

NETS TERMS AND CONDITIONS

GOVERNING THE USE OF CASHCARD -NETS FLASHPAY

1 DEFINITIONS

1.1 The following expressions shall have the meanings set out opposite them:

"Approved Banks" DBS Bank Ltd, Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited collectively and their respective successors-in-title.

"ATM" Any Automated Teller Machine in the ATM Network installed by any of the Approved Banks.

"CashCard" A stored value facility (as defined under the PSO Act) in both physical or virtual form, operated and managed by NETS, which is issued under NETS' brand name, trademark and/or logo for payment of CashCard Services and/or Transit Services in Singapore only and includes the NETS FlashPay.

"CashCard Services" Goods or services provided by the Service Providers (excluding Transit Services) and/or any other services provided by the Approved Banks/NETS from time to time through or via the NETS FlashPay, including but not limited to the transfer of funds between the NETS FlashPay and the NETS Cardholder's bank account held with any of the Approved Banks.

"CashCard System" The computerised system owned, operated and managed by NETS whereby, inter alia, payment for, or a transaction of, CashCard Services and/or Transit Services may be effected by a NETS Cardholder using the NETS FlashPay.

"Customer Service Points" The points designated by NETS for top-up or refund on NETS FlashPay and provision of other services as may from time to time be determined by NETS in its sole discretion.

"NETS" Network for Electronic Transfers (Singapore) Pte Ltd, a company incorporated in the Republic of Singapore and having its registered office at 298, Tiong Bahru Road, #04-01, Central Plaza, Singapore 168730, and its successor-in-title.

"NETS Cardholder" Holder of a NETS FlashPay (excluding persons who are appointed or authorised to sell the NETS FlashPay, effect top-ups or refunds, or replace the NETS FlashPay).

"NETS FlashPay" A CashCard which is issued with NETS' brand name, trademark and/or logo "NETS FlashPay" and in addition to its use for payment of CashCard Services, is also used as a ticket and as a means of payment for Transit Services in the Public Transport System.

"PSO Act" The Payment Systems (Oversight) Act 2006 including any amendments and supplements thereto from time to time.

"Public Transport System" The public bus and rail systems from time to time operated by SBS Transit Ltd, SMRT Trains Ltd, SMRT Buses Ltd, SMRT Light Rail Pte Ltd and such other persons as may be specified by TLPL from time to time.

"Service Providers" Such service providers as designated by NETS from time to time which accept payment for goods and services by NETS FlashPay, as determined by NETS.

"Stored Value" The monetary value paid in advance for and stored in a NETS FlashPay or the residual value remaining therein from time to time which may be used by a NETS Cardholder for the payment for or a transaction of CashCard Services and/or Transit Services.

"Terms" These Terms and Conditions as varied or amended from time to time by NETS.

"Terminals" The terminals designated by NETS for NETS FlashPay transactions and provision of other services as may from time to time be determined by NETS in its sole discretion.

"TLPL" Transit Link Pte Ltd, its successors and assigns and such other persons as may be authorized by the Land Transport Authority of Singapore from time to time.

"TLPL Conditions" The conditions issued by TLPL, attached hereto as Annex A, as varied or amended from time to time by TLPL.

"Transit Services" The services from time to time provided by the operators for or in connection with the transportation of passengers in the Public Transport System.

1.2 Words importing the singular include the plural and vice versa and, words importing a gender include every gender. References herein to Clauses shall mean the clauses of these Terms.

2 RELATIONSHIP

The use of the NETS FlashPay is subject to these Terms which shall bind every NETS Cardholder.

NETS owns, operates and manages the CashCard System.

2.3 NETS is the approved holder of the Stored Value, paid in advance for all NETS FlashPay under the PSO Act and NETS hold the Stored Value, upon these Terms, and subject to these Terms, is accordingly liable to each NETS Cardholder in respect of the Stored Value.

2.4 For the avoidance of doubt, none of the Approved Banks own, operate and manage the CashCard System, or are issuers of the NETS FlashPay or the Stored Value under the PSO Act. None of the Approved Banks have any contractual relationship with any NETS Cardholder. However, as approved banks under the PSO Act, the Approved Banks, in addition to NETS, are also jointly and severally liable to the NETS Cardholder for the refund of the Stored Value of his NETS FlashPay under the PSO Act and subject to these Terms.

