

Terms and Conditions

Important – Please read these terms carefully.

By using this Service, you agree that you have read, understood, accepted and agreed with the Terms and Conditions. You further agree to the representations made by yourself below. If you do not agree to or fall within the Terms and Conditions of the Service (as defined below) and wish to discontinue using the Service, please do not continue using this Application or Service. The terms and conditions stated herein (collectively, the “**Terms and Conditions**” or this “**Agreement**”) constitute a legal agreement between you and **CHANGI TRAVEL SERVICES PTE. LTD. (Registration No. 201207884G)** (“**CTS**”). In order to use the Service (each as defined below) you must agree to the Terms and Conditions that are set out below. By using the mobile application supplied to you by CTS (the “**Application**”), and downloading, installing or using any associated software supplied by CTS (the “**Software**”) which overall purpose is to enable you to assist persons looking to rent Wifi pocket routers for certain destinations (collectively, the “**Service**”), you hereby expressly acknowledge and agree to be bound by the Terms and Conditions, and any future amendments and additions to this Terms and Conditions as published from time to time at <https://www.changirecommends.com/agent/signup.aspx> or through the Application. CTS reserves the right to modify, vary or change the terms and conditions of this Agreement or its policies relating to the Service at any time as it deems fit. Such modifications, variations or changes to the Terms and Conditions policies relating to the Service shall be effective upon the posting of an updated version at <https://www.changirecommends.com/agent/signup.aspx>. You agree that it shall be your responsibility to review this Agreement regularly whereupon the continued use of the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes.

You are forbidden from promoting competitors’ applications, giving out coupons and suggesting any other form of discounts to the Customers. **You are strictly forbidden to use the Service for such other purpose such as but not limited to data mining of CTS’ information or information related to the Application or the Service or the Customer.** A breach hereof constitutes a grave offence and may be treated as industrial espionage or sabotage, and CTS reserves the right to take such action as may be appropriate or permitted under the laws against you, and/or any person, whether natural or artificial, directing or instructing you, in the event you misuse the Service other than for the purpose for which it is intended to be used.

1 REPRESENTATIONS & WARRANTIES

- 1.1 By using the Service, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms and Conditions, you are a resident in Singapore with an account in a bank operating in Singapore and at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons:
 - 1.1.1 Who are not a resident in Singapore;
 - 1.1.2 Who do not have an account with a bank operating in Singapore for purposes of CTS’ making payments of Service Fee (as defined below);
 - 1.1.3 Under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship.
- 1.2 By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms and Conditions. You further confirm that all the information which you provide shall be true and accurate. Your use of the Service is for your own sole, personal use. You undertake not to authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity. CTS reserves the right to terminate this Agreement should you be using the Service with an incompatible or unauthorized device or for purposes other than which the Application or Software is intended to be used.
- 1.3 By using the Service, you also represent, warrant, undertake and agree that:
 - 1.3.1 You will only use the Service for lawful purposes;
 - 1.3.2 You will only use the Service for the purpose for which it is intended to be used;
 - 1.3.3 You will not use the Application for sending or storing any unlawful material or for fraudulent

- purposes;
- 1.34 You will not use the Application and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings;
 - 1.35 You will not use the Service, Application and/or Software for purposes other than obtaining the Service;
 - 1.36 You will not impair the proper operation of the network;
 - 1.37 You will not try to harm the Service, Application and/or the Software in any way whatsoever;
 - 1.38 You will not copy, or distribute the Software or other content without written permission from CTS;
 - 1.39 You will only use the Software and/or the Application for your own use and will not resell it to a third party;
 - 1.3.10 You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;
 - 1.3.11 You will provide us with whatever proof of identity we may reasonably request or require;
 - 1.3.12 You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You agree that CTS may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, CTS has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;
 - 1.3.13 You will only use an access point or data account (AP) which you are authorized to use;
 - 1.3.14 You are aware that when using the Service, standard telecommunication charges will apply and which shall be solely borne by you;
 - 1.3.15 You shall not impair or circumvent the proper operation of the network which the Service operates on; and
 - 1.3.16 You agree that the Service is provided on a reasonable effort basis.

