



Citibank Singapore Ltd
(Co. Reg. No. 200309485K)



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

CONDITIONS OF ISSUE AND USE FOR EZ-LINK (CEPAS) CARDS

These Conditions shall be binding on all persons ("**Card Holders**") to whom or on whose behalf a *ez-link* contactless stored value facility which complies to the CEPAS Standard, "**ez-link card**" for short, is sold, or who otherwise acquires an *ez-link* card.

1. DISTRIBUTION OF EZ-LINK CARDS AS A STORED VALUE FACILITY

- 1.1 The *ez-link* card is sold or otherwise distributed under EZ-Link Pte Ltd's ("EZL") brand name "*ez-link*".
- 1.2 The *ez-link* card is a widely accepted stored value facility under the Payment Systems (Oversight) Act (Act 1 of 2006). Being a widely accepted stored value facility, the stored value on the *ez-link* card is required to be held by an Approved Holder (as defined in paragraph 1.7) approved by the Monetary Authority of Singapore ("**MAS**"). In addition, a bank which is an Approved Bank (as defined in paragraph 1.7) shall undertake to be fully liable for the stored value on the *ez-link* card,
- 1.3 EZL is the Approved Holder of the *ez-link* card, and Citibank Singapore Limited ("**Citibank**") is the Approved Bank and both EZL and Citibank have undertaken to be fully liable for the Stored Value of the *ez-link* card.
- 1.4 These Conditions are published by EZL jointly with Citibank and govern the possession and use of the *ez-link* card.
- 1.5 EZL operates the *ez-link* card system in respect of the Card Holder's use of the *ez-link* card in accordance with these Conditions. The *ez-link* cards are distributed by EZL and/or EZL's agents ("**Agents**").
- 1.6 The money advanced by the Card Holder for the Stored Value (as defined in paragraph 1.7) of the *ez-link* card or for topping up the Stored Value of the *ez-link* card, as the case may be, is collected by EZL and/or the Agents for and on behalf of EZL as Approved Holder.
- 1.7 For the purposes of these Conditions:-

"**Approved Bank**" shall mean the bank approved under the Payment Systems (Oversight) Act to undertake to be fully liable for the stored value on the *ez-link* stored value facility.

"**Approved Holder**" shall mean the party approved under the Payment Systems (Oversight) Act to be the holder in respect the *ez-link* stored value facility.

"**cards**" and "**ez-link cards**" shall include any stored value facility, whether in the form of a card or otherwise, which are sold or distributed under EZL's brand name "*ez-link*".

"**CEPAS Standard**" shall mean Singapore Standard for Contactless e-Purse Application.

"**Stored Value**" or "**stored value**" shall mean the initial monetary value paid for and stored in an *ez-link* card or the residual value remaining therein from time to time, excluding the Card Cost, which value shall not at any time exceed S\$500 or such other amount as EZL may stipulate from time to time;

"**Qualified Goods and/or Services**" shall mean the goods sold and/or the services rendered by Qualified Merchants; and

“**Qualified Merchants**” shall mean persons approved by EZL to be engaged in the sale of the Qualified Goods and/or the provision of Qualified Services. Qualified Merchant shall be authorized by EZL to accept debits on the Stored Value of the *ez-link* cards as a means of payment for such Qualified Goods and/or Services and shall include but not be limited to public transport operators licensed by the relevant authorities in Singapore (“**Transport Operators**”) and/or to provide services which involve the reading/writing of electronically encoded data on Card Holder’s *ez-link* card.