3 LIABILITY OF NETS AND THE APPROVED BANKS

3.1 Subject to the provisions of these Terms, NETS, as the approved holder under the PSO Act, and the Approved Banks, as the approved banks under the PSO Act, are only liable to a NETS Cardholder in respect of the refund of the Stored Value without any interest accruing.

4 ISSUANCE AND PURCHASE OF NETS FLASHPAY

The NETS Cardholder shall examine the NETS FlashPay upon its issue and each time, he tops up the NETS FlashPay and shall be solely responsible for ensuring that the Stored Value therein is accurate and corresponds to the amount paid or topped up on the NETS FlashPay. NETS, the Approved Banks and their respective officers, employees and agents shall not be liable for any error or omission not drawn to their attention upon the issuance or top-up of the NETS FlashPay.

The purchase of a NETS FlashPay and/or the subsequent use thereof by a NETS Cardholder shall be deemed to be acceptance by the NETS Cardholder of:

- these Terms and any variation or amendment thereto which may be made from time to time by NETS without reference or notice to a NETS Cardholder;
- such notices, guidelines, rules and directions in respect of the use of a NETS FlashPay as prescribed/published by NETS from time to time; and
- the TLPL Conditions.

5 NETS FLASHPAY TRANSACTIONS

5.1 The NETS FlashPay shall be used as a means of payment for or a transaction of CashCard Services and/or Transit Services. During such payments or transactions, the Stored Value in the NETS FlashPay shall be reduced by the payment or transaction amount. The Stored Value shall also be reduced by deductions made hereunder.

5.2 Notwithstanding the aforesaid, NETS or any Service Provider may reject the use of the NETS FlashPay for effecting payment for, or a transaction, of CashCard Services and/or Transit Services if:

- the NETS FlashPay is suspected by NETS, TLPL and/or any Service Provider to be a counterfeit, or to have been fraudulently or illegally issued or revalued, or to have been stolen or tampered with in any way;
- the NETS FlashPay has expired;

- (c) the Stored Value of the NETS FlashPay is insufficient or has been exhausted;
- (d) there is any breakdown in the CashCard System or part thereof which disables a Service Provider from accepting or processing the NETS FlashPay as a means of effecting payment or a transaction; or
- (e) NETS determines that the use of the NETS FlashPay poses a risk to the CashCard System

and NETS, the Approved Banks or the Service Providers shall not be liable for any loss, cost or damage suffered, if any, by the NETS Cardholder as a result thereof.

5.3 Neither NETS, the Approved Banks nor any of their officers, employees or agents shall be liable in any way for the goods and services sold or provided by the Service Providers including any defect, damage, quality, failure or unavailability of or relating to the goods purchased from or services provided by Service Providers or for any other disputes concerning the said goods or services.

5.4 The NETS Cardholder agrees that upon his use of the NETS FlashPay as a means of payment for, or a transaction of, CashCard Services and/or Transit Services, the Service Provider is entitled to deduct payment for the goods or services sold or provided by it from the Stored Value, in such manner as may be determined by NETS and the Service Provider.

6. CARE AND USE OF NETS FLASHPAY; LOSS OR THEFT OF NETS FLASHPAY

6.1 The NETS Cardholder acknowledges that the NETS FlashPay is and remains at all times the property of NETS and shall:

- (a) exercise all due care and diligence in the custody, care and use of the NETS FlashPay
- (b) not tamper or allow anyone to tamper, with the NETS FlashPay
- (c) not permit the NETS FlashPay to be used in any unauthorised manner;
- (d) not intentionally deface or damage the NETS FlashPay;
- (e) not affix, print or attach anything or matter onto the NETS FlashPay or otherwise alter, remove or replace any notice, logo or design on the NETS FlashPay;
- (f) not use or attempt to use the NETS FlashPay through any Terminal that is malfunctioning or has broken down; and
- (g) comply with all applicable laws and regulations in respect of the NETS FlashPay and the use thereof.

6.2 The NETS Cardholder shall additionally use the NETS FlashPay in accordance with such terms and conditions as may be applicable to any specific services provided by NETS or the Service Providers.

6.3 Except as permitted by NETS, any attempt to affix, print or attach anything or matter onto the NETS FlashPay or otherwise alter, remove or replace any notice, logo or design on the NETS FlashPay will result to damages that NETS may seek against the NETS Cardholder. NETS and the Approved Banks may in their sole discretion refuse to entertain any request from a NETS Cardholder to revalue or refund the NETS FlashPay if the NETS FlashPay has been defaced in the aforesaid manner.

