

# CHANGIWIFI RENT SERVICE AGREEMENT TERMS AND CONDITIONS

NOW IT IS HEREBY AGREED

In joining and upon reservation of the "Overseas WiFi Router", it is deemed that the Customer have fully accepted all the terms and conditions laid by Changi Travel Services Pte Ltd.

## Definitions

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

"CTS" refers to Changi Travel Services Pte Ltd and references of we; us and Changi Recommends.

"The Equipment" refers to the wireless communication device and peripheral equipment including and not limited to wireless devices, SIM cards, data cards, mobile hotspots, user guides, charges, cables, adapters and (or) related additional services (the "Service")

"Customer" refers to the renter and (or) user who utilises ChangiWiFi rent services from Changi Travel Services Pte Ltd.

## 1. Acceptance of Terms and Conditions

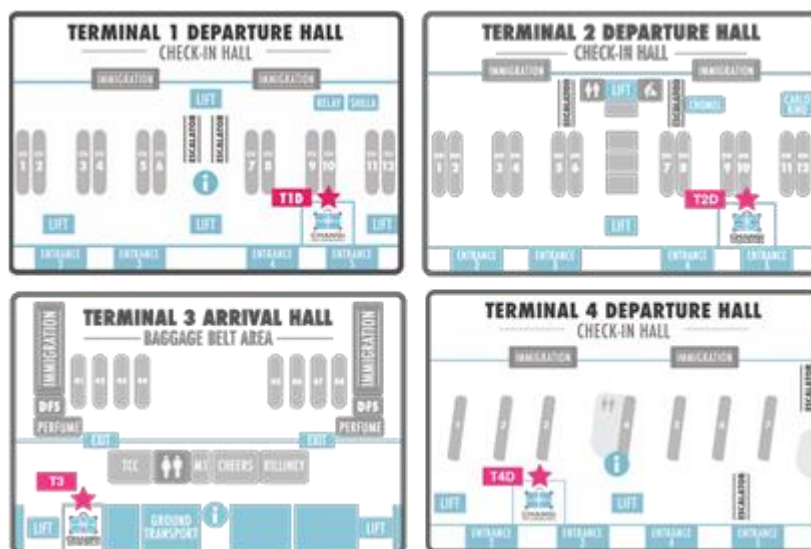
- 1.1. The Customer is deemed to have read, understood, agreed and accepted the terms and conditions of this agreement upon reservation of "The Equipment" through Changi Recommends website ([www.changiwifi.com](http://www.changiwifi.com)), telephone, fax, WhatsApp and(or) other means of methods.
- 1.2. By this acceptance, the Customer confirms that and shall be fully responsible of all the information provided are accurate as of the date of provision/reservation. The Customer agrees to indemnify, defend and hold Changi Travel Services Pte Ltd and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Indemnified Parties") harmless from and against any, and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Indemnified Party in connection with any breach by the passenger of these Terms and Conditions and Privacy Policy.

## 2. Authorisation

- 2.1. If the Customer is an entity and not an individual person, the person(s) who, on behalf, represents and signs the Agreement must be rightfully authorised and has been empowered to enter into the Agreement.
- 2.2. The Customer shall agree to authorise CTS to access the Customer's information for verification and creditability with a credit reporting agency.

### 3. Collection of the Equipment

- 3.1. For Customer's collection of the Equipment at Changi Recommends, reservation must have been done before midnight (0000hrs), three (3) working days prior to the date of departure.
- 3.2. Should the reservation be made after midnight, it shall be considered to be made on the next working day. The collection timing for the Equipment at the designated Changi Recommends counter is selected by the customer during booking. Changi Recommends' booths are located as below:



- 3.3. Should the Customer fail to collect the Equipment on the date of collection as indicated on the reservation, CTS shall and has the rights to release the Equipment.
- 3.4. The Customer shall examine the Equipment at the point of collection at Changi Recommends and notify CTS immediately at the time of receipt if the Equipment is not in good working condition.