2 LICENCE GRANT & RESTRICTIONS

- 2.1 CTS and its licensors, where applicable, hereby grants you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited license to use the Application and/or the Software, solely for your own personal purpose, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by CTS and its licensors.
- 2.2 You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application and/or the Software in any way; (ii) modify or make derivative works based on the Application and/or the Software; (iii) create internet "links" to the Application or "frame" or "mirror" any Software on any other server or wireless or internet-based device; (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Application and/or the Software, or (c) copy any ideas, features, functions or graphics of the Application and/or the Software, (v) 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 Application and/or the Software, (vi) 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 Services or its contents; (vii) 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) remove any copyright, trademark or other proprietary rights notices contained in the Service.
- 2.3 You may use the Software and/or the Application only for your personal, purposes and shall not use the Software and/or the Application to: (i) send spam or otherwise duplicative or unsolicited messages; (ii) 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; (iii) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software and/or the

Application or the data contained therein; (v) attempt to gain unauthorized access to the Software and/or the Application or its related systems or networks; or (vi) Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity (vii) to abstain from any conduct that could possibly damage CTS' reputation or amount to being disreputable.

3 PAYMENT

- 3.1 Any fees which may be due to you for each successful booking under the Service are set out at <https://www.changirecommends.com/agent/signup.aspx> ("**Service Fee**") and shall be paid to you by the end of the 2nd calendar month from the time of successful booking. A booking shall only be deemed to be successful upon collection of payment by CTS from the Customer for the rental period of the Wifi equipment.
- 3.2 CTS may determine or change the Service Fee as CTS deems in its absolute discretion as necessary or appropriate for the business.
- 3.3 CTS retains the rights to suspend the processing of any booking where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where it reasonably believes the Customer or you to be in breach of any terms and conditions between the Customer and CTS or this Agreement. In such an event, you shall not hold CTS liable for any withholding of, delay in, suspension of or cancellation of, any payment to you.

4 TAXES

- 4.1 You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.
- 4.2 You shall be responsible and liable for all taxes, assessments and other taxes payable under the laws of Singapore.

5 CONFIDENTIALITY

- 5.1 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 associated 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 affiliated companies, or created in the course of this Agreement. You shall further ensure that you only use such confidential information in order to perform the Services, and shall not without CTS' prior written consent, disclose such information to any third-party nor use it for any other purpose. You shall only disclose such information to such officers, employees and agents as need to know it to fulfil its obligations under this Agreement.
- 5.2 The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:
- 5.21 was at the time of receipt already in the recipient's possession;
 - 5.22 is, or becomes in the future, public knowledge through no fault or omission of yours;
 - 5.23 was received from a third-party having the right to disclose it; or
 - 5.24 is required to be disclosed by law.
- 5.3 The provisions of this Clause shall survive the complete performance, expiry, cancellation, or termination of this Agreement for whatever reason.

6 YOUR PERSONAL DATA

- 6.1 You agree and consent to CTS using and processing your Personal Data for the purposes and in the

manner as identified hereunder. For the purposes of this Agreement, "Personal Data" means information about a person, from which the person is identifiable, including but not limited to name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information which has been provided to CTS in registration forms, application forms or any other similar forms and/or any information about a person that has been or may be collected, stored, used and processed by CTS from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs.