6.4 If the NETS FlashPay is wilfully damaged, lost or stolen or if the NETS Cardholder is in breach of Clause 6.1 hereof, the NETS Cardholder shall not be entitled to any refund whatsoever but NETS shall be entitled to make deductions from the Stored Value for transactions effected through the damaged, lost or stolen NETS FlashPay. NETS and the Approved Banks are not liable for any financial losses incurred from the loss or theft of a NETS FlashPay and have no obligation whatsoever to prevent the use of a lost or stolen NETS FlashPay by any person other than a NETS Cardholder.

6.5 NETS and the Approved Banks reserve the right to deal with and to take such courses of action as they may deem appropriate with respect to damaged, defective, tampered, lost, stolen or counterfeit NETS FlashPay.

6.6 Notwithstanding anything in these Terms, the onus is on the NETS Cardholder at all times to safeguard the NETS FlashPay and ensure that it is not lost or stolen or used by any unauthorized person. Neither NETS nor any of the Approved Banks or Service Providers is under any obligation to determine whether any NETS FlashPay is stolen or is used by an unauthorized person. Each of NETS, the Approved Banks and the Service Providers shall be entitled to treat any person for the time being in physical possession and control of any NETS FlashPay as the rightful holder of the NETS FlashPay and entitled to all rights and privileges granted to a NETS Cardholder in respect of the NETS FlashPay including all rights to refund of the Stored Value thereof, and shall not in any way be liable for any loss, costs, damages or prejudice suffered by any person including the rightful holder of the NETS FlashPay with respect to any transaction effected through the stolen or lost NETS FlashPay.

7. RETURN AND RETENTION OF NETS FLASHPAY

7.1 Notwithstanding the non-refundable cost for a NETS FlashPay and such other fees or charges, if any, as may be imposed from time to time by NETS for a NETS FlashPay, the NETS FlashPay remains the property of NETS and shall be promptly returned to NETS upon request by NETS subject always to the NETS Cardholder's right to a refund of the Stored Value of the NETS FlashPay in accordance with these Terms in particular Clauses 7 and 8 hereof.

7.2 NETS, the Approved Banks, the Service Providers and their respective representatives shall be entitled without assigning any reason therefor to retain at the Terminals any NETS FlashPay which is reasonably suspected to have been fraudulently issued, stolen or tampered with.

7.3 NETS and/or the Approved Banks may in their sole discretion retain any NETS FlashPay at the same time or after a full refund of the Stored Value has been made to a NETS Cardholder and the NETS Cardholder shall have no claim whatsoever against NETS and/or the Approved Banks.

8. REFUNDS, VALIDITY & REPLACEMENT APPLICABLE TO NETS FLASHPAY

8.1 The refund of the Stored Value shall be made in accordance with such procedural or operational requirements as NETS may from time to time prescribe and failure by the NETS Cardholder to observe or comply with such procedural or operational requirements may result in delay in processing any refund.

8.2 Notwithstanding anything herein contained, NETS and/or the Approved Banks shall not be liable to make a refund of the Stored Value if:

- (a) the NETS FlashPay is not presented by the NETS Cardholder at the time of a request for a refund;
- (b) the encoded data in the NETS FlashPay or any part thereof is erased, altered or tampered with as determined by NETS and/or the Approved Banks;
- (c) the encoded data in the NETS FlashPay and/or its external card number are not readable for any reason as determined by NETS and/or the Approved Banks;
- (d) the NETS FlashPay has been damaged or tampered with whether intentionally or otherwise as determined by NETS and/or the Approved Banks in their sole discretion.

8.3 The NETS FlashPay shall be valid for a period of seven years from the date of issue unless otherwise stated on the card (hereinafter called the "NETS FlashPay Validity Period"). Thereafter, the NETS FlashPay shall be deemed expired and is not valid for any use. NETS may at its sole discretion from time to time vary the NETS FlashPay Validity Period.

8.4 Subject to these Terms, NETS and each of the Approved Banks shall be fully liable to the NETS Cardholder for the refund of the Stored Value of the NETS FlashPay and the NETS Cardholder shall, subject to these Terms, have recourse to NETS and the Approved Banks for the refund of the Stored Value.