### 4. Return of Equipment

- 4.1. Unless otherwise stated and agreed, the Customer shall return the Equipment to CTS, at the end of the rental period, to Changi Recommends counter as indicated on the reservation. Changi Recommends counters are situated in the Arrival Halls at all four terminals of Singapore Changi Airport. Customers can now also return the routers to HYFE Café at Tampines 1, 10 Tampines Central 1 #03-25, Singapore (529536), Mon- Sun (10am to 10pm). Upon returning, the Equipment has to be in working condition, the same condition as when the Customer collected it prior the departure. The Customer will bear all accrued charges and will remain liable for any charges and damages on the Equipment during the Customer's possession of the Equipment. The Equipment returned with any missing components, pieces or part thereof or deemed to be missing, the Customer shall be liable for the damaging charges of the Equipment stated in accordance with Article 5.
- 4.2. Customer will return the Equipment at the end of the rental period to Changi Recommends at Singapore Changi Airport. The location and operating hours of the booth is as stated in Article 3.2. Overdue charges will be incurred and accrued on the first day after the end of the rental period from midnight (0000hrs) onwards as stated on the reservation.

## 5. Charges

- 5.1. "Rental Period" refers to the number of days between the date of collection and the date of returning of the Equipment to Changi Recommends, as stated on the reservation.
- 5.2. The retail associates will request for a S\$1 authorisation hold on a valid credit card at the point of collection. This is in case of any incidentals that may occur during the rental period. Kindly note that CTS does not with hold any credit card details and information from the Customer.
- 5.3. The Customer shall and agree to pay for renting the service of the Equipment, which is calculated on per day basis from the collection day until the date of return (the date when customer returns the Equipment). The rental rates are and only calculated on per-day basis and fractional charges do not apply to the service.
- 5.4. The Customer shall be responsible and liable for any and (or) all damages. CTS shall and has the rights to bill Customer, at any point of time after the Equipment has been returned, upon discovery of the damages and (or) missing components of the Equipment. All charges and amount billed pursuant to this Agreement are payable by the Customer at the end of the rental period, or if not, computed at the end of the rental period, then upon demanded by CTS to the Customer.
- 5.5. Pricing. The prices stated in and charged for CTS's Equipment and services are in Singapore dollars and are as follows:

### 5.5.1. Late Payment Fee

Late payment or overdue charges will start on the first day after the end of the rental period (0000hrs).

#### 5.5.1.1 Standard Plan

- Late fee will accumulate from the second day of the intended return, as per the rental rate for the country, until the date the Customer returns the device to Changi Recommends.

#### 5.5.1.2 Pay-Per-GB Plan

- Late fee will accumulate from the second day of the intended return, at \$1 a day, until the date the Customer returns the device to Changi Recommends.

### 5.5.2. Loss and Damages

Lost / Damage Items	Charges S\$
WiFi Router and SIM card	300
Carrying Case	25
Converter Plug	25
Accessories	25
Portable Charger	25
User Guide	25

### 5.5.3. Loss Coverage

- S\$10 a day for each set of ChangiWiFi

Loss / Damage Items	Without Insurance Charges S\$	With Loss Coverage
WiFi Router and SIM card	300	Not Applicable
Carrying case	25	
Converter Plug	25	
Accessories	25	
Portable Charger	25	
User Guide	25	

### 5.5.4. Data top-up

- Only applicable for Pay-Per-GB Plan, top-up is optional at \$20 per 1GB.

5.6. In any event if the Customer experience any difficulty with the Equipment and (or) services while travelling at the destination, the Customer must notify CTS immediately within the rental period for recovery and (or) to qualify for any possible refund or discount to the rent charges incurred. CTS holds the right and discretion to authorise any form of refund or discount.