- 6.2 The provision of your Personal Data is voluntary. However, if you do not provide CTS your Personal Data, your request for the Application may be incomplete and CTS will not be able to process your Personal Data for the purposes outlined below and may cause CTS to be unable to allow you to use the Service.
- 6.3 CTS may use and process your Personal Data for business and activities of CTS which shall include, without limitation the following:
- 6.31 To perform CTS' obligations in respect of any contract entered into with you;
 - 6.32 To provide you with any services pursuant to the Terms and Conditions herein;
 - 6.33 To process your participation in any events, promotions, trainings, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions;
 - 6.34 Process, manage or verify your application for the Service pursuant to the Terms and Conditions herein;
 - 6.35 To validate and/or process payments pursuant to the Terms and Conditions herein;
 - 6.36 To develop, enhance and provide what is required pursuant to the Terms and Conditions herein to meet your needs;
 - 6.37 To process any fees pursuant to the Terms and Conditions herein;
 - 6.38 To facilitate or enable any checks as may be required pursuant to the Terms and Conditions herein;
 - 6.39 To respond to questions, comments and feedback from you;
 - 6.310 To communicate with you for any of the purposes listed herein;
 - 6.311 For internal administrative purposes, such as auditing, data analysis, database records;
 - 6.312 For purposes of detection, prevention and prosecution of crime;
 - 6.313 For CTS to comply with its obligations under law;
 - 6.314 To send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from CTS, its partners, advertisers and/or sponsors;
 - 6.315 To notify and invite you to events or activities organised by CTS, its partners, advertisers, and/or sponsors;
 - 6.316 To share your Personal Data amongst the companies within CTS' group of companies comprising the subsidiaries, associate companies and/or jointly controlled entities of the holding company of the group ("the Group") who may communicate with you for any reasons whatsoever.
- 6.4 By submitting your information you consent to the use of that information as set out in the form of submission and in this Agreement.
- 6.5 If you change your e- mail address, telephone number, payment details or if you wish to cancel your account, please update your details by sending your request to changiwifiagent@changirecommends.com.sg.

7 CUSTOMER'S PERSONAL DATA

- 7.1 You shall inform the Customer of the Personal Data collected by you on behalf of CTS and obtain the Customer's consent to CTS using and processing the Customer's Personal Data for the purposes and in the manner as identified hereunder.
- 7.2 You should also inform the Customer that the provision of his/her Personal Data is voluntary. However,

if he/she does not provide CTS his/her Personal Data, his/her request for booking may be incomplete and CTS will not be able to process his booking.

- 7.3 CTS may use and process the Customer's Personal Data for business and activities of CTS which shall include, without limitation the following:
- 7.3.1 To perform CTS' obligations in respect of any booking;
 - 7.3.2 To process Customer's participation in any events, promotions, activities, focus groups, research, studies, contests, promotions, polls, surveys or any productions;
 - 7.3.3 Process, manage or verify Customer's booking;
 - 7.3.4 To process any refunds, rebates and or charges pursuant to the terms between CTS and the Customer;
 - 7.3.5 To respond to questions, comments and feedback from the Customer;
 - 7.3.6 To communicate with the Customer for any of the purposes listed herein;
 - 7.3.7 For internal administrative purposes, such as auditing, data analysis, database records;
 - 7.3.8 For CTS to comply with its obligations under law;
 - 7.3.9 To send Customer alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from CTS, its partners, advertisers and or sponsors;
 - 7.3.10 To notify and invite you to events or activities organised by CTS, its partners, advertisers, and or sponsors; and/or
 - 7.3.11 To share Customer's Personal Data amongst the companies within CTS' group of companies comprising the subsidiaries, associate companies and or jointly controlled entities of the holding company of the group (the "Group").
- 7.4 You shall comply with all applicable provisions of the Personal Data Protection Act and any other data protection, privacy and security laws applicable and in force and not by any act or omission, cause CTS to be in violation of any such applicable data protection, privacy or security laws or regulations, and not without CTS' prior written consent, use any Customer's Personal Data other than for the purpose of the Service or disclose any Customer's Personal Data to any party other than to CTS.

8 INDEMNITY

- 8.1 You shall defend and indemnify CTS against any and all losses, damages, liabilities, costs, claims, charges, expenses, actions, proceedings or demands (including reasonable legal costs) and fines or penalties levied or brought by government or regulatory body or any other liabilities on a full indemnity basis arising out of or in connection with the negligence, omission, act or breach of any representation, warranty, covenant, undertaking, condition or agreement herein by you.
- 8.2 Without limitation, this indemnity shall extend to any interest, fees or other sums whatsoever paid or payable and to any loss (including loss of profit), premium, penalty or expense which may be incurred by CTS.