8.5 Subject to these Terms, the NETS Cardholder shall be entitled to a refund of the Stored Value of the NETS FlashPay effected pursuant to Clause 8.7 hereof within two years after the NETS FlashPay Validity Period, PROVIDED THAT if a refund of the Stored Value of the NETS FlashPay is requested or effected more than one year after the NETS FlashPay Validity Period, NETS shall be entitled to levy a service charge of S\$1.00 per month or such other amount as NETS may determine from time to time, such levy to be deducted monthly from the Stored Value commencing the month after the expiry of the aforesaid one year until the refund of the Stored Value (less such service charge) of the NETS FlashPay or when the Stored Value is fully depleted, whichever is the earlier.

8.6 The NETS Cardholder shall not be entitled to a refund of the Stored Value after the lapse of two years after the NETS FlashPay Validity Period whereupon the NETS Cardholder shall have no claim whatsoever against NETS and the Approved Banks.

8.7 Subject to the provisions of Clause 7 and Clauses 8.3 to 8.6, the NETS Cardholder may effect the refund of the Stored Value:

- (a) at such transit stations as may from time to time be specified by NETS; or
- (b) at any Customer Service Point in which event the NETS FlashPay in question shall be retained by NETS or disabled after the refund has been completed; or
- (c) at such other terminal(s) or premises as NETS may from time to time specify.

8.8 In the event NETS determines in its sole discretion that a NETS FlashPay is defective (not through any fault or act of the NETS Cardholder) during its use for payment for, or a transaction of, CashCard Services or Transit Services, NETS shall replace the defective NETS FlashPay with a new NETS FlashPay during the NETS FlashPay Validity Period at no additional charge. No replacement shall be made by NETS for any NETS FlashPay after the expiry of the NETS FlashPay Validity Period. PROVIDED ALWAYS THAT NETS is not liable nor shall it be obliged to replace the defective NETS FlashPay with a new NETS FlashPay if:

- (a) the defective NETS FlashPay is not surrendered by the NETS Cardholder at the time of request for a replacement;
- (b) NETS or its agent(s) determine in their respective sole discretion that the defective NETS FlashPay is damaged (whether or not through the fault or act of the NETS Cardholder) by the NETS Cardholder's failure to take proper care of the card;

- (c) the defective NETS FlashPay is de-laminated, peeled, broken or otherwise damaged due to wear and tear or any other act;
- (d) the external card number of the defective NETS FlashPay is not readable for any reason as determined by NETS or its agent(s);
- (e) NETS or its agent(s) determine in their respective sole discretion that the NETS FlashPay is defective as a result of the improper use or mishandling of the card by the NETS Cardholder.

If any of the circumstances in (a), (b), (c), (d) or (e) occurs, NETS may in its sole discretion allow a replacement of the NETS FlashPay upon such terms as NETS may stipulate including imposing a fee or charge for the replacement.

8.9 Pursuant to a request by a NETS Cardholder for a replacement under Clause 8.8, the defective NETS FlashPay shall be surrendered to and retained by NETS or its agent(s) at the time of the request. The determination by NETS or its agent(s) as to the amount of the Stored Value of the NETS FlashPay shall, save for manifest error, be deemed conclusive and binding on the NETS Cardholder. NETS reserves the right to make adjustments or changes to such determination in the event that any subsequent or additional records received by NETS after such determination indicate a different value from the value determined by NETS at the time of replacement.

8.10 When a replacement of a defective NETS FlashPay under Clause 8.8 is approved by NETS or its agent(s), the NETS Cardholder shall be given a new NETS FlashPay without any Stored Value. The new card shall be activated by NETS and the NETS Cardholder shall top-up the card with a minimum Stored Value of S\$10.00 or such other sum as may be determined by NETS. The NETS Cardholder shall complete such documentation as required by NETS or its agent(s) for the refund of the Stored Value in the defective NETS FlashPay and the refund shall be made into the NETS Cardholder's bank account within fourteen working days.

9 DAMAGED NETS FLASHPAY

9.1 In the event that the NETS FlashPay is damaged or becomes defective solely on account of normal wear and tear or otherwise through no fault of the NETS Cardholder, the NETS Cardholder shall be entitled to seek a refund of the Stored Value pursuant to and in accordance with Clauses 7 and 8 hereof. Except as provided in Clause 8.6, the NETS Cardholder shall not be entitled to a replacement of his NETS FlashPay.

9.2 Subject to Clause 9.1 above, NETS and the Approved Banks reserve the right to deal with and to take such course of action as they may think appropriate with respect to damaged, defective or tampered NETS FlashPay including but not limited to, withholding any refund of the Stored Value thereof (if determinable) or otherwise.