5.7. Fair Usage Policy (FUP) is a set of rules imposed by the telecommunication providers by restriction on the connection speed and data usage on the service. When the fair usage has reached its limit, the connection speed, in some countries, may be reduced by the local carrier. CTS shall not refund full and (or) part thereof of the rental fee in event where the Customer experienced connection issue that result from excessive data usage. Excessive data usage can be due to prolong streaming of online videos, multiple users connecting and downloading large data over an extended period. FUP is applicable to Standard plan only.

COUNTRY	COMMUNICATION STANDARD	DAILY FAIR USAGE	EXCEED DATA IMPLICATION	MAX. NO. OF CONNECTIONS	BATTERY LIFE*
Japan	4G	Unlimited Data Usage	Not Applicable	Up to 5	Up to 6 hours
South Korea					Up to 8 hours
Taiwan, China					Up to 6 hours
Australia	4G/3G	500MB	Network speed will slow down when the data limit exceeds	Up to 5	Up to 6 hours
Philippines					Up to 6 hours
China					Up to 6 hours
Hong Kong					Up to 6 hours
Macau					Up to 6 hours
U.S.A					Up to 8 hours
Canada					Up to 8 hours
Middle East					Up to 6 hours
Myanmar					Up to 6 hours
Malaysia					Up to 6 hours
Vietnam					Up to 6 hours
Europe					Up to 6 hours
Cambodia					Up to 6 hours
Laos					Up to 6 hours
Sri Lanka					Up to 6 hours
India					Up to 6 hours
New Zealand					Up to 6 hours
Russia					Up to 6 hours
Mexico					Up to 6 hours
Colombia					Up to 6 hours
Brazil	Up to 6 hours				
Puerto Rico	Up to 6 hours				
Morocco	Up to 6 hours				
Egypt	Up to 6 hours				
South Africa	Up to 6 hours				
Thailand	3G	500MB	Network speed will slow down when the data limit exceeds	Up to 5	Up to 6 hours
Indonesia					Up to 6 hours

\*BATTERY LIFE DEPENDS ON THE USAGE AND RADIO WAVE CONDITION.

5.8. The Customer is and shall be responsible for rental charges, usage charges, all taxes, late fees, top-up charges (applicable for Pay-Per-GB Plan only) and charges applicable for the damaged Equipment, charges for insurance coverage (if selected), shipping charges (if applicable) and other charges and fees through the end of the rental period or until when the Equipment is returned to CTS as provided, herein, whichever is later, whether, the Customer uses the Equipment or make calls for which the usage charges are imposed.

## 6. Payment and Payment methods

6.1. The Customer agrees and shall authorise that he or she is the rightful individual to make payment on the account by providing CTS with a valid credit card.

6.2. CTS accepts the following modes of payment – Cash in Singapore Dollars and Credit Cards (Visa, MasterCard, JCB and China Union Pay only)

6.3. CTS may, at its sole discretion, establish invoicing for Corporate or other Customers.

## 7. Use of the Equipment

7.1. The Customer agrees and shall use the Equipment in careful and proper manner.

7.2. The Customer agrees not to:

7.2.1. Use the Equipment in any countries that is not listed in the original order for its purposes other than the original setup and configuration.

7.2.2. Effect any repairs or modifications to the Equipment, or attempt to reverse engineer the Equipment;

7.2.3. Remove or interfere with any certification markers affixed onto the Equipment;

7.2.4. Deface or add to the Equipment;

7.2.5. Sublet or allow third party to use the Equipment

7.2.6. Use of CTS internet device for any irregularities or illegal acts that is unlawful to any of the local governments.

7.2.7. Attempt to dispose of the Equipment, or encumber or grant any interest in the Equipment to any third party.

7.3. In the event of any loss, damage and (or) theft of the Equipment during the period of rental, without having insurance to cover the Equipment, regardless of circumstances, the Customer is and shall be liable compensate to CTS the amount equivalent to the value of the Equipment, in accordance with the damage charges listed in Article 5.4.2. In event if the Equipment is stolen or lost, the Customer is and shall be liable for all charges of and on the Equipment until it is deactivated by the local carrier.

7.4. During the rental period of the Equipment, the Customer is advice to contact and notify CTS if the Customer experience any trouble or customer support issues at the soonest possible time. Such notification will provide CTS the opportunity to resolve any difficulties within its possible means. Customer can contact CTS by the following:

Email	call@changirecommends.com.sg	Monday through Fridays (excludes Public Holidays) 0900 to 1600 hrs (Singapore Time Zone, UTC+08:00)
Call	+65 6701 1185	Mondays through Sundays 24 Hours (Singapore Time Zone, UTC+08:00)
WhatsApp	+65 8403 4722 (Technical Support) +65 9134 1516 (General Inquiry)	Mondays through Sundays 24 Hours (Singapore Time Zone, UTC+08:00)

*Note: WhatsApp calls will not be entertained. Please drop only text messages on WhatsApp.*

7.5. CTS do not guarantee the use of Voice over IP (VoIP) applications such as Skype, Google Voice, etc

## 8. Loss or Damaged of the Equipment

8.1. In event that the Equipment is lost, damaged, stolen or missing, the Customer agrees to and shall contact CTS by the following:

Email	call@changirecommends.com.sg	Mondays through Fridays (excludes Public Holidays) 0900 to 1800 hrs (Singapore Time Zone, UTC+08:00)
Call	+65 6701 1185	Mondays through Sundays 24 Hours (Singapore Time Zone, UTC+08:00)
WhatsApp	+65 8403 4722 (Technical Support) +65 9134 1516 (General Inquiry)	Mondays through Sundays 24 Hours (Singapore Time Zone, UTC+08:00)

*Note: WhatsApp calls will not be entertained. Please drop only text messages on WhatsApp.*

### 8.2. Repair or Damaged of the Equipment

8.2.1. If the Equipment is not functioning when the Customer receives or subsequently fail to function, the Customer agrees to and shall contact CTS immediately using the contact information mentioned in Article 8.1.

8.2.2. CTS will assist to troubleshoot or replace the Equipment as soon as possible within its means after the Customer contacted CTS of the problem. This is in provision that the Customer do not breach this Agreement. CTS will, within its means, to provide the Customer a same or similar Equipment (which shall constitute the Equipment for purposes of the Equipment as soon as possible for a period equivalent to the part of the rental period unexpired when the malfunction happened.

8.2.3. In event if CTS find that the faulty Equipment reported is in functioning order, the Customer shall and will pay the collection and delivery cost incurred to replace the Equipment, in addition to any handling charges that is applicable.

### 8.3. Theft, Loss and Damage Protection

8.3.1. If the Customer decides to purchase Loss Coverage for the Equipment, the Customer will not be liable for the damage charges of the Equipment, unless otherwise stated in Article 5.6

8.3.2. This section is applicable if:

- The Customer has purchased for insurance
- The Equipment is not returned to CTS in accordance with the provisions stated in the Terms and Conditions due to theft, accidental loss or inoperable due to accidental damage.

8.3.3. To order and (or) activate this Loss Coverage, the Customer shall contact CTS immediately when and (or) during the occurrence of theft, accidental damage or loss of the Equipment. This initial notice should be made through phone (+65 6701 1185), followed by a written email to [call@changirecommends.com.sg](mailto:call@changirecommends.com.sg) within 48 hours. The written email shall:

- Full and detailed description of facts that surrounds the theft, loss or damage, including date and place of event.
- Identify the name of the CTS representative that the Customer contacted immediately after the loss, including the date and time of contact.
- The Customer must be able to provide evidence of theft or loss by submitting the official police report to CTS, upon request.

## 9. Ownership

9.1. The Equipment shall and will remain the property of CTS at all times. The Customer has no rights own other than renting the Equipment for temporary use during the period of rental. During the period of rental, no service or part replacements to the Equipment is allowed without the official consent (written approval) from CTS.

## 10. Termination

10.1. Use of the Equipment and all its surrounding services may be terminated and (or) deactivated without notice by CTS upon of the following:

10.1.1. CTS has any reasons to believe that the Equipment was used by or for any misrepresentation or fraudulent means;

10.1.2. CTS has any reasons to believe that the Equipment is or may be used for any illegal or improper purposes, or in violation of the applicable laws;

10.1.3. CTS has any reasons to believe that the Equipment is or may be used for any illegal or improper purposes, or in violation of the applicable laws;

10.1.4. CTS detects a breach of any of the Terms and Conditions including payment terms; or

10.1.5. CTS detects unusually high data usage, or possible theft or fraud. CTS may also, at its discretion and in addition to other remedies available hereunder at law or at equity, take immediate possession of the Equipment without being obliged to replay any portion of the rental charges. CTS may also, at its discretion, terminate the Terms and Conditions without any liability whatsoever, in the event that the service is no longer available to CTS or become unavailable for any reason. 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.

10.2. Should the Customer,

- 10.2.1. Obtain the Equipment by misrepresentation or fraudulent means, or
- 10.2.2. Tamper with the Equipment, or
- 10.2.3. Use the Equipment for any illegal or improper purpose, or in violation of applicable laws or,
- 10.2.4. Otherwise commit a breach of the Terms and Conditions, CTS, may then, at its discretion and in addition to other remedies available hereunder at law or in equity, (i) terminate this Agreement (ii) immediately terminate all services to the Customer and (iii) take immediate possession of the Equipment without being obliged to repay any portion of the rental charges.

**11. Applicable Law**

This Agreement shall be governed by the laws of Singapore, without giving effect to its choice of laws or provisions. Any legal action or similar proceedings shall be instituted and held in Singapore, and the Customer consents to the exclusive venue and jurisdiction of the courts in Singapore.

**12. Liability, In-country Service and Representations**

12.1. Fair Usage Policy (FUP) refers to a set of policies implemented by the local Internet Service Providers (ISP), in accordance with the business practices, in some countries. In countries where FUP is applicable, it may limit the transfer of a specific amount of data over a certain period of time. Local ISP usually apply a limit on the amount of data available for use. When an individual user exceeds the certain imposed limit of data within a specific period of time, it will result in a slowdown of connection speed or connection deactivation, depending on the policy rules imposed by the ISP. The Customer agrees and shall acknowledge that the policy is in place, accepts the possibility. The Customer agrees and shall not hold CTS liable for any slowdown or issues relating to FUP that affect the performance of the Equipment or the Customer usage experience.

COUNTRY	COMMUNICATION STANDARD	DAILY FAIR USAGE	EXCEED DATA IMPLICATION	MAX NO. OF CONNECTIONS	BATTERY LIFE*
Japan					Up to 6 hours
South Korea	4G	Unlimited Data Usage	Not Applicable	Up to 5	Up to 8 hours
Taiwan, China					Up to 6 hours
Australia					Up to 6 hours
Philippines					Up to 6 hours
China					Up to 6 hours
Hong Kong					Up to 6 hours
Macao					Up to 6 hours
U.S.A					Up to 8 hours
Canada					Up to 8 hours
Middle East					Up to 6 hours
Myanmar					Up to 6 hours
Malaysia					Up to 6 hours
Vietnam	4G/3G	500MB	Network speed will slow down when the data limit exceeds	Up to 5	Up to 6 hours
Cambodia					Up to 6 hours
Laos					Up to 6 hours
Sri Lanka					Up to 6 hours
India					Up to 6 hours
New Zealand					Up to 6 hours
Russia					Up to 6 hours
Mexico					Up to 6 hours
Colombia					Up to 6 hours
Brazil					Up to 6 hours
Puerto Rico					Up to 6 hours
Morocco					Up to 6 hours
Egypt					Up to 6 hours
South Africa					Up to 6 hours
Thailand	3G	500MB	Network speed will slow down when the data limit exceeds	Up to 5	Up to 6 hours
Indonesia					Up to 6 hours

\*BATTERY LIFE DEPENDS ON THE USAGE AND RADIO WAVE CONDITION.



- 12.2. CTS warrants that the Equipment will be in working order when it is delivered to the Customer. CTS cannot and shall not be responsible for the performance of the Equipment or the operation of the networks to which the Equipment is connected to. The Customer acknowledges that the Services may be interrupted temporarily (including dropped calls or weak signals), delayed, or otherwise limited due to a variety of causes, including, but not limited to the transmission limitations or interruptions, atmospheric conditions, system capacity limitations, network coverage, cell tower location, wireless signal strength, network system or equipment failure. The geographical location where the Customer is located at, within a country, building, or structure as well as a variety of other related causes, may also affect the performance of the Equipment. The Customer is responsible for checking with the local operating carrier on the network coverage to confirm that the network coverage is available in the desired geographical location.
- 12.3. CTS makes no other warranties, guarantees or representations, either express or implied, regarding any matter, including but not limited to, the merchantability, accuracy, reliability, condition or fitness for a particular purpose of the Equipment or services furnished under this Agreement. CTS does not represent the use of the Equipment or services, used by the Customer, will be secure, timely, uninterrupted or error free or that the services will meet the requirements of the Customer, or that all errors in the Services will be corrected or that the system that makes the services available will be free of viruses or other harmful components.
- 12.4. Subjected to the Terms and Conditions, the Customer shall be solely responsible for and shall indemnify and hold CTS harmless against all claims, demands and liabilities arising as a result of the lease, possession, use, condition or misuse of the Equipment by the Customer or third parties, or of the Services provided hereunder, whether in breach of the Terms and Conditions or otherwise arising howsoever. This indemnity provision shall survive the termination of this Agreement.
- 12.5. CTS will, in no event, be liable for nor shall the Customer make any claim against CTS for any liability, claim, loss, injury, damage or expense of any kind (including lost profits) whether direct, indirect, incidental or consequential caused by the Equipment or the failure of the Equipment to operate correctly or at all, or for any delay, faultiness such as degradation of the Services, or failure of the Service.
- 12.6. The Customer shall be liable to CTS for all expenses, including reasonable attorney fees, collection fees and court cost incurred in connection with any collection, repossession or other action brought to enforce the rights of CTS under this Agreement.
- 12.7. For India coverage, the Customer is aware that connection is not available in Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura, Jammu and Kashmir.
- 12.8. For China coverage, the Customer is aware that access to certain websites and mobile applications is restricted by the Chinese authorities if Customer opt to rent ChangiWiFi without VPN.
- 12.9. CTS reserves the right to deactivate the Equipment at any time and without notice to the Customer, in the event that CTS detects unusually high usage or possible fraud in accordance with general operating procedures and practices in the cellular and telecommunications industry, and CTS shall have no liability whatsoever to the Customer for such deactivation.

### 13. General

- 13.1. The headings of this Agreement are for convenience of reference only and shall not affect the meaning or construction of the Terms and Conditions contained herein.
- 13.2. No waiver by CTS of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 13.3. This Agreement cannot be assigned or transferred by the Customer, nor can this Agreement be modified (or any provision waived or modified) except by written instrument signed by CTS or its authorised agent. This Agreement constitutes the entire Agreement between CTS and the Customer with regards to the subject matter hereof, and there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use or rental of the Equipment or the services, other than as set forth herein.
- 13.4. CTS is not liable for any lack of privacy or security which may be experienced with regards to the services. The Customer authorises CTS to monitor and record calls and (or) data concerning the account of the Customer and consents CTS to use of automatic dialling equipment to contact the Customer. CTS shall have the rights to intercept and disclose transmissions in order to protect its rights and properties.

These Terms and Conditions may be amended or modified by CTS in its discretion at any time by notifying the Customer of such changes either by note on the website presented immediately after the completion of the log-in by the Customer, or by email to the Customer, or by any other reasonable means.

*Updated as of November 2018*