

TERMS AND CONDITIONS FOR THE USE OF AUTO TOP-UP ENABLED CONCESSION CARDS

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions ("Terms and Conditions"), the following words and expressions shall have the meaning ascribed to them:

"Account" means the Bank or Credit card account designated by the Account Holder in the Application Form for the auto top-up Facility and accepted by the Bank for debiting of top-ups.

"Account Holder" means the person who has had a Concession card enabled at his request with the auto top-up Facility by LTA and whose Account will be debited upon automatic or customer activated top-ups made to the Auto top-up enabled Concession card(s).

"Application Form" means the form issued by TransitLink for the application of the auto top-up Facility and includes any such form issued via electronic means for purposes of application for the auto top-up Facility, or touch screen application menus of GTMs operated at MRT and LRT stations, and bus interchanges.

"Auto top-up enabled Concession card" and any replacement of the same means a Concession card that can be topped up for a pre-selected amount automatically by a public transport fare system device when the remaining value is below a threshold value, or through an action of the Concession card Holder at selected terminal devices and GTMs.

"Bank" means any bank licensed to operate retail-banking services in Singapore and participating in the GIRO inter-bank system of cashless payments and the auto top-up Facility scheme.

"Charges" means the charges incurred by the Concession card Holder(s) in respect of services provided or goods purchased from service providers who have contracted with LTA to accept the Concession card as a mode of payment. Such charges may include any and all applicable goods and services tax, imposition, duty and levy whatsoever which are or may from time to time be imposed or charged by any government, statutory body or tax authority.

"Concession card" means the multi-purpose stored-value contactless smartcard issued by LTA for the payment of goods and services.

"Concession card Holder" in respect to a Auto top-up enabled Concession card refers to the Account Holder or a person nominated by the Account Holder in the Application Form for the auto top-up Facility who is authorised to collect and use an Auto top-up enabled Concession card, linked to the Account, or the Holder of a Concession card having been auto top-up enabled and linked to the Account through an online application process.

"Convenience fee" applies to credit cards and means a fee of \$0.25 (or such other amount as may be determined by LTA/TransitLink from time to time) charged to the Account Holder's Account for each Top-Up Amount.

"Credit card" means any credit, debit or charge card branded by VISA or MasterCard and issued by the Bank.

"Facility" means the facility provided by the Bank for topping up the Auto top-up enabled Concession card by an amount correspondingly debited or to be debited from the Account.

"GIRO" means the system of electronic fund transfer in which funds are transferred from a bank account of a depositor to an organisation or organisations designated by the depositor.

"GTM" means the General Ticketing Machine deployed at MRT and LRT stations and bus interchanges for topping up of Concession cards, applying for the auto top-up (GIRO) Facility, and other functions on Auto top-up enabled Concession cards.

"LTA" means the LAND TRANSPORT AUTHORITY OF SINGAPORE, a statutory body incorporated in Singapore under the Land Transport Authority of Singapore Act (Cap 158A) and having an office at 1 Hampshire Road Singapore 219428.

"Passenger Service Centre" means an office or service counter located in MRT Stations and Bus Interchanges where authorised agents of LTA, usually the respective public transport service provider, operate a contactless smartcard card processing device.

"Public transport fare system device" means a bus contactless smartcard Processor, a MRT Fare Gate or a LRT Fare Gate.

"Top-up" means adding value to the Concession card either by a Passenger Service Centre contactless smartcard device, a load agent contactless smartcard device, a public transport fare system device, a merchant operated terminal device or a GTM.

"Top-Up Amount" means the amount specified by the Account Holder in the Application Form to be deducted from his bank account for the purposes of topping up the Auto top-up enabled Concession cards issued to Concession card Holders, or the amount subsequently changed by the Account Holder through an electronic online process.

"Ticket Office" means an office located in MRT Stations and Bus Interchanges operated by TransitLink or an authorised agent of LTA for the purpose of providing sales, top-ups, replacement, and refund services for Concession cards, including Auto top-up enabled Concession cards.

"TransitLink" means Transit Link Pte Ltd, a company incorporated in Singapore and having its registered office at 9 Maxwell Road #03-02 Annexe A MND Complex Singapore 069112.

1.2 Words importing the singular shall include the plural and vice versa, words importing a gender shall include every gender.

1.3 The Terms and Conditions for the Use of Auto Top-up Enabled Concession Cards are in addition to the Conditions of Issue and Use of Concession Cards issued by LTA. The Conditions of Issue and Use of Concession Cards are available for inspection at Passenger Service Centres and Ticket Offices. In the event of any inconsistency between the Terms and Conditions contained herein and the Conditions of Issue and Use of Concession Cards, the Terms and Conditions herein shall prevail.

2 CONDITIONS OF ENABLING AND USE OF AUTO TOP UP FACILITY

2.1 Any Concession card Holder may upon approval by the Bank and LTA have his Concession card enabled with the auto top-up Facility. In the case of an online electronic application through a GTM, the Concession card used during the application process will be so enabled.

2.2 In consideration of the enabling of an existing Concession card with the auto top-up Facility by LTA, the Account Holder hereby agrees:

2.2.1 that the Terms and Conditions shall be binding on the Account Holder in respect of all matters in relation to the use of the Auto top-up enabled Concession card;

2.2.2 that the said Concession card shall be issued or enabled in the name of the Concession card Holder who shall be entitled to the use thereof;

2.2.3 that LTA/TransitLink and the Bank shall be entitled to establish the proper linkage between the Account and the said Auto top-up enabled Concession card;

2.2.4 that LTA/TransitLink shall be entitled to authorise the Bank and that the Bank shall be entitled to debit the Account pursuant to the use of the auto top-up Facility;

2.2.5 that LTA/TransitLink shall be entitled to authorise the Bank and that the Bank shall be entitled to credit the Account with any monies that may be due from LTA to the Account Holder in respect of refund of monies by LTA to the Account Holder pursuant to the Terms and Conditions or otherwise;

2.2.6 that LTA/TransitLink shall be entitled to deduct a Convenience Fee from the Account for each auto top-up; and

2.2.7 that LTA/TransitLink shall be entitled to obtain an authorisation for any pending auto top-up upon the approval of the application for auto top-up by credit card and upon an auto top-up on the Auto top-up enabled Concession card.

2.3 Notwithstanding anything to the contrary herein contained, the Account Holder agrees that a minimum period, to be determined by LTA, must elapse between each top-up of the Auto top-up enabled Concession card. LTA shall not be obliged to top-up the Auto top-up enabled Concession card with another Top-Up Amount until after the Account has been successfully debited for any previous Top-Up Amounts.

2.4 The Account Holder hereby undertakes as follows:

2.4.1 to ensure that the Concession card Holder of the Auto top-up enabled Concession card will not allow the Concession card to be used by any person ineligible for the use of the said Concession card;

2.4.2 to ensure that the Terms and Conditions contained herein and in the Conditions of Issue and Use of Concession Cards are adhered to by the Concession card Holder where applicable;

2.4.3 to maintain at all times a sufficient balance or credit limit in his Account to enable the Bank to make the requisite debits in respect of the use of the Auto top-up enabled Concession card;

2.4.4 to provide LTA/TransitLink with any information as may be reasonably requested by LTA/TransitLink in relation to the use and cancellation of the Auto top-up enabled Concession card, and the termination of the auto top-up Facility, and to render any and all necessary assistance to LTA/TransitLink in relation to any investigation relating to the use of the Auto top-up enabled Concession card; and

2.4.5 subject to paragraph 5.2, to be responsible for all transactions made by the use or purported use of the Auto top-up enabled Concession card by any person whether with or without the knowledge or consent of the Account Holder.

3 PAYMENT

3.1 In the event that LTA fails to receive payment in respect of any monies to be debited from the Account for any reason whatsoever, LTA shall have the right to do any or all of the following:

3.1.1 Impose on the Account Holder an administrative charge, determined by LTA from time to time, of no less than S\$1.00.

3.1.2 Suspend the use of all Auto top-up enabled Concession cards linked to that Account.

3.1.3 Terminate the use of any or all Auto top-up enabled Concession cards linked to that Account and/or terminate the auto top-up Facility pursuant to paragraph 6.3.2.

3.1.4 Disqualify the Account Holder and/or the Auto top-up enabled Concession card Holder(s) from applying for, being considered for and/or successfully accepted under the auto top-up Facility for any new Concession cards for such length of time as may be determined to be appropriate by LTA.

3.1.5 Deduct or set-off any monies owing to LTA from the remaining value paid in respect of any Auto top-up enabled Concession cards linked to that Account or the Account Holder.

3.1.6 Recover from the Account Holder the amount payable and all costs incurred (including legal cost on a full indemnity basis) for the recovery of such payment.

4 LIMIT OF LIABILITY

The provisions relating to exclusion of liability in the Conditions of Issue and Use Of Concession Cards shall apply in full to the use of any Auto top-up enabled Concession cards.

5 LOSS OF AUTO TOP-UP ENABLED CONCESSION CARD

5.1 It is the responsibility of the Account Holder or Concession card Holder(s) to report the loss of any Auto top-up enabled Concession card to TransitLink on telephone number 1800-225 5663 with one or more of the following information:

- NRIC or passport number(s) of Concession card Holder(s) and/or Account Holder
- Engraved Concession card identification number
- Account number of the Account
- Auto top-up reference number of the lost Auto top-up enabled Concession card
- Telephone number
- Local address

5.2 Once the loss of an Auto top-up enabled Concession card has been reported to TransitLink, TransitLink shall cancel the lost card within forty eight (48) hours from the time of the report. The Account Holder shall only be responsible for subsequent unauthorised usage (if any) of the Auto top-up enabled Concession card within the period of 48 hours after Lost Auto top up enabled Concession card has been reported lost:

5.2.1 for payment of fares on public transport services provided by the public transport operators, save that TransitLink shall refund the cardholder for any deductions for fares for public transport services exceeding \$10.00 in aggregate within the 48 hours after the Lost Auto top-up enabled Concession Card has been reported lost, and

5.2.2 for all payment of goods and services other than for public transport services within the 48 hours after the Lost Auto top-up enabled Concession Card has been reported lost, whether such deductions from the Lost Auto top-up enabled Concession Card were made with the Account Holder's knowledge or consent or not.

5.3 The remaining value on the lost Auto top-up enabled Concession card less any unauthorised usage, in accordance to 5.2, subject to LTA's right to deduct or set off any amount owing to LTA in respect of any other Concession card linked to the Account, be refunded to the Account Holder's Account within two (2) weeks of the date of cancellation.

5.4 Where the loss of an Auto top-up enabled Concession card has been reported, the Account Holder or Concession Card Holder will have to re-apply for the Replacement Concession card to be auto top-up enabled at any GTM for auto top-up by Bank and at any ticket office for auto top-up by Credit card.

6 TERMINATION OF AUTO TOP-UP FACILITY

6.1 Concession card Holders may terminate the auto top-up Facility at TransitLink Ticket Offices by presenting their Concession card. However, termination of the Facility is not allowed while an outstanding debit amount is pending. Upon payment of the outstanding amount, the Facility may then be terminated.

6.2 The auto top-up Facility may be terminated by LTA/TransitLink upon giving at least seven (7) days' notice of the intention to terminate to the Account Holder.

6.3 Notwithstanding paragraph 7.2, LTA/TransitLink reserves the right to terminate the auto top-up Facility upon written notice to the Account Holder and the Bank in the event that:

6.3.1 there is a breach by the Account Holder or Auto top-up enabled Concession card Holder in respect of any of the Terms and Conditions contained herein; or

6.3.2 there is a failure to receive payment of monies owing to it as provided in paragraph 3.

6.4 Upon termination of the auto top-up Facility by LTA/TransitLink, the auto top-up Facility shall be disabled on the Concession card, and:

6.4.1 All monies due and owing to LTA by the Account Holder in relation to the terminated Auto top-up enabled Concession card shall be paid within two (2) weeks of the date of notification by LTA/TransitLink of the amount due and owing;

6.4.2 The remaining value paid on the Auto top-up enabled Concession card shall remain on the Concession card; and

6.4.3 Provided that LTA/TransitLink shall have the right to set-off any monies owing to it from such remaining value paid.

6.5 In the event payment is not made by the date specified in paragraph 6.4.1, LTA reserves the right to impose an administrative charge or such amount of interest on the amount unpaid as is reasonable in the circumstances.

7 REFUND FOR SURRENDERED AUTO TOP-UP ENABLED CONCESSION CARDS

7.1 Holders of Auto top-up enabled Concession cards who wish to surrender their Concession cards, can do so at any Ticket Office.

7.2 The value remaining ("remaining value"), if any, of the Auto top-up enabled Concession card, based on the amount as determined from LTA/TransitLink computer records, will be refunded free of interest to the Account Holder and shall be credited to his Account within two (2) weeks of the date of surrender. The refund is subject to an administrative fee as determined from time to time by LTA and to LTA's right to deduct or set off any amount owing to LTA in respect of any other Concession card linked to the Account. No refund will be made for any personalisation fee or card cost.

8 AMENDMENT

LTA may from time to time amend any part of these Terms and Conditions. LTA will give notice of any amendment by posting the amended Terms and Conditions at any Passenger Service Centre or Ticket Office at MRT and LRT stations and bus interchanges, the premises of the TransitLink and/or such other premises as may be determined by LTA. The Concession card Holder agrees that any notification of amendments as aforementioned shall be sufficient notice for the purpose of this paragraph. If the Concession card Holder does not accept any amendments, he shall cease all use of the Concession card. The Concession card Holder's continued use of the Concession card after the date of such notification shall constitute an affirmative acknowledgement by the Concession card Holder of the amendments and shall be deemed to be the Concession card Holder's acceptance of such revised Terms and Conditions.

9 NOTICES

Unless otherwise provided herein all notices, demands or other communications by LTA/TransitLink shall be in writing to the address of the Account Holder as stated in LTA/TransitLink's records and shall be deemed served if

9.1 delivered by hand, on the day of delivery

9.2 by ordinary post, on the day following that on which the notice was posted; or

9.3 by facsimile transmission, on the day the facsimile was transmitted.

10 NO WAIVER

No failure or delay on the part of LTA, TransitLink, their agents, or any service provider in exercising any power right or remedy under the Terms and Conditions shall operate as a waiver of such power right or remedy. Nor shall any single or partial exercise of any power right or remedy preclude the further or other exercise thereof, or the exercise of any power right or remedy which it may have.

11 RIGHT OF THIRD PARTIES

A person or entity who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any term of these Conditions, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this paragraph shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

12 FORCE MAJEURE

Neither LTA, TransitLink nor any of our respective agents shall be liable for non-performance, error, interruption or delay in the performance of our obligations under this Terms and Conditions, in the 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 disaster;
- (ii) 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; and
- (iii) power failure.

13 LAW

The Terms and Conditions are governed by and shall be construed in accordance with the laws of Singapore. The Account Holder hereby submits to the non-exclusive jurisdiction of the courts of Singapore.