

TERMS AND CONDITIONS OF USE

By accessing or using the Website (as defined below), you agree that you have read and understood the following terms and conditions of use ("Terms"). You further agree to be bound by these Terms which shall constitute a legally binding agreement between you and Changi Travel Services Pte Ltd. If you do not agree with or accept the Terms, please discontinue accessing or using the Website.

We may amend or modify these Terms at any time at our sole discretion without prior notice, and such amendments or modifications shall be effective immediately upon posting of the modified Terms. You agree to review the Terms periodically to be aware of such amendments or modifications and your continued access to or use of the Website shall be deemed your conclusive acceptance of the amended or modified Terms.

DEFINITIONS

In these Terms, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them:

"Booking" means the Products and/or Services that you have booked on the Website with Changi Travel Services Pte Ltd or the merchants or third-party service providers.

"Content" means all materials on the Website, including but not limited to texts, data, graphics, photos, images, audios, videos, logos, and other materials.

"CTS" means Changi Travel Services Pte Ltd and includes the references of "We", "Us", "Our" and "Ourselves".

"Merchants" means the merchants or third-party service providers CTS works with for the provision of the Products and/or Services.

"Order" means the Products and/or Services that you have purchased on the Website with Changi Travel Services Pte Ltd or the merchants or third-party service providers.

"Products" means any or all products available on the Website

"Services" means any or all services offered on the Website

"Terms" means the terms and conditions set out in this document.

"Website" means the website, platform or portal operated by Changi Travel Services Pte Ltd.

"You" means the person or customer who accessed the Website or purchased or made a booking with respect to the Products or Services through the Website and includes the references of "Your" and "Yourself".

1. CUSTOMER RESPONSIBLE FOR INFORMATION

1.1. You confirm that all information you provided is accurate as of the date of provision, and/or purchase. You agree to indemnify, defend and hold CTS and its affiliates, and their respective officers, directors, agents, information providers and licensors (collectively, the "Indemnified Parties") harmless from and against any, and all claims, liabilities, losses, costs, and expenses (including attorneys' fees) incurred by any Indemnified Party in connection with any breach by you of these terms and conditions as well as the Privacy Policy.

2. ACCESS AND USE OF WEBSITE

2.1. The Website including the subdomains, features, contents and any affiliated websites belong to and are operated by Changi Travel Services Pte. Ltd.

2.2. Provision and Accessibility of Website

2.2.1. CTS may either offer to provide the Products and/or Services by itself or on behalf of the appointed operating merchants or third-party service providers. CTS reserves the right to change, suspend or discontinue any Products and/or Services at any time, including the availability of any feature, database or content. CTS may also impose limits or conditions on certain Products and/or Services or restrict access to any part or all of the Products or Services without notice or liability. CTS does not warrant the uninterrupted availability of the Website, Products and/or Services. CTS shall not be liable to you if the Website, Products and/or Services are not available at any time or period.

2.2.2. The purchaser represents that he/she is purchasing the Products and/or Services solely for his/her own account and use and not with a view to the sale or distribution thereof. Where it is suspected that the purchaser may be selling or distributing the Products and/or Services, whether in whole or in part, CTS shall be entitled in its sole discretion to rescind and void all pending unfulfilled orders without further reference to the purchaser.

3. USE OF WEBSITE AND CONTENT

3.1. All materials available on the Website, including but not limited to text, data, graphics, photographs, images, illustrations, audios, videos, logos and other materials ("Content") belongs to CTS, its affiliates and/or its licensors. These are protected by copyright and/or other intellectual property rights. The Website and Content are intended solely for your personal use and may only be used by abiding to the Terms. You shall not use the Website, Products and/or the Services for commercial purposes.

3.2. CTS and its licensors, where applicable, hereby grant you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited license to use the Website and/or Content, solely for your own personal, non-commercial purposes, subject to the Terms herein. All rights not expressly granted to you are reserved by CTS and its licensors. CTS, may at its absolute discretion and at any time, without prior notice, amend, remove or alter the presentation, substance or functionality of any part or all of the Website and/or Content.