10. DETERMINATION OF STORED VALUE

10.1 For the purpose of determining the Stored Value of the NETS FlashPay in the event of a refund from NETS or any of the Approved Banks, the value as determined by NETS from either the value recorded in the NETS FlashPay or the central records of NETS shall, save for manifest error, be deemed conclusive and binding against the NETS Cardholder.

10.2 The NETS Cardholder shall, upon receipt of the refund, be deemed to have accepted the amount thereof as entirely correct and conclusive, and agrees to discharge each of NETS, the Approved Banks and their officers, employees and agents from any loss, damage, expense and/or liability whatsoever.

11. DISCLAIMERS AND EXEMPTIONS

11.1 Notwithstanding anything to the contrary contained herein, NETS, the Approved Banks and their respective officers, employees, contractors or agents shall not be liable in any way to the NETS Cardholder for any losses (including any indirect, special or consequential losses), damages, expenses, claims, liabilities and costs (including cost on a full indemnity basis) that the NETS Cardholder may incur or suffer in connection with or arising from:

- (a) the issue or use of the NETS FlashPay;
- (b) any delay, suspension, discontinuance or failure in the issuance of the NETS FlashPay;
- (c) any delay or suspension in the refund of the Stored Value of the NETS FlashPay;
- (d) any period when the processing of the use of the NETS FlashPay for payment is unavailable due to any disruption, defect, damage, breakdown or failure (collectively "Malfunction") of the NETS FlashPay, the Terminals and/or the CashCard System (including any data processing system or the network system) whether or not due to anything beyond the control of any of the foregoing persons;
- (f) any delay or any inability to use the NETS FlashPay for any reason whatsoever, including but not limited to the unavailability due to the Malfunction of the Terminals and/or CashCard System or damage to or defect in the NETS FlashPay;
- (g) the NETS FlashPay being rejected by the Terminals and/or CashCard System for whatever reason;
- (h) any inability to retrieve any data or information on the NETS FlashPay; or
- (i) any delay or inability to perform any of its obligations due directly or indirectly to the Malfunction of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of NETS and/or the Approved Banks.

Provided that the same is not caused by the gross negligence or wilful default of NETS and the Approved Banks.

11.2 Notwithstanding anything to the contrary contained herein, the maximum liability of NETS and the Approved Banks (whether jointly or severally) to the NETS Cardholder, apart from their respective liabilities described in Clause 3.1 above, shall not exceed in aggregate the sum of Singapore Dollars Five Hundred (S\$500) per NETS FlashPay or an amount equivalent to the aggregate sum of Stored Value of the NETS Cardholder's NETS FlashPay as at the date the NETS Cardholder's claim arises, whichever is the lesser.

11.3 Subject to these Terms, all other representations, warranties, conditions or terms relating to fitness for purpose, quality or condition of the NETS FlashPay, the CashCard Services and the CashCard System, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

12. INDEMNITY

12.1 The NETS Cardholder shall indemnify and hold harmless NETS and the Approved Banks in respect of any and all damages, losses, costs (including costs on a full indemnity basis), expenses, claims, proceedings or actions suffered or incurred by NETS, the Approved Banks or any third party by reason of any breach or non-compliance by the NETS Cardholder of these Terms or by NETS or the Approved Banks in enforcing any of these Terms or preventing any breach thereof.

13. VARIATION

13.1 NETS reserve the right to add to, delete from, vary or otherwise amend all or any of these Terms at any time by publication thereof at its website, appropriate locations at the Terminals, Service Providers' premises or such other premises as may be determined by NETS. The NETS Cardholder's continued use of the NETS FlashPay after the date of such notification shall be deemed to be the NETS Cardholder's acceptance of such revised Terms.

14. TLPL CONDITIONS

14.1 The use of the NETS FlashPay shall be subject to the TLPL Conditions.

14.2 In the event that any NETS FlashPay is retained by TLPL and/or the operators of the Transit Services under the TLPL Conditions, the TLPL Conditions applicable to the refund of the Stored Value and/or any claim under such NETS FlashPay shall prevail over Clauses 7 and 8 of these Terms.

15. GOVERNING LAW

15.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore. The NETS Cardholder hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Singapore for all purposes in relation to these Terms.

15.2 These Terms may be translated into other languages but in the event of any inconsistency or uncertainty arising therefrom, this English version shall prevail over any other version.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B)

16.1 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of these Terms. For the avoidance of doubt, each of the Approved Banks are entitled to the benefit of, and to enforce, all provisions of these Terms conferring rights, exemptions or benefits on them.