9 DISCLAIMER OF WARRANTIES

- 9.1 CTS makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services, Application and/or the Software. CTS does not represent or warrant that (a) the use of the Service, Application and/or the Software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the Service will meet your requirements or expectations; (c) any stored data will be accurate or reliable; (d) the quality of any services or information obtained by you through the Application will meet your requirements or expectations; (e) errors or defects in the Application and/or the Software will be corrected; or (f) the Application or the server(s) that make the Application available are free of viruses or other harmful components.
- 9.2 The Service is provided strictly on an "as is" basis and all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation any implied warranty of

merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded and disclaimed to the highest and maximum extent.

- 9.3 CTS makes no representation, warranty or guarantee as to the reliability, safety, timeliness, quality, suitability or availability of any services, Application and/or the Software. You acknowledge and agree that the entire risk arising out of your use of the Service remains solely and absolutely with you and you shall have no recourse whatsoever to CTS.
- 9.4 The Service, Application and/or the Software may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications including the device used by you being faulty, not connected, out of range, switched off or not functioning. CTS is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

10 LIMITATION OF LIABILITY

- 10.1 Save for a claim for Service Fees, you expressly waive and release CTS from any and all liability, claims, causes of action, or damages arising from your use of the Service, Software and/or Application.
- 10.2 In any event, any claims against CTS by you shall in no event exceed the sum equivalent to the net amounts actually paid hereunder by CTS to you within the period of two (2) months immediately prior to the event, matter, fact or circumstance giving rise to the liability or cause of action or SGD 5,000 (whichever is lower).
- 10.3 CTS shall not, under any circumstance, be liable for special, incidental, indirect, exemplary or consequential damages including without limitation any loss of income, profits, data, damages from loss of use, or business opportunity, or failure to achieve cost savings, in contract, tort or otherwise, even if CTS has been advised of the possibility of such loss, cost or damages, arising out of or in connection with this Agreement.

11 TERMINATION

- 11.1 CTS shall be entitled to terminate this Agreement at any time by giving three (3) days' prior notice to you without any reasons or immediately in the event that you are found to be in breach of any of the terms stipulated in this Agreement.
- 11.2 The termination of this Agreement shall not require CTS to compensate, reimburse or cover any cost incurred by you in the course of performing your obligations under this Agreement.

12 NOTICES

- 12.1 CTS may give notice by means of a general notice on the Application or electronic mail to your email address in the records of CTS. Such notice shall be deemed to have been given upon posting on the Application or 1 hour after sending the email.
- 12.2 You may give notice to CTS (such notice shall be deemed given only when received by CTS) by email sent to changiwifiagent@changirecommends.com.sg.

13 GIFTS, INDUCEMENT OR REWARDS

- 13.1 You hereby warrant and represent that:
- (a) You shall comply with Chapter IX of the Singapore Penal Code (Cap. 224) and the Prevention of Corruption Act (Cap. 241); and
 - (b) You shall not directly or indirectly seek, receive or obtain from and/or offer, give or agree to give to any person or organisation of any kind including any discount, rebate, commission, bribe, kickback or other inducement or corrupt payment (whether in cash or in kind), for the purpose of

inducing or rewarding any favourable action by any person in relation to or in connection with this Agreement or in relation to any commercial transaction.

14 OTHER PROVISIONS

- 14.1 You agree that you will cooperate in relation to any investigation (whether internal or external) that is required and to assist CTS in complying with any investigations, instructions from authorities or requirements of prevailing laws or regulations in place.
- 14.2 No failure to exercise, nor any delay in enforcing, exercising, on the part of CTS, any right, power, privilege, claim or remedy under this Agreement or by law shall be deemed or construed to operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege, claim or remedy prevent any further or other exercise thereof or the exercise of any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 14.3 This Agreement is not intended to, nor shall be deemed to constitute or operate to create a partnership or joint venture or contract of employment of any kind between the Parties.
- 14.4 You shall not be entitled to assign, sub-license, transfer and/or deal in any other manner with this Agreement or any of its rights under this Agreement and/or sub-contract any or all of your obligations under this Agreement or purport to do any of the same.
- 14.5 If a court, administrative body or tribunal of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.
- 14.6 A person who is not a Party to this Agreement shall not have any right to enforce any provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B).

15 Governing Law and Dispute Resolution

This Agreement shall be interpreted, construed and governed by the laws of the Republic of Singapore and each Party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore.