account pursuant to the use of the EZ-Reload by Card Facility;
 - 2.2.5 that EZ-Link shall be entitled to inform the Card Issuer 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 these Terms and Conditions or otherwise;
 - 2.2.6 that EZ-Link shall be entitled to deduct a Convenience Fee from the Account for each Revaluation;
 - 2.2.7 that EZ-Link shall be entitled to deduct from the Account any monies owing to EZ-Link in respect of any Revaluations done on ez-link cards nominated by the Account Holder; and
 - 2.2.8 that EZ-Link shall be entitled to blacklist or otherwise invalidate any EZ-Reload by Card Enabled ez-link card where the Account Holder is in breach of these Terms and Conditions.
- 2.3 Notwithstanding anything to the contrary herein contained, the Account Holder agrees that a minimum period of 3 days must elapse between each Revaluation for each EZ-Reload by Card Enabled ez-link card. EZ-Link shall not be obliged to revalue the EZ-Reload by Card Enabled ez-link card with another Revaluation Amount until after the Account has been successfully debited for any previous Revaluation Amounts.

3 CONDITIONS OF USE

- 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 For ez-link (CEPAS) Cards are adhered to by the Card Holder where applicable;
 - 3.1.2 to ensure that the Account is valid and there are sufficient funds or sufficient credit limit in the Account at all times in order to meet deductions by EZ-Link pursuant to the EZ-Reload by Card Facility and in accordance with this Terms and Conditions;
 - 3.1.3 to inform EZ-Link immediately of any closure or termination of the Account or change in the Account that may prevent EZ-Link from deducting from the Account the applicable Revaluation Amount and Convenience Fee for each Revaluation;
 - 3.1.4 to provide EZ-Link with any information as may be reasonably requested by EZ-Link in relation to the issue, use and cancellation of the EZ-Reload by Card Enabled ez-link card, and the termination of the EZ-Reload by Card Facility, and to render any and all necessary assistance to EZ-Link and/or any agents appointed by EZ-Link in relation to any investigation relating to the use of the EZ-Reload by Card Enabled ez-link card;
 - 3.1.5 to instruct EZ-Link to terminate the EZ-Reload by Card Facility prior to the closure or termination of the Account; and
 - 3.1.7 save where the EZ-Reload by Card Enabled ez-link card has been reported lost and cancelled in accordance with paragraph 6.2, to be responsible for all transactions, including any Revaluation, made by the use or purported use of the

EZ-Reload by Card Enabled ez-link card 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 for the EZ-Reload by Card Facility in respect of any Revaluation for any reason whatsoever, EZ-Link shall have the right to do any or all of the following:
- 4.1.1 Recover from the Account Holder the outstanding Revaluation Amounts and/or Convenience Fee plus all costs incurred (including legal costs on a full indemnity basis) for the recovery of payment from the Account Holder to EZ-Link.
 - 4.1.2 Suspend the use of any or all EZ-Reload by Card Enabled ez-link cards issued in respect of that Account for such period as may be determined by EZ-Link.
 - 4.1.3 Terminate the use of any or all EZ-Reload by Card Enabled ez-link cards issued in respect of that Account and/or terminate the EZ-Reload by Card Facility pursuant to paragraph 7.3.2;
 - 4.1.4 Disqualify the Account Holder from applying for, being considered for and/or successfully accepted under the EZ-Reload by Card Facility for any new ez-link cards for such length of time as may be determined to be appropriate by EZ-Link; and
 - 4.1.5 Deduct or set-off any monies owing to EZ-Link from the remaining value and any Deposit paid in respect of any EZ-Reload by Card 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 For ez-link (CEPAS) Cards shall apply in full to the use of any EZ-Reload by Card Enabled ez-link cards.

6 LOSS OF EZ-LINK CARD

- 6.1 It is the responsibility of the Account Holder to report the loss of any EZ-Reload by Card Enabled ez-link card ("Lost ez-link Card") to EZ-Link's appointed agent TransitLink at telephone number 1800 2255 663 during the hours of 8.00 am to 6.00 p.m. or in person at any Ticket Office 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 Card Enabled ez-link card(s).
- 6.2 EZ-Link shall cancel the Lost ez-link Card within 48 hours after a Lost ez-link Card has been reported in accordance with paragraph 6.1. EZ-Link shall refund to the Account Holder the remaining Stored Value and Travel Deposit on the Lost ez-link Card (if any) within 2 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 knowledge or consent or not.

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

7 TERMINATION OF EZ-RELOAD BY CARD FACILITY

- 7.1 The Account Holder may terminate the EZ-Reload by Card Facility by presenting the relevant EZ-Reload by Card Enabled ez-link card(s) at TransitLink (EZ-Link's appointed agent) or any Ticket Offices, or by writing to TransitLink at 9 Maxwell Road #03-02 Annexe A MND Complex Singapore 069112. The Account Holder shall pay all outstanding monies payable to EZ-Link prior to termination of the EZ-Reload by Card Facility.

- 7.2 The EZ-Reload by Card Facility may be terminated by EZ-Link upon giving at least 7 days' written notice of the intention to terminate to the Account Holder.

- 7.3 Notwithstanding paragraph 7.2, EZ-Link reserves the right to terminate the EZ-Reload by Card Facility upon written notice to the Account Holder and the Bank in the event that:

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

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

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

7.3.4 EZ-Link is unable to successfully deduct the Revaluation Amount and/or Convenience Fee from the Account due to insufficient funds or insufficient credit limit.

- 7.4 Upon termination of the EZ-Reload by Card Facility howsoever, the EZ-Reload by Card Facility shall be disabled on the ez-link card, and:

7.4.1 Any and all monies due and owing to EZ-Link by the Account Holder in relation to the terminated EZ-Reload by Card Enabled ez-link card shall be paid within 2 weeks of the date of notification by EZ-Link (as the case may be) of the amount due and owing; and

7.4.2 Provided that EZ-Link shall have the right to set-off any monies owing to it from such remaining Stored Value, any Travel Deposit and/or Card Deposit.

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

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

- 8.2 Any remaining value on the EZ-Reload by Card Enabled ez-link card, based on the amount as determined from EZ-Link's computer records, will be refunded free of interest to the Account Holder and shall be credited to his Account within 2 weeks of the date of surrender.

9 AMENDMENT

EZ-Link may from time to time amend any part of these Terms and Conditions as EZ-Link thinks fit. EZ-Link may give notice of any amendment by posting the amended Terms and Conditions at EZ-Link's website (www.ezlink.com.sg) or at any Ticket Office at MRT and LRT stations and bus interchanges, and/or such other premises as may be determined by EZ-Link or by sending the Account Holder a notice, or by any method which EZ-Link thinks fit. The Card Holder agrees that any notification of amendments as aforesaid shall be sufficient notice for the purpose of this paragraph. The continued use of the EZ-Reload by Card Enabled ez-link card after the date of such notification shall constitute an affirmative acknowledgement by the Account Holder of the amendments and shall be deemed to be the Account 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 or its agents 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 exclusive jurisdiction of the Singapore courts.

/July 2009