

TERMS & CONDITIONS FOR USE OF TEMPORARY CARDS
("Conditions")



The Temporary Card is issued on a goodwill basis for a Concession Card that is corrupted and it can only be used for travel in the Public Transport System. These Conditions govern the use of the Temporary Card. By using the Temporary Card, you agree to be bound by these Conditions.

1. DEFINITIONS

In these Conditions, the following words and expressions shall have the meaning ascribed to them:

Concession Card	means a contactless smartcard, other than the Child Concession Card, and which is issued by the Land Transport Authority of Singapore (LTA) and accepted for use by the Operators as a Ticket and for the payment of concessionary Fares for travel on designated routes using the Public Transport System
Fares	means the amount payable to the Operators for Transit Services.
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 contactless smartcards (including top-up and refund functions applicable to such cards)
Issuer	means EZ-Link Pte Ltd
Operators	means SBS Transit Ltd, SMRT Trains Ltd, SMRT Buses Ltd and SMRT Light Rail Pte Ltd.
Public Transport System	means the public bus and rail systems from time to time operated by the Operators.
PTC	means the Public Transport Council of Singapore
Stored Value	means the monetary value paid in advance for and stored in a Temporary Card, including by means of a revaluation, or the residual value remaining therein from time to time.
Ticket	means a form of authorization for the conveyance of any passenger on the Public Transport System, as understood within the context and meaning of the Public Transport Council Act (Cap.259B).
TLCCRO	means TLPL's Concession Card Replacement Office.
TLPL	means Transit Link Pte Ltd, its successors and assigns and such other persons authorized by LTA and/or the Operators.
TLTO	means TLPL's Ticket Office
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.

2. OWNERSHIP OF TEMPORARY CARD

- 2.1 All Temporary Cards are issued to you on a temporary loan basis only and shall be produced at any time for inspection on demand by any officer, employee or agent of TLPL or of any of the Operators while the Temporary Cards are used or proposed to be used for travel.

2.2 You agree: -

- (a) to comply with all the notices, guidelines, rules and instructions pertaining to the use of the Temporary Card from time to time, including operating rules or policies that may be published from time to time by TLPL or the Operators;
- (b) to abide by all applicable laws and regulations when using the Temporary Card;
- (c) not to tamper or allow anyone to tamper with the Temporary Card;
- (d) to use the Temporary Card only as a means of payment of Fares for travel in the Public Transport System;
- (e) not to allow any one else to use the Temporary Card;
- (f) not to intentionally deface, damage and/or destroy the Temporary Card; and
- (g) not to affix, print, attach or place anything or any markings, stickers, objects and/or any other material onto the Temporary Card or to otherwise alter, remove or replace any notices, trademarks, trade names, logos, artwork or designs on the Temporary Card.

2.3 All Temporary Cards which have been returned to or replaced by TLPL, or for which refunds have been made by TLPL shall be retained by TLPL.

2.4 TLPL and the Operators shall be entitled without assigning any reason therefore to forfeit and/or retain any Temporary Card which it reasonably suspects or has reason to believe to have been improperly issued, stolen and/or tampered with.

3. VALIDITY

The Temporary Card is only valid for use for a period of up to ten (10) days from the date of issue.

4. TRANSACTIONS

4.1 The Temporary Card may only be used as a means of payment of Fares for travel in the Public Transport System subject always to these Conditions. Adult Fares will apply when using the Temporary Card to pay Fares.

4.2 The Temporary Card can not be used in non-transit systems, including without limitation Electronic Road Pricing, Electronic Parking System and retail outlets.

4.3 The Stored Value of the Temporary Card may be revalued. However, please note that the Temporary card is only valid for ten (10) days from the date of issue.

4.4 The Operators may reject the use of the Temporary Card for payment of Fares if:

- (a) the Temporary Card has expired;
- (b) the Temporary Card is suspected to have been improperly issued, stolen or tampered with;
- (c) the Stored Value of the Temporary Card is insufficient or has been exhausted; or
- (d) the Fare System is unable to process the payment for any reason whatsoever.

5. TRANSFER REBATES

- 5.1 Using a Temporary Card for a journey that involves a transfer may but not necessarily entitle you to a reduced Fare for the part of the journey involving the transfer. A reduced Fare is extended only if the transfers take place between eligible services and within the allowable time in accordance with policies established by the relevant Operators. These Conditions may be amended from time to time at the discretion of Operators and any notice given by PTC with regard to such amendment shall be binding on you. Further, the level of Fare reduction may vary for different services and certain services may not offer the possibility of a reduced Fare at all.
- 5.2 In circumstances where an expected reduction from the Fares is not given on the transfer although the conditions for a reduction have been met, TLPL will refund you the additional amount paid if:
- (a) the claim is made at any TLTO, TLCCRO or through TLPL's hotline within 5 days of the incident;
 - (b) the claim is accompanied by the Temporary Card used (or that was intended to be used), or where the claim is reported through TLPL's hotline, the card number printed on the back of the Temporary Card is provided; and
 - (c) TLPL is satisfied, after due investigation, that the claim is valid.
- 5.3 Any amount properly due can be collected from any TLTO during business hours on such date as may be stipulated in any refund application receipt issued by TLPL or 7 days after the reporting of any claim through the TLPL's hotline together with the refund number allocated by TLPL at the time of such reporting.

6. LOSS OF TEMPORARY CARD

- 6.1 You are responsible for safeguarding the Temporary Card. Officers, employees and agents of TLPL and the Operators are not responsible for any losses incurred due to the loss of the Temporary Card and have no obligations whatsoever to prevent the use of a lost Temporary Card by a person other than you.
- 6.2 An administrative charge of \$10.00 will be imposed if you fail to return the Temporary Card to TLPL.

7. REPLACEMENT OF DEFECTIVE TEMPORARY CARD

- 7.1 You may obtain a replacement Temporary Card if your Temporary Card is defective by presenting the defective Temporary Card along with your Concession Card/NRIC/passport at any TLTO. The replacement Temporary Card shall be encoded only with the Stored Value encoded in the defective Temporary Card as determined by TLPL. The defective Temporary Card shall be surrendered to TLPL in exchange for the replacement Temporary Card.
- 7.2 For the purposes of these Conditions, a Temporary Card shall only be regarded as "defective" in the event its encoded electronic data cannot be reliably read for any reason whatsoever as determined by TLPL.
- 7.3 TLPL is not liable to replace any Temporary Card for any reason whatsoever other than as provided in Clause 7.1.

8. DETERMINATION OF VALUE IN TEMPORARY CARD

The determination by TLPL as to the amount of Stored Value of a Temporary Card shall, save for manifest errors, be final and conclusive. TLPL reserves the right to make subsequent adjustments to such determination should any transaction records received later indicate a different Stored Value.

9. RETURN OF TEMPORARY CARD TO TRANSITLINK

- 9.1 You must return the Temporary Card to TLCCRO in exchange for your replacement Concession Card. Your replacement Concession Card may be collected within 1 working day from the date when the replacement Concession Card is ready for collection.
- 9.2 You will need to bring your Concession Card/NRIC/passport for identification purposes when collecting your replacement Concession Card.
- 9.3 Subject to clauses 8 and 9.4, upon collecting your replacement Concession Card and returning the Temporary Card to TLCCRO, TLPL will refund you the Stored Value of the Temporary Card as determined by TLPL. This refund may be subject to an administrative fee as determined from time to time by TLPL.
- 9.4 TLPL will not be liable to refund you the Stored Value of the Temporary Card or any part thereof if:
- (a) You do not return the Temporary Card in exchange for your replacement Concession Card in accordance with clause 9.1;
 - (b) The encoded electronic data on the Temporary Card is erased wholly or in part, or otherwise altered or interfered with;
 - (c) Neither the electronic data on the Temporary Card nor the external card number on the Temporary Card can be reliably read for any reason whatsoever; or
 - (d) The Temporary Card has been intentionally damaged or tampered as determined by TLPL.

10. EXCLUSION OF LIABILITY

Neither the Issuer, 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 you may incur or suffer in connection with:

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

11. AMENDMENT

TLPL may from time to time amend, modify or vary any part of these Conditions without any prior notice save that notice of any such amendments made shall be posted at any TLTO/TLCCRO at MRT stations and bus interchanges and/or such other premises (including TLPL's website) as may be determined by TLPL. Your continued use of the Temporary Card after the date of such notification shall constitute an affirmative acknowledgement by you of the amendments and shall be deemed to be your acceptance of the revised Conditions.

12. NO WAIVER

No failure or delay on the part of the Issuer, 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.

13. 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.

14. FORCE MAJUERE

Neither TLPL, the Issuer nor any of the Operators shall be liable for any non-performance, error, interruption or delay in the performance of 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, 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) power & telecommunication network failures;
- (d) circumstances where communications lines and/or computer systems cannot be used for reasons attributable to any telecommunications carriers; and
- (e) acts or omissions of any third party.

15. INDEMNITY

You hereby undertake to indemnify and keep TLPL and 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 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 or as a result of any breach or non-compliance by you of these Conditions.

16. 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 submits to the non-exclusive jurisdiction of the Singapore courts.