17. TRADEMARKS

17.1 All copyright and other intellectual rights in the CashCard System, the "NETS FlashPay" and the names, marks, designs, logos, acronyms and other insignia (whether registered or unregistered) owned or to be owned by NETS and used or to be used by NETS shall vest in, and be owned by, NETS. Nothing in these Terms shall confer or transfer or deem to confer or transfer any such rights to the NETS Cardholder.

18. WAIVER

No delay or failure on the part of NETS or the Approved Banks in exercising any power, right or remedy under these Terms shall operate as a waiver of such power, right or remedy.

ANNEX A
(TLPL Conditions)

CONDITIONS OF USE FOR STORED VALUE CARDS IN THE PUBLIC TRANSPORT SYSTEM

("conditions")

The use of a Card as a Ticket and for payment of Fares for travel in the Public Transport System shall be subject to the Issuer's terms and conditions as may from time to time be applicable to the use of the Card ("Issuer's Terms"), these Conditions, and all applicable laws and regulations Provided Always that these Conditions shall prevail over the Issuer's Terms in the event of any conflict or inconsistency. By using a Card as a Ticket and for payment of Fares for travel in the Public Transport System, the Card Holder agrees to be and shall be bound by these Conditions.

1. DEFINITIONS

In these Conditions, the following words and expressions shall, unless otherwise provided or the context otherwise requires, have the following meaning:-

Act	means the Public Transport Council Act (Cap.259B) as amended from time to time.
Card	means any contactless multiple purpose Stored Value card and includes by definition any form factor accepted by the Operators and TLPL for use in the Public Transport System.
Card Holder	means a person who holds and uses a Card issued by the Issuer and which is accepted by TLPL and/or the Operators for use as a Ticket and as a means of fare payment in the Public Transport System.
Fares	means the amount payable to the Operators for Transit Services.
Autoload	means a system of electronic transfer in which funds are transferred from a bank account of a depositor to an organization or organizations designated by the depositor.
Issuer	means the party (or parties) who issues the Card for use as a Ticket and as a means of payment for Transit Services in the Public Transport System.
LTA	means the Land Transport Authority of Singapore, a body corporate established under the Land Transport Authority of Singapore Act (Cap 158A).
Operators	means SBS Transit Ltd, SMRT Trains Ltd, SMRT Buses Ltd, SMRT Light Rail Pte Ltd and such other persons as may be specified by TLPL from time to time.
PTC	means the Public Transport Council of Singapore, as established under the Act.
Public Transport System	means the public bus and rail systems from time to time operated by the Operators.
Rail	means the Mass Rapid Transit and Light Rapid Transit Systems.
Stored Value	means the monetary value paid in advance for and stored in a Card, including by means of a revaluation, or the residual value remaining therein from time to time, which may be used by a Card Holder for the payment of Transit Services.
Ticket	means a Card which is issued as a form of authorisation for the conveyance of any passenger on the Public Transport System, as understood within the context and meaning of the Act.
TLPL	means Transit Link Pte Ltd, its successors and assigns and such other persons as may be authorised by LTA from time to time.

Fare System	means the computerised system operated and managed by TLPL and/or Operators whereby, inter alia, payment of Fares in the Public Transport System may be effected through the use of any Card (including the top-up and refund functions applicable to such Cards).
Transit Services	means the services from time to time provided by the Operators for or in connection with the transportation of passengers on the Public Transport System.
Transit Usage Device	means any public transport fare payment device forming part of the Fare System which is used to effect the payment of Fares.

2. PAYMENT FOR TRANSIT SERVICES:

- 2.1 A Card Holder shall exercise due care and diligence when presenting his/her Card onto any Transit Usage Device so as to enable the proper deduction of Fares. Without prejudice to the generality of the foregoing, a Card Holder shall:
- not attach onto his/her Card any object which may interfere with the read/write mechanism of any Transit Usage Device; and
 - ensure that his/her Card has sufficient value before presenting it for Fare payment.
- 2.2 A Card Holder shall show his/her Card to any authorized personnel of TLPL and/or the Operators upon demand whenever the same is presented for the purposes of Fare payment.
- 2.3 Subject to the Act, each Operator is at liberty to determine the Fares (including any concessionary Fares) payable and the manner in which such Fares are payable. The Card Holder agrees to the deduction from the Stored Value of his/her Card of such Fares as are due to the Operators when using the Public Transport System.
- 2.4 For travel by Rail, a Card Holder shall comply with the conditions on fares and tickets as stated under the Rapid Transit System Regulations.