2. CONDITIONS OF USE

- 2.1 All *ez-link* cards are issued subject to these Conditions which shall be binding on all Card Holders.
- 2.2 The purchase of the *ez-link* card and/or the subsequent use thereof by the Card Holder shall be deemed to be acceptance by the Card Holder of these Conditions and any revisions to these Conditions.
- 2.3 The Card Holder agrees:- (i) to comply with all the notices, guidelines, rules and instructions pertaining to the use of the *ez-link* card as issued by EZL from time to time, including operating rules and/or policies that may be published from time to time by EZL; (ii) to abide by all applicable laws and regulations in the use of the *ez-link* card; (iii) not to tamper or allow anyone to tamper with the *ez-link* card; (iv) to use the *ez-link* card only as a means of payment for Qualified Goods and/or Services; (v) not to intentionally deface, damage and/or destroy the *ez-link* card; (vi) to take proper care of the *ez-link* card to avoid damage; and (vii) not to affix, print, attach and/or place any markings, stickers, objects and/or any other material onto the *ez-link* card (unless such markings, stickers, objects and/or any other material is approved by EZL) or to otherwise alter, remove and/or replace any notices, trade marks, trade names, logos, artwork or designs on the *ez-link* card.
- 2.4 The Card Holder agrees that:-
- (a) EZL as the Approved Holder shall hold and be fully liable for all monies deposited by the Card Holder onto the *ez-link* card, and be responsible to the Card Holder for refunds of the Stored Value when the Card Holder presents the *ez-link* card for refund. EZL shall meet the Card Holder’s redemption by making payment to Qualified Merchants who have provided Qualified Goods and/or Services to the Card Holder. EZL shall be responsible to the Card Holder for all administrative matters relating to the distribution and/or use of the *ez-link* card as contemplated under these Conditions, and EZL may appoint Agents to carry out such functions on its behalf; and
 - (b) Citibank shall be fully liable as the Approved Bank under the Payment Systems (Oversight) Act and under these Conditions to the Card Holder in respect of the *ez-link* card’s Stored Value.
- 2.5 The Card Holder shall examine the *ez-link* card and/or any change tendered upon the purchase of the *ez-link* card before leaving the Ticket Office or machine dispensing the *ez-link* card, as the case may be. EZL and/or the Agents shall not be liable for any error or omission not drawn to their attention at the time of issue of the *ez-link* card.

3. VALIDITY OF THE EZ-LINK CARD

- 3.1 An *ez-link* card is valid for use for 5 years from the date that it is encoded for use by EZL (the “**Validity Period**”), and thereafter the *ez-link* card shall expire. EZL may in its discretion and from time to time extend the Validity Period for any or all types of *ez-link* cards.
- 3.2 EZL may at its discretion blacklist any *ez-link* cards:
- (a) suspected of being counterfeited, stolen, lost, tampered with or fraudulently issued or procured; or

- (b) the Stored Value on the *ez-link* cards have been fraudulently or illegally revalued, or
 - (c) the *ez-link* cards are or otherwise suspected of being faulty, damaged or invalid for use.
- 3.3 Where any *ez-link* cards have been blacklisted, the Card Holder shall not be entitled to use the *ez-link* cards, and the Stored Value on the blacklisted *ez-link* cards shall not be refunded to the Card Holder except with the approval of EZL.

4. CARD COST

- 4.1 EZL may collect from the Card Holder an amount to cover the cost of the card ("**Card Cost**") when the *ez-link* card is first purchased. The Card Cost, which is up to a maximum of S\$5.00, is non-refundable.
- 4.2 To purchase an *ez-link* card, the Card Holder will also be required to purchase a minimum amount of Stored Value. This amount will be determined by EZL and may vary for different types of *ez-link* cards. The *ez-link* card is issued subject to the payment of the minimum amount of Stored Value required by the Card Holder, and the Card Cost.

5. TRANSACTIONS

- 5.1 The *ez-link* card shall and can be used as a means of payment for Qualified Goods and/or Services, subject always to these Conditions.
- 5.2 EZL and/or the Qualified Merchants may reject the use of the *ez-link* card for payment of Qualified Goods and/or Services if:-
- (a) the *ez-link* card has expired; or
 - (b) the *ez-link* card is suspected to have been fraudulently issued, stolen or tampered with or may in any way pose a risk to the *ez-link* card system; or
 - (c) the *ez-link* card system is unable to process the payment for any reason whatsoever or if a force majeure event (see paragraph 16) arises which disables and/or prevents the Qualified Merchants from accepting and/or processing the *ez-link* card as a means of payment.
- 5.3 The Card Holder agrees that each of the Qualified Merchants is responsible for deducting payment for Qualified Goods and/or Services that the Card Holder has agreed with the Qualified Merchant or is agreeable (with the Qualified Merchant) to pay from the Stored Value, in such manner as may be required by such Qualified Merchant.
- 5.4 The Qualified Merchants accepting the use of *ez-link* cards may be changed from time to time without prior notice.

