



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 requires 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* card based on the available system records of EZL and/or the Agents, provided that the *ez-link* card's external card number is readable.
- 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.

19. TRANSIT CONDITIONS

The use of the ez-link card shall be subject to the Transit Conditions.

("Transit 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:

- (a) not attach onto his/her Card any object which may interfere with the read/write mechanism of any Transit Usage Device; and
- (b) 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:-

- (a) the Card has expired;
- (b) the Stored Value of the Card is insufficient or has been exhausted;
- (c) the Card is suspected by TLPL and/or the Operators:
 - (i) to be a counterfeit;
 - (ii) to have been fraudulently or illegally issued or revalued;
 - (iii) to have been stolen or tampered with in any way;
 - (iv) to have been used by a person to whom it was not issued or who is otherwise not entitled to the use thereof; or
- (d) the Card is damaged, corrupted, defective, faulty or otherwise poses a risk of damage to the Fare System (including any Transit Usage Device);
- (e) the Card has been blacklisted by the Issuer or has been made the subject of any recall or retention by the Issuer;
- (f) the Card has not been activated for use in the Public Transport System;

(g) 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:

- (a) to be a counterfeit;
- (b) to have been fraudulently or illegally issued or revalued;
- (c) to have been stolen or tampered with in any way;
- (d) to have been used by a person to whom it was not issued or who is otherwise not entitled to the use thereof;
- (e) to pose a risk of damage to any Fare System (including any Transit Usage Device);
- (f) to have been blacklisted by the Issuer; or
- (g) 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, warlike operations, hostilities, insurgencies, invasions, epidemics, quarantines, acts of foreign or public enemies, hijacking 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.

December 2009