3.3. You agree to comply with all copyright notices, trademarks rules, information and restrictions contained in the Website and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, upload, display, license, sell, perform or otherwise exploit for any purposes whatsoever the Website, Content or third party submissions or other property rights not belonging to you without express prior written consent of CTS or the respective owners, or in any way violate any third-party rights.

4. LIABILITY FOR THE WEBSITE AND CONTENT

4.1. CTS does not warrant the identities of any other users with whom you may interact within the course of using the Website. While CTS works to provide adequate information on the Website, Products and/or Services, CTS does not warrant the authenticity and accuracy of any content, materials, and information which the operating merchants and third-party service providers may provide. You agree to access the Website, Content, Products and/or Services at your own risks and you will be responsible for any damage or loss to any party resulting therefrom.

4.2. CTS will not be liable, at any circumstances, for any content, including but not limited to any errors or omissions in the Content, or any loss or damage incurred in connection with the use of and/or exposure to any content posted, emailed and accessed or otherwise made available through the Website.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All property rights, titles, and interests subsisting in respect of the Website and Content, the Products and Services and any suggestions, ideas, enhancements, requests, feedback, recommendations or other

information provided by you or any other party relating to the Website, the Products and Services, shall belong solely to CTS and its licensors. The Terms do not convey to you any rights of ownership in or related to the Website, Content, Products and/or Services or any intellectual property rights owned by CTS and/or its licensors. CTS's name and logo, the Website, Content, Products and Services and the third-party service providers' logos and the product names associated with the Website, Content, Products and Services are trademarks of CTS, its affiliates or third parties, and no right or license is granted to you to use them.

6. USER REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

6.1. Use of the Website, Products and Services

6.1.1 You represent, warrant and undertake to CTS:

- (i) Not to modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, license, sell, assign, perform, display, or in any way exploit, any part of the Website and/or Content, software, materials, the Products and/or Services in whole or in part;
 - (ii) Not to download or copy the Content and other information displayed on the Website or related to the Products and/or Services except for personal and non-commercial use, provided that you maintain and comply with all copyright and other notices contained in such content;
 - (iii) Not to store any significant portion of the Content or any content in any form. Copying or storing of any content, except for personal and non-commercial use, is expressly prohibited without prior notice and written permission from CTS or from the relevant copyright holder identified in the contents copyright notice;
 - (iv) Not to reverse engineer or access the Website, Content, Products and/or Services in order to:
 - (a) build a competitive product or service;
 - (b) build a product using similar ideas, features, functions or graphics of the Website, Content, Products and/or Services; or
 - (c) copy any ideas, features, functions or graphics of the Website, Content, Products and/or Services;
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- (v) Not to launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Website, Content, Products and Services;
 - (vi) Not to use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Website, Content, Products and/or Services;
 - (vii) Not to post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
 - (viii) Not to use the Website, Content, Products and/or Services:
 - (a) to send spam or otherwise duplicative or unsolicited messages;
 - (b) to introduce, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third-party privacy rights;
 - (c) to introduce or send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
 - (d) to interfere with or disrupt the integrity or performance of the Website, Content, Products and/or Services or the data contained therein;
 - (e) to attempt to gain unauthorized access to the Website, Content, Products and/or Services or its related systems or networks;
 - (f) to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
 - (g) to engage in any conduct that could possibly damage CTS's reputation;
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(h) to infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy or other rights of any third party;

(i) to violate any law, statute, ordinance or regulation;

(j) in a manner that is harmful, fraudulent, deceptive, threatening, abusive, harming, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable to CTS; or

(k) in a manner that involves commercial activities and/or sales without CTS's prior written consent including without limitation contests, raffle draws, sweepstakes, barter, advertising, or pyramid schemes.

6.1.2. By using the Website, Content, Products and/or Services, you agree to the following:

(i) You will not use the Website, Content, Products and/or Services to cause nuisance, annoyance, inconvenience or make fake orders and/or bookings.

(ii) You will not use the Website for purposes other than for obtaining the Products and/or Services.