6. QUALIFIED GOODS AND/OR SERVICES OF QUALIFIED MERCHANTS

It is expressly acknowledged by the Card Holder that neither Citibank, EZL nor any Agent is involved in the provision of the Qualified Goods and/or Services offered by any Qualified Merchant accepting the *ez-link* card for payment. Neither Citibank, EZL nor any Agent shall be liable in any way for the Qualified Goods and/or Services sold, rendered or provided by the Qualified Merchants (including without limitation any defect, disruption, failure or unavailability of or relating to any of such Qualified Goods and/or Services, as the case may be) or for any other disputes concerning the Qualified Goods and/or Services, all of which shall be the sole responsibility of the Qualified Merchants.

7. REFUNDS

- 7.1 Subject to paragraphs 3, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8, a refund of the Stored Value remaining on an *ez-link* card (whether valid or expired) can only be obtained by a Card Holder if the *ez-link* card is presented at any Passenger Service Centre or Ticket Office at MRT stations and bus interchanges or at such other places as may be designated by EZL. The amount of Stored Value remaining on such *ez-link* card (whether valid or expired) shall be as determined by EZL and/or the Agents and will be refunded free of interest. The *ez-link* card shall be returned to the Card Holder after refund. Notwithstanding the foregoing, EZL or its Agent may require the *ez-link* card to be retained for investigations to determine the remaining Stored Value. Where the *ez-link* card require investigations, the Stored Value will be refunded upon completion of the investigations. Subject to paragraphs 7.4 and 7.5, the residual Stored Value on the *ez-link* card will be determined based on the electronic data encoded. However, no refund of the Stored Value will be made on any expired *ez-link* card after 12 years from the date the *ez-link* card was first encoded by EZL for use whereupon the Card Holder shall have no claim against Citibank and/or EZL in respect of the Stored Value remaining on such *ez-link* card, whereupon EZL shall be fully entitled to deal with any unclaimed Stored Value as it thinks fit.
- 7.2 Other than as provided in paragraph 7.1 above, neither EZL nor any of the Agents shall be obligated to make a refund to any Card Holder or to process any Card Holder's request for refund on any *ez-link* card (whether valid or expired). Notwithstanding the foregoing provision, each of EZL and the Agents may at their absolute discretion make a refund or process a refund in respect of the Stored Value or any part thereof, and any such refund may be made and/or processed subject to conditions imposed by EZL and/or the Agents on EZL's behalf. EZL and/or the Agents shall not be obliged to effect an immediate refund, and may, in its absolute discretion, refund the amount on any *ez-link* card in such manner and upon due verification as it deems fit.
- 7.3 In any case, each of EZL and the Agents will not be liable to make a refund of the Stored Value if :-
- (a) the *ez-link* card is not surrendered by the Card Holder at the time of a request for refund; or
 - (b) the encoded data on the *ez-link* card is erased wholly or in part, or otherwise altered or interfered with as determined by EZL and/or the Agents; or
 - (c) the *ez-link* card's electronic data and its external card number are not reliably readable for any reason whatsoever as determined by EZL and/or the Agents; or
 - (d) the *ez-link* card is faulty, damaged or invalid for use whether intentionally or by failure by the Card Holder to take proper care of the *ez-link* card as determined by EZL and/or the Agents; or
 - (e) the *ez-link* card is counterfeited, stolen, lost, tampered with or fraudulently issued or procured; or
 - (f) the Stored Value on the *ez-link* cards have been fraudulently or illegally revalued.
- 7.4 A Card Holder shall, upon surrender of the *ez-link* card pursuant to clause 7.1 herein, be entitled to a refund of the Stored Value within 12 years from the date that the *ez-link* card is first encoded for use by EZL, PROVIDED that where the *ez-link* card is surrendered for refund more than 2 years after the Validity Period, EZ-Link shall be entitled to levy monthly a service charge ("Refund Service Charge") of such an amount as EZ-Link may in its discretion determine from time to time, for each card that is not surrendered for refund more than 2 years after the Validity Period. The Refund Service Charge shall be deducted monthly from the Stored Value commencing 2 years after the Validity Period until the *ez-link* card is finally surrendered for refund or when the Stored Value in the Card is fully depleted, whichever is the earlier. For the avoidance of doubt, the Card Holder shall not be entitled to a refund after expiry of 12 years from the date that the *ez-link* card is first encoded for use by EZL.
- 7.5 Where the *ez-link* card's electronic data is not reliably readable for any reason, EZL and/or the Agents may in its discretion allow a deferred refund of the residual Stored Value on the *ez-link*

- 7.6 A Card Holder who presents an *ez-link* card for refund at the designated places referred to in paragraph 7.1 above shall, upon request, produce his/her NRIC or passport for inspection. Each of EZL and the Agents may at their absolute discretion refuse any request for the refund of the Stored Value, if the Card Holder does not produce his/her identification.
- 7.7 The Card Holder shall, upon receipt of the refund, be deemed to have accepted the amount thereof as correct, and agrees to discharge each of Citibank, EZL and the Agents from any liability whatsoever to the Card Holder, including but not limited to any shortfall or error in the amount of such refund.
- 7.8 All obligations of Citibank hereunder are payable solely at and by Citibank in Singapore, subject to the laws of Singapore (including any governmental actions, orders, decrees, and regulations).