3. REJECTION OF CARD:

- 3.1 TLPL and/or the Operators shall be entitled to reject the use of a Card as a Ticket and as a means of Fare payment in the Public Transport System if:-
- the Card has expired;
 - the Stored Value of the Card is insufficient or has been exhausted;
 - the Card is suspected by TLPL and/or the Operators:
 - to be a counterfeit;
 - to have been fraudulently or illegally issued or revalued;
 - to have been stolen or tampered with in any way;
 - to have been used by a person to whom it was not issued or who is otherwise not entitled to the use thereof; or
 - the Card is damaged, corrupted, defective, faulty or otherwise poses a risk of damage to the Fare System (including any Transit Usage Device);
 - the Card has been blacklisted by the Issuer or has been made the subject of any recall or retention by the Issuer;
 - the Card has not been activated for use in the Public Transport System;
 - the Card is not capable or has ceased to be capable of functioning as a Ticket and as a means for the payment of Fares in the Public Transport System for any other reason whatsoever.
- 3.2 In the event that a Card is rejected, the Card Holder shall pay any unpaid Fare in cash or with the use of a valid Card. The Card Holder shall be entitled to refund of any excess Fares Provided Always that the rejection of the card is not through the Card Holder's fault and the Card Holder can present relevant proofs for such rebate claims within five (5) days as set forth in Clause 6.

4. RETENTION OF CARD:

- 4.1 TLPL and/or the Operators and/or any person authorised by TLPL and/or the Operators shall be entitled, at its/his discretion which shall be final and binding, to seize and/or retain any Card which is rejected pursuant to Clause 3.1 except where the Card is rejected pursuant to Clause 3.1 (a), (b), (f) and (g).
- 4.2 A Card Holder shall surrender his/her Card to TLPL or the Operators upon demand and shall, in connection thereto, provide TLPL and/or the Operators with his/her name, NRIC or other identification number, address and contact number, in return for which the Card Holder shall be issued with a receipt or an acknowledgement form for the retained Card ("Retention Receipt"), and shall, where duly requested to do so, provide his/her fullest cooperation in connection with the investigations which may be carried out by TLPL and/or the Operators in relation to such retained Card.
- 4.3 In the event that a Card is retained, the Card Holder shall pay any unpaid Fare in cash or with the use of a valid card. The Card Holder shall be entitled to refund of any excess Fares Provided Always that the retention of the card is not through the Card Holder's fault and the Card Holder can present relevant proofs for such rebate claims within five (5) days as set forth in Clause 6.
- 4.4 Card Holders can call the TransitLink Hotline after five (5) working days to check on the status of a retained Card by quoting the Retention Receipt number. No query or claim made in respect of any retained Card shall be entertained in the event that the Card Holder is unable to produce a Retention Receipt or a Retention Receipt number.
- 4.5 TLPL and/or the Operators shall not be obliged to return a retained Card and may retain it permanently if, further to its or their investigations, the Card is determined by TLPL and/or the Operators whose determination shall be final and binding:
- to be a counterfeit;
 - to have been fraudulently or illegally issued or revalued;
 - to have been stolen or tampered with in any way;
 - to have been used by a person to whom it was not issued or who is otherwise not entitled to the use thereof;
 - to pose a risk of damage to any Fare System (including any Transit Usage Device);
 - to have been blacklisted by the Issuer; or
 - to have been made the subject of any recall or retention by the Issuer.
- 4.6 Any and all claims by a Card Holder in respect of a retained Card (including, without limitation, the refund of any Stored Value, the return of any retained Card and/or for compensation) must be made within a period of three (3) months commencing from the date on which the Card was retained, failing which the Card Holder shall be deemed to have waived his right to claim and shall not be entitled to any payment whatsoever in respect thereof or to the return of the retained Card. LTA, TLPL and the Operators shall be under no further obligation to entertain any such claim and the Card shall be deemed lost and/or abandoned.
- 4.7 For the avoidance of doubt, nothing herein shall be construed as to relieve or release the Card Holder in any way of his/her liability under law (including, without limitation, the payment of any penalty fee, as may from time to time be prescribed by the Public Transport Council).

5. REFUNDS AND REPLACEMENT OF CARDS:

- 5.1 A Card Holder may only claim a refund of the Stored Value of a Card which has been retained pursuant to clause 4.1 where such Stored Value is rightfully due to the Card Holder Provided Always that such refunds

shall, in the case of any Card operating under a Autoload scheme, be managed by the scheme provider or otherwise in accordance with the Issuer's Terms and/or refund policies for the time being in force.

6. CUSTOMER CLAIMS:

6.1 A Card Holder may claim a refund from TLPL of any excess fare ("Excess Fare") which may have been deducted from a Card (including in circumstances where an expected reduction of fares was not given although the Transit Conditions for a concession or reduction (as the case may be) have been met) Provided That such claim is made within five (5) days of the incident.

-

7. EXCLUSION/LIMITATION OF LIABILITY:

7.1 Neither the Issuer, LTA, TLPL nor any Operator (or any of their respective officers, employees or agents) shall be liable for any losses, damages, expenses, claims, liability and costs (including cost on a solicitor and client basis) that a Card Holder may incur or suffer in connection with:

- (a) the use of any Card as a Ticket and/or as a means of Fare Payment in the Public Transport System;
- (b) any delay in the issuance of any Card or in the case of any retained Card, the return of such Card;
- (c) the retention, suspension, discontinuance or revocation of any Card;
- (d) any breakdown or fault in the Fare System; or
- (e) any damaged, corrupted, defective, faulty Card.

7.2 Without prejudice to Clause 7.1 above, should any liability be attributed to the Issuer, LTA, TLPL and/or any Operator in connection with the use of any Card as a Ticket and/or as a means of Fare payment in the Public Transport System whatsoever, including but not limited to any event or incident arising from any negligence, the Issuer's, LTA's, TLPL's and such Operator's total liability to the Card Holder under these Conditions and at law shall not exceed in aggregate the sum of S\$ 500.

8. AMENDMENT

TLPL may from time to time amend, modify or vary any part of these Conditions without any prior notice to Card Holders save that notice of any such amendments made shall be posted at any TLTO/TLCRO at MRT stations and bus interchanges and/or such other premises (including TLPL's website) as may be determined by TLPL. The Card Holder's continued use of the 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 the revised Conditions.

9. NO WAIVER

No failure or delay on the part of TLPL or any Operator in exercising any power, right, or remedy under these 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 that it may have.

10. RIGHT OF THIRD PARTIES

Any person or entity which is identified or referred to in these Conditions (whether as a class of persons or otherwise) shall be deemed to be a party to these Conditions and shall accordingly be entitled to the benefit of, and to enforce in its own right, any provision of these Conditions which may be relevant to it or them to the fullest extent permitted by law. Save as aforesaid, the Contracts (Rights of Third Parties) Act shall not apply to give any person or entity who is not a party to these Conditions any right to enforce any term of these Conditions. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Conditions.

11. FORCE MAJEURE

Neither TLPL nor any of the Operators shall be liable for any non-performance, error, interruption or delay in the performance of its or their obligations under these Conditions if the same is due, in whole or in part, directly or indirectly to an event or failure which is beyond its or their reasonable control including, without limitation: -

- (a) flood, lightning, acts of God, exceptional weather conditions, floods, droughts, storms, high winds, typhoons, fire, earthquakes and other natural disasters;
- (b) impacts with or by air crafts or aerial objects, terrorism (whether actual or threatened), explosions, wars, war-like operations, hostilities, insurgencies, invasions, epidemics, quarantines, acts of foreign or public enemies, hi-jacking or unlawful seizure or wrongful exercise of control of vehicles, curtailment of transportation facilities, civil commotion, riots, strikes or lock-outs on a city or industrial scale, industrial disputes, industrial actions by workmen, shortage of labour, goods and materials;
- (c) judgments, legislation, acts, orders, directives, policies, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact;
- (d) power & telecommunication network failures;
- (e) circumstances where communications lines and/or computer systems cannot be used for reasons attributable to any telecommunications carriers; and
- (f) acts or omissions of any third party.

12. INDEMNITY

The Card Holder hereby undertakes to indemnify and keep TLPL, LTA and each of the Operators harmless from and against any and all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands, costs (including without limitation, legal costs on a solicitor and own client basis), awards, damages, losses and/or expenses however arising as may be directly or indirectly suffered or incurred by TLPL and/or the Operators by reason of and/or as a result of any breach or non-compliance by the Card Holder of these Conditions.

13. GOVERNING LAW

The construction, validity and performance of these Conditions shall be governed by and construed in accordance with the laws of Singapore.