(iii) You will comply with any guidelines provided by CTS for the use of the Website, Products and/or Services.

(iv) You will only use the Website, Products and/or Services for the purposes for which they are intended to be used.

(v) You will not try to harm the Website, Content, Products and/or Services in any way whatsoever.

(vi) You will provide CTS with proof of identity and/or payment as it may reasonably request or require.

(vii) You shall not contact the merchants or third-party service providers for purposes other than for obtaining the Products and/or Services.

- (viii) You shall not cause or attempt to cause any damage to any merchants or third-party service providers.
- (ix) You will only use the Website, Products and/or Services for lawful purposes.
- (x) You will not copy or distribute any software or other content associated with or related to the Website without prior written permission from CTS.
- (xi) You will only use the Website, Products and/or Services for your own use and will not resell it to any person.
- (xii) You will keep secure and confidential any account password or any identification we provide you which allows access to the Website, Products and/or Services.
- (xiii) You will not use the Website, Products and/or Services for sending or storing any unlawful material or for fraudulent purposes.
- (xiv) You agree to provide current, accurate, and complete information as required for the Website, Products and/or Services and to update your information in a timely manner to keep it current, accurate, and complete at all times for the duration of this agreement. You agree that CTS may rely on your information as current, accurate and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, CTS has the right to terminate this agreement and your use of the Website, Products and/or Services at any time without notice.
- (xv) You shall not employ any means to defraud CTS or enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion, promo code or campaign launched by CTS to encourage new subscriptions or usage of the Products and/or Services by new or existing customers.
- (xvi) You are aware that when requesting for any Products and/or Services by SMS or use of the Products and/or Services, standard telecommunication charges will apply unless otherwise stated.
- (xvii) You shall not cause a nuisance or behave in an inappropriate or disrespectful manner towards CTS or any merchant or third-party service provider regardless of any misgivings that you may have against CTS or the merchant or third-party service provider.
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(xviii) You shall not impair or circumvent the proper operation of the network(s) which the Website, Products and/or Services operate on.

(xix) You agree that the Website, Products and/or Services are provided on a reasonable effort basis.

(xx) You agree that your use of the Website, Products and/or Services will be subject to the CTS's Privacy Policy as may be amended from time to time.

(xxi) You agree to assume full responsibility and liability for all loss or damage suffered by yourself, any merchant, third-party service provider, CTS or any third party as a result of any breach of the Terms by you.

7. AUTHORISATION

7.1. If you are an entity, the person(s) who acts, represents, signs or enters into any agreement with respect to any Products and/or Services on the Website on your behalf must be lawfully authorised and empowered to do so.

7.2. You hereby agree to authorise CTS to access your personal data and information for purposes of verification and creditworthiness checks with credit reporting agencies and other third-party service providers.

8. PRODUCTS, DELIVERY AND SERVICES

8.1. You must register an account through the Website to purchase Products and/or Services offered by CTS, the merchants and third-party service providers in from various destinations. CTS has the absolute discretion to refuse your registration or terminate your account for any reason whatsoever. You will keep secure and confidential any account password or any identification we provide you and are responsible for any activities and orders placed that are submitted under this account. CTS shall not be liable for any damages or losses whatsoever if any third party gains unauthorized access to your account credential. You shall provide the documents and/or information as required by the individual Products and/or Services policies. No amendment and refunds shall be granted once your order is successful, unless otherwise stated.

8.2. If you attempted to use the Website, Products and/or Services in an unlawful manner, CTS, the respective merchants and/or third-party service providers reserve the right to forthwith terminate the transaction or agreement with you and no refunds will be granted.

8.3. Whilst the merchants or third-party service providers are required to provide CTS with the latest accurate information of the Products and/or Services on the Website, CTS does not and will not warrant that the information on the Website is accurate and updated at all times. Without limiting the generality of the foregoing, you acknowledge and agree that:

(i) images and photos of the Products and/or Services shown on the Website, including any digital assets belonging to CTS, its merchants and/or third-party service providers are for illustration purposes only. The colours of the Products and/or Services shown on the Website is accurately display by CTS, however, we cannot guarantee that your monitor's display of any colour will be a true reflection of the actual colours of the Products and/or Services, as the colours you see will depend on your monitor. The images and photos of the Products and/or Services are designed to help you recognise the products and are not in any way designed to represent or guarantee the actual products that you will receive;

(ii) actual product may vary due to product enhancement including but not limited packaging redesign and improvements;

(iii) where the actual price of any product is dependent on its weight, a price based on the average weight ranges of the product will be provided. CTS reserves the right to provide the nearest size/packaging of the Product at the nearest price.

8.4. In the event that a product becomes unavailable for any reason whatsoever after an order has been placed and paid, CTS reserves the right to process the remaining available products in your order and we will notify you as soon as reasonably practicable, and will proceed to assist you on the said matter.

8.4.1 In the event that an order includes any beer, spirits, wine and/or liquor product, the customer warrants that he/she is not under the age of 18 years and is legally entitled to purchase any beer, spirits, wine and/or liquor product.

8.4.2 You shall ensure that no person or persons shall use your account to purchase any alcohol products if that person or persons cannot satisfy clauses 8.4.1.

8.5 CTS shall use reasonable endeavors to deliver Products of acceptable quality to the address provided by the customer on the shipping details within the time windows selected by the customer but CTS shall not be liable for any delays in its delivery services, including but not limited to events outside the reasonable control of either party, acts of God, fire, flood, storm, strike, explosion, sabotage, riot, war (whether declared or not), industrial dispute and government action, adverse weather and/or traffic conditions. CTS effect delivery to mainland Singapore and Sentosa Island except for Jurong Island and any other islands.

8.5.1 For the purposes of the delivery of the Products and/or Services that you might have purchased, for which the merchants, third-party service providers and/or CTS may need to contact you, you agree to remain contactable via phone in such circumstances.

8.5.2 CTS will only deliver your order to the front door of the stated delivery address and all deliveries shall be signed off by the receiver on the delivery invoice. All risk in the Products shall pass to the customer upon delivery to address provided by the customer on the shipping details. In the event that you have notified CTS to leave your order outside the door, you agree that such arrangement shall be at your own risk and CTS shall not be liable for any consequential, indirect, damage, loss and whatsoever arising.

8.53 Bulk order (as determined by CTS in its sole discretion) shall be delivered within 5 days after receiving the order. You agree that CTS shall not be liable to you should the order be rejected for any reason whatsoever.

8.54 You agree to notify CTS of if there are any changes in your delivery address and/or contact number at least 24 hours prior to delivery. Should any rescheduling be required including but not limited to any personal reason from you, incomplete address details, invalid contact number and/or you are not present, the order will be subjected to a surcharge of \$8.00 (inclusive of GST) and \$30.00 (inclusive of GST) for normal and bulk orders respectively, payable in cash to the driver. You agree that the reschedule delivery date is within 2 days from the original date, failing which, CTS will proceed to cancel the order and a cancellation charge of \$15.00 (inclusive of GST) and \$30.00 (inclusive of GST) will be imposed for normal and bulk order respectively.

8.55 If the delivery includes any alcohol products and/or any Products which may not be received by a minor, a person above 18 years of age with appropriate identification must be present to receive the order. In the event that no person above 18 years of age is present, a reschedule delivery date shall be arranged at will be subjected to a re-delivery fee of \$8.00 (inclusive of GST).

8.56 Orders received before and inclusive 12:00 (SGT) are entitled to same-day delivery (08:00-23:00 daily, SGT) and orders received after and inclusive 12:01 (SGT) will be delivered on the next day. For orders value above and inclusive \$60, customers will be entitled to free delivery. For orders value below and inclusive \$59.99, a delivery charge of \$8 will be imposed. Free delivery is not applicable to bulk orders and/or orders with more than 20 quantities of a single Product.

8.57 CTS reserves the right, at its sole discretion, to deny, cancel and withhold delivery of the orders that are deemed to violate the Terms herein.

9. PAYMENT AND PAYMENT METHODS

9.1. You warrant that you have the authority to make the payment on the order or transaction by providing CTS with a valid credit card or PayNow account.

9.2. CTS does not store and/or hold your credit/debit card/PayNow account details in our systems. All credit card or PayNow transactions will be processed through a secured e-payment system by Mastercard International Incorporated or another third-party service provider.

9.3. CTS accepts the following modes of electronic payment processes: Visa, MasterCard and PayNow.

9.4. CTS reserves the right to request payment of fees, or charges and processing fee charges for your purchases of any Products and/or Services offered by CTS or its merchants or third-party service providers. You agree to pay all applicable fees, charges and processing fee charges, as described on the website in relation to such Products and/or Services which you have selected or purchased.

9.5. You will receive an email confirmation of your order via e-mail. For clarification, such email confirmation of orders does not guarantee stock availability.

9.6. You will receive an invoice via e-mail once the payment for your order is successful.

9.7. CTS reserves the right to change the payment method at any time by which payments for orders may be affected and such changes may be notified to you either by email or upon posting on the Website. Your use or continued use of the Website following such notification constitutes your acceptance of any new or payment method used.

10. PRICES AND CHARGES

10.1 Prices and charges quoted for the Products and/or Services are in Singapore Dollars on the Website.

10.2 You agree to accept the prices and charges stated on the Website for the Products and/or Services at the time of booking or purchase.

10.3 Prices and charges quoted on the Website may be adjusted and revised at the discretion of CTS and the appointed merchants or third-party service providers.

10.4 Subject to clauses 10.3 and 10.5, all prices and charges quoted on the Website are fixed prices.

10.5 CTS reserves the right to change the price lists, the fees or charges at any time, upon notice to you either by email or upon posting on the Website. Your use or continued use of the Website following such notification constitutes your acceptance of any new or revised fees and charges.

10.6 You shall be liable to pay all applicable taxes, duties and levies in connection with using the Website and for obtaining the Products and/or Services.

10.7 Whilst the merchants or third-party service providers are required to provide CTS with the latest accurate prices of the Products and/or Services on the Website, CTS does not and will not warrant that the prices quoted on the Website are accurate and updated at all times.

10.8 CTS may from time to time set credit limits for each transaction and reserves the right to limit sales including the right to prohibit sales to re-sellers.

11. MODIFICATION AND CANCELLATION

11.1 For purchases of products and/or services you may cancel any purchase by sending in an email to getit.contact@changirecommends.com.sg or WhatsApp +65 82050707. You agree that there shall be no refunds for any cancellation of orders and/or bookings.

11.2 If any event that any orders and/or bookings are cancelled by CTS for whatever reason, we will notify you as soon as reasonably practicable, and will proceed to assist you on the said matter.

12. WARRANTIES, REPRESENTATIONS AND LIMITATIONS OF LIABILITY

12.1 CTS makes no warranties, guarantees or representations, either expressed or implied, regarding the Website, Products and/or Services, including but not limited to the reliability, quality, availability, completeness, suitability, accuracy, merchantability, condition or fitness for any particular purpose of the Products and/or Services furnished under this agreement or the Website. CTS does not represent that the Website or any Products and/or Services offered under the Website or by any merchant or third-party service provider will be secure, timely, uninterrupted or error-free nor that the Website, Products and/or Services will meet your requirements or expectations, nor that all the errors in the Website, Products and/or Services will be corrected or that any computer systems or the servers that provide or operate the Website, Products and/or Services will be free of viruses or other harmful components. The Products and/or Services are provided on an "as is" basis. All conditions, representations and warranties including without limitation any implied warranty

of merchantability, fitness for a particular purpose, or non-infringement of any third-party rights, are hereby excluded.

12.2 CTS makes no warranty, guarantee or representation as to the reliability, safety, timeliness, quality, suitability or availability of any product and/or services on Website. You acknowledge and agree that the entire risk arising out of your use of the Website, Products and/or Services obtained from any merchant or third-party service provider shall remain solely with you and CTS shall not be liable to you in any way whatsoever.

12.3 By using the Website, Products and/or Services, you agree that you shall defend, indemnify and hold CTS and its affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with:

(a) your use of the Website, Products and/or Services in your dealings with the third-party service providers, third party merchants, providers, advertisers and/or sponsors; or

(b) your violation or breach of any of the Terms or any applicable law or regulation, whether or not referenced herein; or

(c) your violation of any rights of any third party, including third-party service providers arranged via the Website, Products and/or Services; or

(d) your use or misuse of the Website, Products and/or Services.

This indemnity provision shall survive the termination of this agreement.

12.4 CTS shall not be liable for any indirect, special, incidental or consequential losses which you or any person for whom you have booked and/or purchased the Products and/or Services might have incurred, or for any direct or indirect loss of profits, revenue, goodwill, opportunity, business, data or use, arising under this agreement under any cause of action; even if such losses were reasonably foreseeable or CTS had been advised of the possibility of the same.

12.5 You shall be liable to CTS for all expenses, including reasonable attorney fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce the rights of CTS under this agreement.

12.6 The Website, Products and/or Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications including any device used by you or the merchants or third-party service providers being faulty, not connected, out of range, switched off, or otherwise not functioning. CTS shall not be responsible for any delays, delivery failures, damages or losses resulting from such problems.

12.7 In the event that CTS detects possible fraud in your use of the Website, Products and/or Services, CTS reserves the right to immediately disconnect or deactivate the Products, Services or Website at any time and without any notice to you, and CTS shall have no liability whatsoever to you for such disconnection or deactivation.

12.8 Any claims against CTS by you or any person for whom you have booked and/or purchased the Products and/or Services shall be limited to the aggregate amount of all amounts actually paid by you and/or due from you in purchasing or utilising the Products and/or Services during the event giving rise to such claims.

12.9 CTS does not and will not assess nor monitor the suitability, legality, ability, movement or location of any third-party service providers including any merchants, advertisers and/or sponsors and you hereby waive and release CTS from all and any liability, claims and damages arising from or in any way related to the third-party service providers, merchants, advertisers and/or sponsors.

12.10 CTS will not be a party to any disputes, negotiations of disputes between you and any third-party service providers including any merchants, advertisers and/or sponsors.

12.11 CTS cannot and will not play any role in managing payments between you and any third-party service providers including any merchants, advertisers and/or sponsors. Responsibility for the decisions you make regarding the Products and/or Services offered via the Website rests solely with you. You hereby expressly waive and release CTS from all and any liability, claims and damages arising from your use of the Website, Products and/or Services or in any way related to the third-party service providers including any merchants, advertisers and/or sponsors.

12.12 The quality of the services provided by the third-party service providers including any merchants obtained through the use of the Website, Products and/or Services is entirely the responsibility of such third-party service providers or merchants who ultimately provide such services to you. You, therefore acknowledge that by using such products or services, you may be exposed to products or services which may be unsafe, offensive or otherwise objectionable and that you use such products or services at your own risks.

12.13 Different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Website and/or the associated software. While we continuously develop the Website and/or the associated software in order to, as far as possible, support all commonly used devices and models

in markets and all browsers where the Website are likely to be accessed from, we do not warrant the compatibility of the Website and/or the associated software with specific mobile devices or other hardware.

13. DISCOUNTS, PROMOTIONAL CODES, DEALS AND ADVERTISING

13.1. The following terms shall apply to the use of credits, e-vouchers, promotional codes and coupons (if any) (collectively referred to as "promo codes").

13.2. CTS may run promotions, contests, surveys and other programmes from time to time where these activities are subject to additional terms and conditions which will be made available on the Website, CTS's other marketing platforms, websites and/or other social media channels. Such additional terms and conditions are hereby incorporated by reference to these Terms.

13.3. Promotions, privileges, contests and programmes are only valid for the period as specified and stated by CTS in the relevant terms and conditions as well as on a whilst-stocks-last basis. No compensation will be paid in the event the promotion is no longer valid or the stocks in question have run out. All requests, orders and/or bookings made before or after the relevant validity periods for the promotions, contests and programmes shall be invalid.

13.4. Promo codes are only eligible for use during the programme's validity period as and when specified by CTS in the relevant terms and conditions. You agree to abide by all additional terms and conditions applicable to the relevant programmes, including but not limited to terms on the use of the promo codes.

13.5. Use of the promo codes must be indicated at the time of purchase or check out and, unless otherwise stated, all information or documents required by CTS must be provided. No retroactive use of the promo codes shall be permitted.

13.6. Promo codes cannot be used in conjunction with any other promotion, voucher coupon, deal or offer including but not limited to discounts unless otherwise stated.

13.7. Promo codes cannot be refunded, redeemed or exchanged for cash.

13.8. Resale, transfer and/or sharing of promo codes are strictly prohibited except for any gift vouchers offered by CTS, which may be purchased by you and given to others.

13.9. No reproduction, alteration, adaptation, modification, distribution, publication, broadcasting or other communication or dissemination of promo codes is allowed.

13.10. In the event that any promo codes are lost, misplaced, stolen, destroyed, duplicated, tampered with, or otherwise misappropriated or fraudulently used, CTS will not issue replacement promo codes.

13.11. CTS reserves the right to verify the authenticity or validity of any promo codes and deem as null and void any promo code that, in CTS' sole opinion and discretion, has been stolen, duplicated, tampered with or which is suspected to have been misappropriated or fraudulently obtained or used. In such event, you agree that CTS shall be entitled to charge you the full price of the relevant Products and/or Services.

13.12. CTS reserves the right, at its sole discretion, to remove, vary or impose additional terms and conditions on the use of the promo codes, as it deemed appropriate from time to time by posting the varied or additional terms and conditions on the Website.

13.13. Where any free gifts or prizes are offered as part of any promotion, contest or programme, such gifts or prizes are offered on a first-come-first-served basis and whilst stocks last. CTS may impose additional terms and conditions with respect to such promotion, contest or programme. No cash or credit will be offered in lieu of any free gifts or prizes.

13.14. All decisions by CTS on matters relating to contests, promotions, discounts, promo codes and other privileges or programmes are final and binding.

13.15. CTS reserves the right to discontinue any contests, promotions, discounts, promo codes and other privileges or programmes at any time without notice or liability.

13.16 Third Party Advertising and Promotions

13.16.1 During the use of the Website, Products and/or Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party providers, advertisers or sponsors showing their goods and/or services through the Website, Products and/or Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party providers. CTS shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party providers. Neither CTS nor any of its affiliate companies endorse any applications or sites on the Internet that are linked through the App, Website, Products and/or Services and in no event shall CTS or its affiliate companies be responsible for any content, products, services or other materials on or available from such sites or third party providers. CTS provides the Website, Products and/or Services to you pursuant to the Terms.

You recognize, however, that certain third-party providers may require your agreement to additional or different terms of use prior to your use of or access to such goods or services, and CTS is not a party to and disclaims any and all responsibilities and/or liabilities arising from such agreements between you and the third-party providers.

13.16.2 CTS may rely on third-party advertising and marketing supplied through the App, Website, Products and/or Services and other mechanisms to subsidize the Website, Products and/or Services and/or to earn additional revenue. By agreeing to the Terms, you agree to receive such advertising and marketing. If you do not want to receive such advertising and marketing, you should notify us in writing or in accordance with the procedures determined by CTS. You agree and allow CTS to compile and release information regarding you and your use of the Website, Products and/or Services on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third-party providers, advertisers and/or sponsors you interact with through the Website, Products and/or Services and/or advertising or marketing material supplied through the App, Website, Products and/or Services.

14. TERMINATION

14.1. Without prejudice to its other rights and remedies at law or in equity, CTS shall be entitled to terminate this agreement immediately by giving notice to you in the following circumstances:

- (i) CTS has any reason to believe that the Website, Products and/or Services is used for any immoral or fraudulent purposes;
- (ii) CTS has any reason to believe that any meter on the Website, Products and/or Services has been tampered with;
- (iii) CTS has any reason to believe that the Website, Products and/or Services have been used for any illegal or improper purposes or in violation of the applicable laws;
- (iv) You have committed any breach of the Terms of this agreement including but not limited to payment terms; or
- (v) You have obtained the Products and/or Services by misrepresentation or fraudulent means.

14.2. In the event that the relevant Products and/or Services are no longer available from the merchants or third-party service providers, CTS may, at its sole discretion, terminate this agreement without any liability to

you for compensation or damages whatsoever. No remedy of CTS shall be exclusive of any other remedy whether provided herein or available at law or in equity but shall be cumulative with other remedies.

15. CONFIDENTIALITY

15.1 You shall maintain in confidence all information and data relating to CTS, its Services, Products, business affairs, marketing and promotion plans or other operations and its affiliate companies which are disclosed to you by or on behalf of CTS (whether orally or in writing and whether before, on or after the date of this agreement) or which are otherwise directly or indirectly acquired by you from CTS, or any of its affiliate companies, or created in the course of this agreement. You shall further ensure that you only use such confidential information in order to use the Website, Products and/or Services, and shall not without CTS's prior written consent, disclose such information to any third party nor use it for any other purpose. The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:

- (i) was at the time of receipt already in your possession;
- (ii) is or has become public knowledge through no fault or omission on your part;
- (iii) was received from a third-party having the right to disclose it; or
- (iv) is required to be disclosed by law.

16. APPLICABLE LAWS AND ARBITRATION

16.1 This agreement shall be governed by and construed in accordance with the laws of Singapore and any disputes, actions, claims or causes of action arising out of or in connection with the Terms or the Website, Products and/or Services shall be referred to the Singapore International Arbitration Centre ("SIAC") in accordance with the Rules of the SIAC as modified and amended from time to time (the "Rules") by a sole arbitrator appointed by the mutual agreement of you and CTS ("Arbitrator"). If you and CTS are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of SIAC in accordance with the Rules. The seat and venue of the arbitration shall be Singapore, in the English language and the fees of the Arbitrator shall be borne equally by you and CTS, provided that the Arbitrator may require that such fees be borne in such manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.

17. GENERAL

17.1. The headings of this agreement are for convenience of reference only and shall not affect the meaning and construction of the terms and conditions contained herein.

17.2. No joint venture, partnership, employment or agency relationship exists between you, CTS or any third-party provider as a result of the Terms or under this agreement.

17.3 If any provision of this agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this agreement shall not in any way be affected or impaired thereby.

17.4 This agreement contains the entire agreement between the parties in respect of the subject matter of this agreement, and supersedes any prior written or oral agreements, representations or understandings between the parties relating to the subject matter of this agreement.

17.5 No waiver, alteration, modification, or amendment of this agreement shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the parties. No failure or delay by a party to exercise any right, power or remedy shall operate as a waiver of it, and a party's partial exercise of any right, power or remedy shall not preclude a further or the full exercise of it, or of any other right, power or remedy. A party's waiver of the breach of the other party's obligation shall not be a waiver of any continuing breach, other breach or subsequent breach of any other obligations. Any party may waive its rights under this agreement.

17.6 A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B, of Singapore) to enforce any of the terms of this agreement.

17.7 This agreement shall be binding upon, and enure for the benefit of, the parties and their respective successors and permitted assigns. This agreement cannot be assigned or transferred by you.

17.8 Each party warrants, represents and undertakes that it has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any person, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private. Violation of this clause by either party shall be a material breach of this

agreement and the other party shall be entitled to immediately terminate this agreement without any liability for any compensation or damages whatsoever.

17.9 CTS may give notice to you by means of a general notice on the Website, electronic mail to your email address in the records of CTS, or by written communication sent by registered mail or pre-paid post to your address in the records of CTS. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to CTS (such notice shall be deemed given when received by CTS) by letter sent by courier or registered mail to CTS using the contact details as provided in the Website.

Updated as of Sep 2020