8. DETERMINATION OF VALUE IN EZ-LINK CARD

The determination by EZL and/or the Agents as to the residual Stored Value of an *ez-link* card shall be final and conclusive. For the purpose of such determination, the residual Stored Value as determined by EZL and/or the Agents from either the value encoded in the *ez-link* card (where the electronic data on the card is reliably readable) or the records of EZL or the information generated by the *ez-link* card system shall, save for manifest error, be deemed to be conclusive and binding against the Card Holder.

9. REPLACEMENT OF DEFECTIVE EZ-LINK CARDS

- 9.1 Subject to paragraphs 9.2, 9.3, 9.4 and 9.5 below, a Card Holder may replace a defective *ez-link* card by presenting it at any Ticket Office at MRT stations and bus interchanges. The Stored Value on the defective *ez-link* card shall be refunded to the Card Holder in accordance with paragraph 7. A free replacement *ez-link* card shall be issued to the Card Holder provided that the Card Holder pays the minimum Stored Value amount. The defective *ez-link* card shall be surrendered to and retained by EZL and/or the Agent upon such request for replacement. For the purposes of these Conditions, an *ez-link* card shall only be regarded as “defective” in the event its electronic data cannot be reliably read for any reason whatsoever as determined by EZL and/or the Agents.
- 9.2 Other than as provided in paragraph 9.1 above, neither EZL nor any of the Agents shall be obligated to replace any *ez-link* card (whether defective or not). Notwithstanding the foregoing provision, each of EZL and the Agents may at their absolute discretion replace the *ez-link* card, and any such replacement may be made subject to conditions imposed by EZL and/or the Agents on EZL's behalf.
- 9.3 In any case, each of EZL and the Agents will not be liable to replace the *ez-link* card for free as provided in paragraph 9.1 if:-
- (a) the *ez-link* card is not surrendered by the Card Holder at the time of request for replacement; or
 - (b) EZL and/or the Agents in its discretion determine that the *ez-link* card has been damaged whether intentionally or by failure to take proper care of the *ez-link* card or otherwise used or handled in breach of paragraph 2.3 herein; or
 - (c) the *ez-link* card has de-laminated, peeled, broken or otherwise damaged due to wear and tear; or
 - (d) the external card number is not reliably readable for any reason whatsoever as determined by EZL and/or the Agents; or
 - (e) the *ez-link* card has exceeded a period of more than 5 years from the date it was encoded for use.

- 9.4 A Card Holder who presents an *ez-link* card for replacement at the designated places referred to in paragraph 9.1 above shall, upon request, produce his/her NRIC or passport (in the case of non-Singapore citizens) for inspection. Each of EZL and the Agents may at their absolute discretion refuse any request for replacement of the *ez-link* card, if the Card Holder does not produce his/her identification.
- 9.5 The determination by EZL and/or the Agents as to the amount of Stored Value on a defective *ez-link* card shall be final and conclusive (see paragraph 8 above). EZL reserves the right to subsequent adjustments to such determination should any transaction records received later indicate a different value than that determined at the time of replacement.

10. OWNERSHIP OF EZ-LINK CARDS

- 10.1 Notwithstanding payment of the applicable Card Cost for any *ez-link* card purchased, all *ez-link* cards shall remain the property of EZL. All *ez-link* cards shall be produced at any time on demand for inspection by any authorised officer or employee of EZL, any Agent, the Transport Operators and/or any Qualified Merchant.
- 10.2 EZL, the Transport Operators and/or the Agents shall be entitled without assigning any reason therefore to retain any *ez-link* card which it reasonably suspects or has reason to believe to have been fraudulently issued, stolen, tampered with and/or used any *ez-link* card (including but not limited to personalised and concession *ez-link* cards) which was not issued to the person using such *ez-link* card or which the person is not entitled to the use thereof, or where the *ez-link* card has been blacklisted.

11. LOSS OF EZ-LINK CARDS

- 11.1 Card Holders are responsible for safeguarding their *ez-link* cards against loss, damage or theft, and ensuring that their *ez-link* cards are not used by any person without the Card Holder's permission. Each of Citibank, EZL, the Agents and the Qualified Merchants accepting the *ez-link* card for payment for Qualified Goods and/or Services are not responsible for any financial losses incurred due to the loss of an *ez-link* card and have no obligation whatsoever to prevent the use of a lost *ez-link* card by a person other than the Card Holder.
- 11.2 Where EZL and/or the Agents are in possession of any lost *ez-link* card, the Card Holder may reclaim the *ez-link* card provided that the Card Holder is able to produce proof of ownership to the satisfaction of EZL and/or the Agents. Card Holder shall not have any claim to any lost *ez-link* card or the Stored Value therein if the lost *ez-link* card remains unclaimed after two weeks in EZL and/or the Agents' possession. EZL shall be fully entitled to deal with the Stored Value remaining on such lost *ez-link* card as it thinks fit.

12. EXCLUSION OF LIABILITY

- 12.1 Notwithstanding anything to the contrary contained herein, each of Citibank, EZL and the Agents shall not be liable, whether or not arising out of the negligence of each of Citibank, EZL, the Agents and/or their respective officers, employees, or agents, for any losses, damages, expenses, claims, liability and costs (including cost on a solicitor and client basis) that the Card Holder may incur or suffer in connection with:-
- (a) the use or issue of *ez-link* cards; or
 - (b) any delay in issuing of *ez-link* cards or suspension or discontinuance of issuing of *ez-link* cards;
 - (c) any period where any equipment, software or system is unavailable for processing the use of the *ez-link* cards for payment; or
 - (d) any delay or detention arising from use of *ez-link* cards (including damaged *ez-link* cards).
- 12.2 Damaged or defective *ez-link* cards may not be accepted in the equipment used by the Qualified Merchants. Neither Citibank, EZL nor the Agents shall be liable for any loss, delay or inconvenience that may be incurred if the *ez-link* card is not accepted in such equipment.

- 12.3 Notwithstanding any other provision of these Conditions, EZL's total liability to the Card Holder under these Conditions and at law shall not exceed in aggregate the sum of S\$500.00 per *ez-link* card.
- 12.4 Citibank's and EZL's total liability to a Card Holder shall not exceed the aggregate of the Stored Value of such Card Holder's *ez-link* card as of the date the Card Holder's claim arises.

13. AMENDMENT

- 13.1 EZL may (for and on behalf of itself and/or Citibank) from time to time amend any part of these Conditions. EZL will give notice of any amendment by posting the same at its website at www.ezlink.com.sg, any Passenger Service Centre or Ticket Office at MRT stations and bus interchanges, the premises of the Agents and/or such other premises as may be determined by EZL. 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 Conditions.

14. NO WAIVER

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

15. RIGHT OF THIRD PARTIES

A person or entity who is not a party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act, chapter 53B of Singapore 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 Conditions.

16. FORCE MAJUERE

Neither Citibank nor EZL nor any Agents shall be liable for non-performance, error, interruption or delay in the performance of their obligations under these Conditions, in the *ez-link* card system's operation, if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control which includes without limitation:- (i) flood, lightning, acts of God, fire, earthquakes and other natural disasters; (ii) judgements, 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; (iii) power failure; (iv) acts or defaults of any telecommunications network operator; (v) circumstances where communications lines and/or computer systems of EZL, Citibank, the Agents and/or the Qualified Merchants cannot be used for reasons attributable to third party telecommunications carriers; and (vi) acts or omissions of any Qualified Merchant or any party for whom Citibank, EZL and/or the Agents are/is not responsible.

17. INDEMNITY

The Card Holder hereby undertakes and agrees to indemnify each of Citibank and EZL and keep each of Citibank and EZL at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of Citibank and/or EZL on a solicitor and own client basis), awards, damages, losses and/or expenses however arising directly or indirectly by reason of and/or as a result of any breach or non-compliance by the Card Holder of the terms and conditions herein.

18. GOVERNING LAW

The construction, validity and performance of these Conditions shall be governed by and construed in accordance with Singapore law. Each party mentioned herein hereby submits to the non-exclusive jurisdiction of the Singapore courts.

April 2009