

Driver Services Agreement

Effective: 8 April 2025

Service Terms and Conditions

1. Driver Services Agreement

- 1.1. By applying to register with CDG Zig Pte. Ltd. ("**Company**") as a Transportation Services provider or downloading or using the Platform and/or Service, You agree to be bound by the Driver Services Agreement ("**Agreement**"), which comprises these Service Terms and Conditions ("**Service T&Cs**") and the General Platform Terms and Conditions of Use ("**General Platform T&Cs**"). In the event of any conflict or inconsistency between the Service T&Cs and the General Platform T&Cs, the Service T&Cs shall prevail to the extent of the conflict or inconsistency.
- 1.2. We may from time to time amend or vary the terms of the Agreement by posting or making available the amended terms on the Platform or any channel, platform or website for registration as a Transportation Services provider ("**Registration Site**"), or by written notice (which may include via SMS, email or the Platform or the Registration Site). You acknowledge and agree that it is Your responsibility to review the Agreement regularly, and Your continued access and/or use of the Platform or the Service after any such amendments (whether or not actually reviewed by You) shall constitute Your agreement to be bound by such amendments.
- 1.3. This Agreement shall not take effect until You have been informed by the Company that Your application to register with the Company as a Transportation Services provider has been approved. Notwithstanding the foregoing, if You are a hirer of a taxi ("**Taxi Hirer**") with Comfort Transportation Pte Ltd ("**CTPL**") or CityCab Pte Ltd ("**CCPL**"), this Agreement shall take effect from the date of the Taxi Hiring Agreement between You and CTPL or CCPL (as applicable) ("**Taxi Hiring Agreement**").

2. Definitions and Interpretations

- 2.1. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Account" means the account You have registered with the Company to access the Service, or if You are a Taxi Hirer, the account registered with CTPL or CCPL (as applicable) in connection with the Taxi Hiring Agreement;

"Additional Charges" means certain additional fees that You may be entitled to charge Users and/or other parties with the Company's prior written consent, which may include:

- (a) any tolls, road-usage charges, parking charges, building or area entrance charges, and any other applicable surcharges, necessarily incurred by You during the provision of Transportation Services;
- (b) any cancellation and/or waiting charges;
- (c) any other amounts in accordance with the Agreement and the Policies; and
- (d) any applicable taxes in respect of the above, calculated in accordance with applicable law;

"Bank Account" is defined in **clause 5**;

"Consumer App" means the mobile app designated as "CDG Zig", or any other mobile application, website and/or channel as may be designated by the Company from time to time, which allows the end user to connect with drivers and vehicle operators;

"Indemnified Parties" has the meaning given to it in **clause 11.1**;

"LTA" means the Land Transport Authority of Singapore;

"Parties"	means the Company and You; "Party" means either of them;
"PDPA"	means the Personal Data Protection Act 2012 of Singapore and the regulations made thereunder;
"PDVL"	means the Private Hire Car Driver's Vocational Licence issued by the LTA;
"Platform"	means the mobile application designated as "CDG Zig Driver", any taxi mobile data terminal or any mobile application, website and/or channel as may be designated by the Company from time to time, which, subject to the terms of the Agreement, allows users to obtain or procure the Service;
"Policies"	means the Privacy Policy and any other policies, guidelines or information made available by the Company (including any cancellation/ waiting fee policy) as may be updated from time to time;
"Privacy Policy"	means the Company's privacy policy (as may be amended from time to time and available at www.cdgtaxi.com.sg/privacy-policy/ or on such other mobile application, website and/or channel as may be designated by the Company from time to time);
"Service"	means the matching of passengers to drivers for the purposes of You undertaking the Transportation Services;
"Service Fee"	has the meaning given to it in clause 6.1 ;
"TDVL"	means the Taxi Driver's Vocational Licence issued by the LTA;
"Transportation Services"	means the provision by You of transportation service, including the transportation of passengers and/or (if applicable) goods;
"User"	means a registered end user of the Consumer App;
"User Fees"	means the fee incurred by Users for Transportation Services, which may include: (a) a fee for each instance of Transportation Services; (b) any other amounts payable by the User to You in accordance with the Agreement and the Policies; and (c) any applicable taxes in respect of the above, calculated in accordance with applicable law. For the avoidance of doubt, User Fees shall not include any platform fee or any other fee imposed by the Company on Users for the use of the Consumer App or for any other services provided by the Company to Users (whether via the Consumer App or otherwise);
"You"	means the individual driver or operator.

2.2. In this Agreement, unless otherwise stated:

- (a) Words in the singular shall include the plural and vice versa.
- (b) The word "include" or "including" shall not be construed as having any limiting effect.
- (c) The word "person" includes a natural person and anybody or entity whether incorporated or not.
- (d) A reference to a document includes the document as modified or replaced from time to time in accordance with the relevant procedures for modification or replacement applicable to that document.
- (e) A reference to any legislative or regulatory instrument includes any amendment, consolidation, modification, re-enactment or reprint of it or any legislative or regulatory instrument replacing it.
- (f) A reference to a specified section, paragraph, schedule or item of any legislative or regulatory instrument means a reference to the equivalent section of the legislative or regulatory instrument which is for the time being in force.

3. Driver's Obligations

3.1. You represent, warrant, undertake and agree that:

- (a) You possess a valid driver's licence and are authorised to operate a motor vehicle and have all the appropriate licences, approvals and authority to provide the Transportation Services for hire to third parties, as required by applicable law, including the PDVL or the TDVL;
- (b) You own or have the legal right and authority to operate the vehicle which is used to undertake the Transportation Services, and such vehicle is in good operating condition and meets the industry safety standards for vehicles of its kind;
- (c) You have a valid policy of liability insurance (in industry-standard coverage amounts) for the operation of Your vehicle and/or business insurance to cover any anticipated losses related to the operation of the Transportation Services. This clause 3.1(c) shall not apply to You if You are a Taxi Hirer;
- (d) You shall be solely responsible for any and all demands, claims, judgments, fines, penalties, damages, losses, expenses and/or liabilities whatsoever resulting from any accident, loss or damage including personal injuries, death, total loss and property damage which are attributed to or alleged to be attributed to the vehicle and/or the Transportation Services howsoever operated;
- (e) You shall obey all laws related to the operation of the Transportation Services and will be solely responsible for any violations of such laws;
- (f) You will only use the Service and provide the Transportation Services for lawful purposes;
- (g) You will only use the Service for the purpose for which it is intended to be used;
- (h) You will not use the Platform for purposes other than for the Service;
- (i) You will not contact any passengers for purposes other than in connection with providing the Transportation Services;
- (j) You will keep secure and confidential Your account password or any identification that the Company provides You which allows access to the Service;
- (k) You will only use the Platform for Your own use and will not resell it to a third party;
- (l) You will not copy, rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Platform and/or the Service;
- (m) You will not make alterations to, or modifications of, the whole or any part of the Platform and/or the Service, nor permit the Platform and/or the Service to be combined with (or become incorporated with or in) any other program(s);
- (n) You will not disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sub-licence, create derivative works based on or otherwise exploit the whole or any part of the Platform and/or the Service;
- (o) You will not provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any person without our prior written consent;
- (p) You will not use the Platform and/or the Service to make fake bookings;
- (q) You will not use the Platform and/or the Service in any manner (or as part of any attempt) to cause nuisance or inconvenience to or to harass, abuse, stalk, threaten, defame or otherwise

- infringe or violate the rights of any person, or where such use of the Platform and/or the Service would have the effect of any of the foregoing;
- (r) You will not transmit or allow the transmission via the Platform and/or the Service of any unlawful, harmful, vulgar, obscene material or any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
 - (s) You will not post, send, distribute and/or store via the Platform and/or the Service:
 - (i) any spam or other unsolicited messages;
 - (ii) any messages, materials or contents that are misleading, libellous, defamatory, threatening, pornographic, obscene, indecent, lewd, vulgar, abusive, offensive, derogatory, spam, malware, illegal, political, racist, religious, blasphemous, false, unlawful, tortious, fraudulent, deceptive, a phishing attempt, an infringement of any intellectual property rights of a third party, or would otherwise violate or encourage the violation of any law or the proprietary or other rights of any third party;
 - (iii) any messages, materials or contents that contain viruses, trojan horses, worms, time bombs or other harmful computer codes, files, scripts, agents or programs, including without limitation those designed to impair the operation or functionality of the Platform and/or the Service; and/or
 - (iv) any personal data (except where such disclosure is necessary for you to provide the Transportation Services and in which case you warrant that you have obtained all necessary consents to lawfully disclose such personal data to the Company and for the Company to lawfully collect, use, disclose and process such personal data in connection with this Agreement);
 - (t) You will not circumvent the proper operation of the Platform and/or the Service or interfere with the integrity or performance of the Platform and/or the Service or their respective contents;
 - (u) You will not perform any data mining or data scraping activities;
 - (v) You will not use any manual or automated tool, program or script, including without limitation web spiders, web crawlers, web robots, web ants, bots, viruses or worms, or any program which may make multiple server requests per second, to overload or interfere with the operation and/or performance of the Platform and/or the Service, or to circumvent the structure or presentation of the Platform and/or the Service or their respective contents;
 - (w) You will not use the Platform and/or the Service in a way that could damage, disable, overburden, impair or compromise the Platform and/or the Service or interfere with another person's usage or access to the Platform and/or the Service, including without limitation:
 - (i) attempting to probe, scan, test the vulnerability of or gain unauthorised access to a system or network or to breach or circumvent security or authentication measures without proper authorisation; and/or
 - (ii) submitting a computer virus to the Platform and/or the Service, or overloading, "flooding", "mailbombing" and/or "crashing" the Platform and/or the Service;
 - (x) You will not impersonate any person or otherwise mispresent Your affiliation with any person;
 - (y) You will not engage in any conduct that may damage the Company's reputation or goodwill;
 - (z) You will provide the Company with proof of identity and any other information and documents as may be reasonably requested or required at any time;
 - (aa) You agree that You must provide a current photograph of Yourself with full legal name as shown on Your NRIC as and when requested by the Company;
 - (bb) 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 acknowledge that if Your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate the Agreement and Your use of the Service at any time with or without notice;
 - (cc) You will only use an access point or data account (AP) which You are authorised to use;
 - (dd) You shall not employ any means to defraud the Company or enrich Yourself, through any means, whether fraudulent or otherwise, whether or not through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing drivers or passengers;
 - (ee) You are aware that when responding to passengers' or customers' requests for Transportation Services, standard telecommunication charges may apply which shall be solely borne by You;
 - (ff) You shall not impair or circumvent the proper operation of the network which the Service operates on;
 - (gg) You agree that the Service is provided on a reasonable effort basis;
 - (hh) You agree that Your use of the Service will be subject to, and You agree to comply with, all

- applicable law and prevailing Policies;
 - (ii) You agree that the Company shall not be liable or responsible for any complaints and disputes from passengers regarding the Transportation Services provided by You. Unless otherwise agreed by the Company, any such complaints and disputes from passengers regarding the Transportation Services shall be taken up with You directly; and
 - (jj) You shall ensure that the vehicle used for providing the Transportation Services is properly maintained, in good operating condition and meets the industry safety standards for vehicles of its kind. You shall be solely responsible for the vehicle and agree that the Company shall not be responsible for any repair, servicing, maintenance, cleaning or upkeep of the vehicle used by You for the Transportation Services. This clause 3.1(jj) shall not apply to You if You are a Taxi Hirer.
- 3.2. You acknowledge and agree that You are the provider of the Transportation Services and shall therefore be solely responsible for the safe, efficient and proper performance of Transportation Services using all reasonable care and skill. You shall be solely responsible for providing all necessary equipment, materials, tools and other items necessary for the safe, efficient and proper performance of the Transportation Services. You are responsible for Your own safety, and that of the passengers, in the performance of the Transportation Services, and You shall take all necessary precautions in connection with providing the Transportation Services.

4. Your Account

- 4.1. In order to access the Service, You must register for and maintain an Account as a user of the Platform. You are responsible for all activities conducted on Your Account.
- 4.2. You must only have one Account.
- 4.3. You must keep Your Account information (including Your login details) confidential and secure. You shall not provide any other person with access to Your Account, including to transfer the Account or information from Your Account to any other person.
- 4.4. You must promptly notify the Company if You suspect any unauthorised access or use of Your Account.
- 4.5. The Company reserves the right to suspend, block or deny Your access to Your Account, and/or block features available in the Platform, with or without notice and without prejudice to its other rights and remedies:
 - (a) if the Company deems, in its sole discretion, that You have violated any term of the Agreement or the Policies;
 - (b) during an investigation;
 - (c) if You owe any money to the Company;
 - (d) if the Agreement is terminated for any reason;
 - (e) if in the Company's opinion, You have violated any terms and conditions of the PDVL, TDVL and/or any applicable law; or
 - (f) at any other time in the Company's reasonable discretion.

5. Bank Account

- 5.1. For the purpose of the Agreement, You shall before execution of the Agreement open an account with such bank as the Company may designate from time to time (the “**Bank Account**”).
- 5.2. You shall ensure that in the event of the termination of the Agreement for whatever reason, the Bank Account shall remain valid and operative for a period of three (3) months from the date of the said termination to enable the Company to deduct any and all monies due from You and refund to You

any monies remaining in the Bank Account after such deductions.

- 5.3. In the event that any direct debit transaction in favour of the Company under the Agreement is unsuccessful, whether due to insufficient monies in the Bank Account or other causes whatsoever and howsoever arising, You shall pay to the relevant bank and/or the Company for each such unsuccessful deduction any administrative fee or charge that may be levied by a bank or financial institution in respect of such unsuccessful deduction and/or such other amount as the Company may stipulate from time to time, without prejudice to Your liability to pay for the underlying amount due. (Note: Your account holding bank may charge You for insufficient funds deductions)

6. Service Fees

- 6.1. You agree to pay the Company a service fee for Your use of the Services ("**Service Fee**"). Any fees which the Company may charge You for the Service are due immediately and are non-refundable. This no-refund policy shall apply at all times regardless of Your decision to terminate Your usage, our decision to terminate or suspend Your usage, disruption caused to the Service either planned, accidental or intentional, or any reason whatsoever.
- 6.2. The Company will deduct the Service Fees as well as any other amount You owe to the Company from the amount payable by the Company to You. For the avoidance of doubt, any balance amount owing by You to the Company after such deduction shall remain payable by You to the Company.
- 6.3. The Company may determine or revise the Service Fee as the Company deems fit in its absolute discretion at any time.

7. Payments by You

- 7.1. You shall pay promptly to the Company all payments which the Agreement provides are to be payable by You to the Company on the dates and in the manner set out in the Agreement. Unless otherwise agreed by the Company in writing, time for payment shall be of the essence.
- 7.2. The Company shall be entitled to deduct through direct debit transaction all other payments due from You to the Company from time to time including the Service Fee and other bank charges in the event that such payments remain unpaid by You.
- 7.3. You agree and undertake to make all relevant arrangements and/or sign all relevant documents necessary to effect the direct debit transaction to be made under the Agreement. You acknowledge and agree that any such arrangements and/or documents may be with the Company and/or a third party on behalf of the Company.
- 7.4. The Company may set off against any amount payable to You any amount payable by You to the Company.

8. Payments by Company

- 8.1. The Company shall make payment to You directly to the Bank Account stated in the endorsed direct debit transaction form from Your bank.

9. Fare and Cashless Payment

- 9.1. The passenger shall pay for the Transportation Services by credit/debit card or such other cashless or electronic payment method as determined by the Company from time to time. You shall not collect payment, either in cash or otherwise, from any passenger directly, without the prior written consent of the Company. The Company reserves the right to suspend the processing of any transaction that may be fraudulent or illegal.
- 9.2. You are entitled to charge, in respect of the Transportation Services only the fares, applicable surcharges, and other amounts calculated via the Platform and in accordance with the applicable terms and conditions or the Policies.

- 9.3. You shall observe and comply with the Company's rules, regulations and directives relating to cashless and/or electronic payments of fare.
- 9.4. The Company may update the basis on which any component of User Fees or Additional Charges (as applicable) is calculated via the Platform, at any time in its absolute discretion. Any such update will be notified to You. Any User Fees or Additional Charges on or after the date on which the update takes effect shall be subject to the updated calculation.
- 9.5. You acknowledge and agree that the Company may, to the extent permitted by applicable law, adjust or cancel the User Fees or Additional Charges (or any part thereof) payable in connection with a particular instance of Transportation Services, acting reasonably (for example, where the Company determines that there is an error in the original calculation, that You have not complied with the Agreement or the Policies, that a fee was charged when it should not have been (or vice versa), or in the case of a complaint from a User).
- 9.6. The Company may, in its sole and absolute discretion, charge Users a platform fee or any other fee for the use of the Consumer App. You acknowledge and agree that You have no right or entitlement to any such fees and that in the event that You, for whatever reason, collect such fees from the Users, such fees are collected by You on the Company's behalf and the Company shall be entitled to payment of such fees from You and/or to deduct such fees from any amount payable by the Company to You.
- 9.7. For the avoidance of doubt, the Company will deduct from such amounts that may be due to you the Central Provident Fund (CPF) contributions required to be made under applicable law and pay such contributions to the CPF Board.

10. Compensation in the Case of Loss of Damage

- 10.1. You shall bear the full liability in the event of any third party claim for any loss or damage to the vehicle used by You for the Transportation Services and/or any loss, damage or liability whatsoever in connection with the Transportation Services provided by You. The Company is under no obligation whatsoever to compensate You nor any third party for any losses, damages or liability whatsoever as the Company is not the owner of the vehicle nor the operator of the Transportation Services provided by You. This clause 10 shall not apply to You if You are a Taxi Hirer.

11. Indemnity

- 11.1. You shall fully defend, indemnify and hold harmless the Company, its affiliates and the Company and its affiliates' respective officers, directors, members, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all demands, claims, actions, proceedings, costs, damages, losses, fines, penalties, liabilities and expenses (including without limitation legal fees and costs on an indemnity basis) arising out of or in connection with the provision of the Transportation Services by You, and/or any breach by You of any provision of the Agreement and/or the Policies and/or any applicable law or regulation.

12. Limitation of Liability

- 12.1. The Company makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service or the Platform. The Company does not represent or warrant that the use of the Service and/or the Platform will be secure, timely, uninterrupted or error-free, or are free of viruses or other harmful components. The Service and the Platform are 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, satisfactory quality, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded and disclaimed to the highest and maximum extent. The Company does not guarantee any minimum number of bookings or requests for Transportation Services or any minimum income for You.

- 12.2. To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages, loss of use, loss of profits, loss of income, loss of revenue, loss of data, loss of business, loss of goodwill, loss of contracts or loss of opportunities, or any personal injury or property damage, arising from, related to or otherwise in connection with the Service, the Platform and/or the Agreement, whether in contract, tort, breach of statutory duty or otherwise. Notwithstanding anything in the Agreement, the Company's maximum aggregate liability arising under and/or in connection with the Service, the Platform and/or the Agreement, whether in contract, tort, breach of statutory duty or otherwise, shall not exceed the Service Fee paid to the Company in connection with Your Account in the six (6) month period immediately preceding the event giving rise to the claim.
- 12.3. You agree that any claims You have against the Company under or in connection with the Service, the Platform or the Agreement must be notified to the Company within one year after the event giving rise to such claim, failing which You shall be deemed to forfeit and/or waive any rights and remedies You have in respect of such claim.

13. Personal Data Policies

- 13.1. You consent to the collection, use, and disclosure by the Company of Your personal data in accordance with our Privacy Policy, as may be amended from time to time.
- 13.2. You agree to comply with all Policies of the Company in respect of personal data. To the extent that You have access to any personal data in connection with the Service or Transportation Services, You agree to comply with, and process such personal data in accordance with, applicable law, the Policies (including the Privacy Policy) and the Company's instructions. Without limitation, in using the Services, You may have access to certain information made available to You by the Company or passengers including without limitation personal data ("**User Information**"). You agree that Your use of such User Information shall be strictly limited to usage as is necessary in order to perform the Transportation Services in accordance with the Agreement. Without prejudice to the generality of the foregoing, You shall keep the User Information secure and shall not disclose the User Information to anyone else, or retain a copy of the User Information after the relevant Transportation Services have been completed, or use the User Information for any other purpose.

In-vehicle Recording Devices

- 13.3. The Company does not mandate or endorse, nor prohibit, the installation or use of in-vehicle recording devices ("**IVRDs**").
- 13.4. If You choose to install and use such IVRDs in Your vehicle, You acknowledge and agree that:
- (a) You have done so at Your sole discretion; and
 - (b) You are solely responsible for ensuring that such installation and use are permitted by applicable laws and for complying with all applicable laws (including but not limited to any directions and guidelines issued by the LTA and/or the Personal Data Protection Commission) in respect of the same.
- 13.5. We do not collect any personal data from any audio and/or visual recordings by such IVRDs installed in Your vehicle. You acknowledge and agree that any collection of personal data from such recordings is not being done on our behalf. The collection of personal data from such audio and/or visual recordings is solely at Your discretion. You acknowledge and agree that You have full responsibility over such collection of personal data by You and any subsequent use or disclosure by You of such personal data.
- 13.6. Without limitation, You must:
- (a) ensure that LTA's approval has been obtained to install any inward-facing IVRD in Your vehicle;
 - (b) ensure that any inward-facing IVRD in Your vehicle has been installed at an LTA-authorised installation centre;
 - (c) notify us immediately if Your vehicle is installed with an inward-facing IVRD, or within twenty-

four (24) hours of any such installation; and

- (d) affix signs or decals on Your vehicle to notify passengers of the use of such devices in Your vehicle.

13.7. Without prejudice to the foregoing, You shall comply in all respects with the obligations under the PDPA in performing Your obligations under the Agreement and in providing the Transportation Services. You shall fully defend, indemnify and hold harmless the Indemnified Parties from and against any and all demands, claims, actions, proceedings, costs, damages, losses, fines, penalties, liabilities and expenses (including without limitation legal fees and costs on an indemnity basis) which any of the Indemnified Parties may suffer or incur as a result of any act, omission, and/or default on Your part under the PDPA or which results in any of the Indemnified Parties being in breach of the PDPA.

13.8. Clauses 13.3 to 13.7 do not apply to You if You are a Taxi Hirer.

14. Termination

14.1. The Agreement shall continue until terminated in accordance with its terms.

14.2. The Company may terminate the Agreement:

- (a) at any time for any reason by giving notice to You;
- (b) immediately, with or without notice, if You are in breach of any term of the Agreement, without prejudice to the Company's other rights and remedies; and/or
- (c) immediately, with or without notice, if You are breach of any other agreement with the Company.

14.3. You are under no obligation to use the Service and may cease using the Service at any time in Your sole and absolute discretion. The Agreement is automatically terminated when Your Account is closed.

14.4. On termination or expiry of the Agreement for any reason, You shall:

- (a) immediately delete and fully remove the Platform from Your mobile device;
- (b) immediately cease using the Service; and
- (c) promptly (and in any event within three days), pay any money owed to the Company (which shall become immediately due and payable on termination or expiry) (and, for this purpose, the Company shall be entitled to deduct the relevant amount from Your Bank Account).

15. Notice

15.1. The Company may give notice to You by means of a general notice through the Platform, the Registration Site, electronic mail to Your email address in the records of the Company, or by written communication sent by registered mail or pre-paid post to Your address or by SMS to the mobile number in the records of the Company. Such notice shall be deemed to have been given immediately upon publication on the Platform or the Registration Site (if notice is by means of a general notice through the Platform or the Registration Site (as applicable)), upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or one hour after sending (if sent by email or SMS). You may give notice to the Company (such notice shall be deemed given when received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the Platform.

16. General Provisions

16.1. No Employment Relationship

Your relationship with the Company is that of an independent contractor. You expressly agree that:

- (a) the Agreement is not an employment agreement and nothing in the Agreement shall create or be deemed to create a relationship of employer and employee between You and the Company. Accordingly, the Company shall not be liable for any medical and leave benefits, income tax or other taxes, employer contributions, and/or other similar charges, levies, costs or expenses or other benefits. For the avoidance of doubt, You shall be solely liable for all taxes (including any withholding tax) payable in respect of fees You receive hereunder, and for Your own insurance, social security and related contributions; and
- (b) no joint venture, partnership, or agency relationship exists between the Company and You. You have no authority to bind Company and You undertake not to hold Yourself out as an employee, agent, worker or representative of Company.

16.2. Cost and Expenses

You shall be liable to pay for and shall upon demand, on a full indemnity basis, pay to the Company:

- (a) all costs and expenses (including legal fees) as may from time to time be incurred by the Company in connection with the preservation, enforcement or the attempted preservation or enforcement of any of the Company's rights under the Agreement;
- (b) any Goods and Services Tax (**GST**) or any equivalent tax now or in the future imposed by any fiscal or government authority in Singapore on any amounts payable by You under the Agreement.

16.3. Liability for Taxes

You agree that the 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. You further agree to use Your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Company to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service supplied under the Agreement.

16.4. Force Majeure

Subject to the terms of the Agreement, the Company undertakes to use reasonable endeavours to perform and observe all the obligations on its part to be performed or observed under the Agreement but the Company shall not be liable for any failure to perform or observe any or all of its obligations under the Agreement or any delay caused by circumstances beyond its control.

16.5. Forbearance

No forbearance, indulgence or relaxation on the part of the Company shown or granted to You in respect of any of the provisions of the Agreement shall in any way affect diminish, restrict or prejudice the rights or powers of the Company under the Agreement or operate as or be deemed to be a waiver of any breach by You of the terms and conditions of the Agreement, nor shall any waiver of the Company of any breach hereof operate as a waiver of any subsequent or any continuing breach thereof. Any waiver by the Company shall only be valid and binding on the Company if it is in writing and signed by the Company's authorised representative.

16.6. Concurrent Remedies

No rights or remedy herein conferred upon or reserved to the Company is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

16.7. Survival of duties and obligations

Any expiry or termination of the Agreement shall not affect any accrued rights or liabilities of the Company as at the date of expiry or termination, and also shall not affect the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after termination or expiry of the Agreement.

16.8. Investigations

The Company shall have the right to interview You and record Your statement for the purpose of investigations into any case or complaint filed against or involving You. The Company is not obliged to release any of the investigation findings or outcome to You. You agree to, at Your own cost, fully cooperate with the Company and provide all requested information and documents in connection with any investigation or interview by the Company.

16.9. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Parties submit to the non-exclusive jurisdiction of the Singapore courts.

16.10. Company's Right to Assign

The Company shall be entitled to assign, transfer and/or novate any of its rights, interest and obligations in, under or arising out of the Agreement at any time by giving notice to You. In the event of such assignment, transfer or novation, You shall be deemed to have consented to such assignment, transfer or novation and shall accept any assignee, transferee or novatee of the Company as a party to the Agreement and release the Company from all its obligations and liabilities under the Agreement and any other sums pursuant to the terms of the Agreement. Where required by the Company, You shall enter into and execute as a party thereto any agreement or deed entered into or to be entered into by the Company, its assignee, transferee and/or novatee, such agreement or deed to be prepared by and at the expense of the Company.

16.11. Confidentiality

You shall keep confidential and shall not at any time disclose or permit to be disclosed any negotiations or discussions in relation to the Agreement and/or any non-public information received or obtained from the Company or otherwise in the course of using the Service and/or the Platform and/or providing the Transportation Services, except with the prior written consent of the Company or as required by law or to the extent that such information has become public knowledge not due to Your breach of this undertaking.

The Company shall be permitted to disclose Your or any other relevant particulars in connection with the Agreement where such disclosure is permitted under the Agreement or is required by law or any relevant authority.

16.12. Entire Agreement

The Agreement supersedes all prior agreements, arrangements and understandings and constitutes the entire agreement between You and the Company in relation to the subject matter hereof.

16.13. Contract (Rights of Third Parties) Act

Nothing in the Agreement is intended to grant to any third party any right to enforce any term of the Agreement nor to confer on any third party any benefits under the Agreement for the purposes of the Contracts (Rights of Third Parties) Act 2001 of Singapore, the application of which is hereby expressly excluded.

CDG Zig Driver – General Platform Terms and Conditions of Use

Effective: 8 April 2025

The following terms and conditions ("**T&Cs**") govern your access and/or use of the mobile application designated as "**CDG Zig Driver**", and such other website, mobile application and/or channel as may be designated by us from time to time (each a "**Platform**"), which, subject to the terms of this Agreement (as hereinafter defined), allows users to obtain or procure goods and/or services which may be supplied by us, an authorised merchant or third party provider. Where any goods and/or services are provided by an authorised merchant or third party provider, our sole function is to act as a technology solution provider allowing users, merchants and/or third party providers to interact for the sale and purchase of goods and/or services. ComfortDelGro is not a party to any such transactions and is not responsible for the acts or omissions of such merchants and/or third party providers in connection therewith.

Additional terms and conditions may apply to your use and/or access of certain functionalities, pages or services on or available via any Platform ("**Specific T&Cs**"). The T&Cs and the Specific T&Cs shall together constitute the "**Agreement**". We may from time to time amend or vary the terms of this Agreement by posting or making available the amended terms on CDG Zig Driver App or the relevant Platform or upon written notice (which may include via email or the relevant Platform). You acknowledge and agree that it is your responsibility to review the Agreement regularly. Your continued access and/or use of the Platform after any such amendments (whether or not actually reviewed by you) shall constitute your agreement to be bound by such amendments.

By installing any platform or by continuing to access and/or use any platform on your device ("**Device**"), you agree that you have read and accepted the agreement and any amendments thereto. If you do not agree to the terms of this agreement, or amendments thereto or are ineligible to access and/or use any platform, please cease all access and/or use of such platform and uninstall it.

In this Agreement, unless the context otherwise requires:

- (a) the words "**ComfortDelGro**", "**us**", "**we**" or "**our**" and the like means CDG Zig Pte. Ltd., and "**ComfortDelGro Group**" means ComfortDelGro Corporation Limited and its subsidiaries, associates and joint ventures, including us;
- (b) "**Merchant**" means the third party entity whose goods and/or services are offered for sale or supplied to you on or through any Platform (including any marketplace), or the third party entity whose goods and/or services are ordered, purchased and/or collected from on your behalf as a service to you on or through any Platform (including any marketplace), and "**Third Party Provider**" shall have the meaning ascribed to it in Clause 2.2(c);
- (c) "**Policies**" means any policies, guidelines or information applicable to Users, as may be posted or made available on CDG Zig Driver App or the relevant Platform or notified to You by us (including without limitation via email to You or any Platform) from time to time, and as may be updated by us from time to time;
- (d) "**You**" (and its cognates) or "**User**" means the user of any Platform, which includes any corporate entity which opens an account with us; and
- (e) a reference to "Platform" shall be deemed to include all works, information and materials (including without limitation documents, policies, data, descriptions, names, logos, graphics, images, software, source codes, application programming interfaces, music, audio files or other sounds, photographs, videos, test environments, and images) which we may deploy or use in connection with any Platform ("**Materials**") and/or the goods and/or services offered therein, including any marketplace and the goods and/or services available on any marketplace (each a "**Product**"). For the avoidance of doubt, Products include without limitation (i) vouchers to exchange for or redeem goods and/or services from the relevant Merchant; and (ii) such goods and/or services.

1. YOUR USE OF OUR PLATFORM(S)

- 1.1 Subject always to your continuing compliance with the terms of this Agreement, we agree to grant you a personal, non-transferable, non-exclusive, non-sublicensable licence to use our Platform(s), on and subject to the terms of this Agreement. All other rights not expressly granted to you are reserved by us.
- 1.2 Some software components used in our Platform(s) may be offered under an open source or other licence as we may notify you of, in which case your use of those components is governed by such third party terms, in addition to the terms under this Agreement.
- 1.3 You will be required to register for an account with us before you are entitled to use the functionalities within our Platform(s). We shall have the right, in our sole and absolute discretion, to:
- (a) determine the criteria for registration; and
 - (b) review, evaluate, approve and/or reject any registration,
- and any decision by us in connection therewith shall be final and binding on you.
- 1.4 In registering an account with us, you represent and warrant that:
- (a) you possess the legal authority to create a legally binding obligation between yourself and us (or any Merchant/Third Party Provider);
 - (b) if you are an individual and are creating an account for a corporate/business entity, that you are an agent for and act on behalf of the corporate/business entity and that you have the legal authority to create a legally binding obligation between the said corporate/business entity and us (or any Merchant/Third Party Provider); and
 - (c) all information provided by you in connection with such registration is complete, true and accurate.
- 1.5 If you access and/or use this platform, you confirm (and we are entitled to assume without further inquiry) that you are at least 18 years of age or of the relevant age of majority under applicable law. If you are younger than 18 years of age or the relevant age of majority under applicable law ("**Minor**"): (a) you must obtain permission from a parent or a legal guardian (if applicable) to access and/or use any platform; (b) that parent or legal guardian (as the case may be) must agree to these terms; and (c) you can only use any of the products only in conjunction with and under the supervision or consent of a parent or legal guardian. If you are the parent or legal guardian of a minor, you must accept this agreement on the minor's behalf and you will be responsible for all access and/or use of any platform under this agreement.
- 1.6 If you are the parent or legal guardian of a Minor (as defined in Clause 1.5), you further agree, acknowledge and undertake that:
- (a) you should and shall carefully supervise that Minor's access and/or use of any Platform;
 - (b) it is your responsibility (i.e. as the parent or legal guardian, as the case may be) to determine whether any part of any Platform is appropriate and/or safe for that Minor;
 - (c) to pay in full all sums due from that Minor in connection with any Platform, including without limitation any transactions made on or through any Platform; and
 - (d) YOU HEREBY EXPRESSLY CONSENT on behalf of that Minor to the collection, use, disclosure and/or processing of that Minor's personal data in accordance with this

Agreement, including without limitation Clause 7, and you agree that we may deem the same.

1.7 You undertake to comply with all applicable laws and the Policies.

1.8 Except insofar as expressly permitted under this Agreement or otherwise in writing by us, you shall not (and shall not knowingly allow, permit, or assist any person to):

- (a) copy, rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify any Platform;
- (b) make alterations to, or modifications of, the whole or any part of any Platform, nor permit any Platform to be combined with (or become incorporated with or in) any other program(s);
- (c) disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sub- license, create derivative works based on or otherwise exploit the whole or any part of any Platform;
- (d) provide or otherwise make available any Platform in whole or in part (including object and source code), in any form to any person without our prior written consent;
- (e) use any Platform to make fake bookings;
- (f) use any Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement;
- (g) use any Platform in any manner (or as part of any attempt) to cause nuisance or inconvenience to or to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any person, or where such use of any Platform would have the effect of any of the foregoing;
- (h) transmit or allow the transmission via any Platform of any unlawful, harmful, vulgar, obscene material or any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
- (i) post, send, distribute and/or store via any Platform:
 - (i) any spam or other unsolicited messages;
 - (ii) any messages, materials or contents that are misleading, libellous, defamatory, threatening, pornographic, obscene, indecent, lewd, vulgar, abusive, offensive, derogatory, spam, malware, illegal, political, racist, religious, blasphemous, false, unlawful, tortious, fraudulent, deceptive, a phishing attempt, an infringement of any intellectual property rights of a third party, or would otherwise violate or encourage the violation of any law or the proprietary or other rights of any third party;
 - (iii) any messages, materials or contents that contain viruses, trojan horses, worms, time bombs or other harmful computer codes, files, scripts, agents or programs, including without limitation those designed to impair the operation or functionality of the Platform; and/or
 - (iv) any personal data (except where such disclosure is necessary for you to receive the goods and/or services via the Platform and in which case you warrant that you have obtained all necessary consents to lawfully disclose such personal data to us and for us to lawfully collect, use, disclose and process such personal data in connection with this Agreement);
- (j) circumvent the proper operation of any Platform or interfere with the integrity or performance of any Platform or the contents thereof;
- (k) perform any data mining or data scraping activities;

- (l) use any manual or automated tool, program or script, including without limitation web spiders, web crawlers, web robots, web ants, bots, viruses or worms, or any program which may make multiple server requests per second, to overload or interfere with the operation and/or performance of any Platform, or to circumvent the structure or presentation of any Platform or its content;
 - (m) use any Platform in a way that could damage, disable, overburden, impair or compromise any Platform or interfere with another person's usage or access to any Platform, including without limitation:
 - (i) attempting to probe, scan, test the vulnerability of or gain unauthorised access to a system or network or to breach or circumvent security or authentication measures without proper authorisation; and/or
 - (ii) submitting a computer virus to any Platform, or overloading, "flooding", "mailbombing" and/or "crashing" any Platform.
- 1.9 You further undertake not to:
- (a) impersonate any person or otherwise mispresent your affiliation with any person; and/or
 - (b) engage in any conduct that may damage our reputation or goodwill.
- 1.10 You consent to us accessing and/or using certain functionalities on your Device (and the data stored therein and on any cloud based or remote storage accounts) for the purposes of providing you with any Product and the other purposes set forth in this document.
- 1.11 You further acknowledge and agree that:
- (a) you shall safeguard your account information, including but not limited to your credentials and passwords(s), which you shall not disclose to any third party. You shall take sole responsibility for any activities or actions under your account, whether or not you have authorised such activities or actions;
 - (b) you shall maintain and update your information (including your personal data and account information) in a timely manner to keep it complete, true, accurate, current and not misleading at all times during the term of the Agreement. You agree that we may rely on your information as complete, true, accurate, current and not misleading. You acknowledge and agree that if your information is not complete, true, accurate or current or is misleading in any respect, we may, in our sole and absolute discretion, terminate the Agreement and your use of the Platform at any time with or without notice. We shall not be liable for any Loss (as defined below) that you or any third party may suffer or incur arising out of or in connection with such information that is not complete, true, accurate or current or is misleading;
 - (c) it shall be your own responsibility to, at your own cost to obtain all necessary hardware, software and communications services necessary for your access and/or use of any Platform and to protect against any security or other vulnerabilities which may arise in connection with the use; and
 - (d) we shall have the right to investigate and prosecute any violation of the terms and conditions of this Agreement to the fullest extent permitted under applicable law. You agree to grant us all assistance we deem necessary in connection with any such investigation or prosecution. We may involve and cooperate with law enforcement authorities in prosecuting Users who violate the above provisions.
- 1.12 We may from time to time, without giving any prior reason or notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole in part, any Platform and/or any information, Materials, Product, and/or functionality provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing any Platform, Materials, Product, and/or functionality, or any part or feature thereof.
- 1.13 From time to time, we may (but shall not be obliged to) update any Platform to improve

performance, enhance functionality, reflect changes to the operating system and/or address security issues. Alternatively, we may ask you to update any Platform for these reasons. If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using our Platform(s), and any Materials and/or Product contained therein, and we may forthwith terminate your account and access to any Platform.

1.14 We may from time to time introduce any feature where you may use biometric authentication (including without limitation fingerprint or facial recognition) on your Device ("**Biometric Authentication**") to authenticate your identity. If you activate any such feature, you further agree that:

- (a) such Biometric Authentication relies on hardware and software provided by your Device manufacturer or other service providers, over which we have no control;
- (b) use of such Biometric Authentication is at your own risk, and we have the right to deem all transactions so authenticated as having been carried out by you; and
- (c) we have no liability for any error, breach, delay or failure of the manufacturer of your Device or any supplier or provider of any Biometric Authentication feature, and we are not responsible for the performance or non-performance of their obligations to you (if any).

2. **PRODUCTS, FEATURES AND MARKETPLACE**

2.1 We may from time to time offer various features via our Platform(s) and your access and/or use of the same shall be subject to the terms of this Agreement. Without limiting the generality of the foregoing, such features may include a marketplace where you may obtain Products, which may be provided by us or Merchants/Third Party Providers.

2.2 You acknowledge and agree that:

- (a) where any Product is provided by the Merchants and/or third party service provider(s) and/or vendor(s) ("**Third Party Providers**"), we are not responsible for the same, and our obligation in connection with any such Product is to only: (i) facilitate the making available of such Product to you on a pass-through basis and "as received" by Merchants and/or Third Party Providers; and (ii) on a commercially-reasonable basis, communicate to Merchants and/or Third Party Providers reasonable concerns that you have notified us of in relation to such Product. We have no control over and are not responsible for the Merchant's and/or the Third Party Provider's performance or non-performance of any obligation in connection with any Product or arising in any other way; and
- (b) each Product is subject to availability and location serviceability, as well as this Agreement and any additional terms and conditions of the Merchants and/or Third Party Providers including any specific booking, handling, storage, consumption and/or other instructions as may be notified by the Merchants and/or Third Party Providers to you from time to time.

2.3 We may at any time and from time to time and in our sole and absolute discretion:

- (a) impose and/or vary fees or charges for the support and/or services provided to you on any Platform (including without limitation platform fees); and/or
- (b) add or remove any features comprised in any Platform in our sole and absolute discretion, or to levy fees or charges for access or continued access to any features. You agree that you shall not have any claim or remedy against us in connection with the removal of any such feature.

3. PAYMENT FOR TRANSACTIONS

- 3.1 You agree that any payment made on or through any Platform (including any and all payments in connection with any Product and/or any marketplace) shall be made using any of the payment methods prescribed by us or the provider of the marketplace from time to time, and all charges and/or fees are to be paid in accordance with specific instructions as may be prescribed on any Platform. You are solely responsible for all amounts payable associated with purchases you make on any Platform or marketplace.
- 3.2 You agree that you shall abide by any relevant terms and conditions or other agreement that governs your access and/or use of any payment services or related functionalities (including without limitation payment methods) in connection with the acceptance and processing of payments (including in respect of payment gateway services, settlement, and refunds) ("**Payment Services**") made available via any Platform or marketplace, which may be provided by Third Party Providers, including financial services providers providing or facilitating the provision of Payment Services, e.g. banks, payment services businesses, payment networks, financial institutions and other financial intermediaries (each a "**Financial Services Provider**"). Without limiting the generality of the foregoing and without prejudice to your agreements with and undertakings to us, you acknowledge and agree that:
- (a) where such Payment Services are provided by a Financial Services Provider:
 - (i) by providing your credit card, debit card or other payment method details, you authorise the Financial Services Provider to charge your credit card, debit card or other payment method account, upon your confirmation of your purchase, the amount of your purchase, including all fees and taxes thereon;
 - (ii) the fullest extent of our obligations in connection with any such Payment Services is only to facilitate the making available of such Payment Services by Financial Services Providers to you on a "pass-through" basis and "as received" by you; and
 - (iii) you shall render reasonable cooperation and assistance to us to enable us to comply with any terms and conditions imposed from time to time on ComfortDelGro by such Financial Services Provider in connection with Payment Services; and
 - (b) in relation to any such Payment Services whether provided by us or provider of any marketplace (including without limitation in connection with any settlement of monies between us or the provider of any marketplace and any Merchant or Third Party Provider) and/or any Financial Services Provider, to the maximum extent permitted by law:
 - (i) your access to and/or use of any such Payment Services provided on any Platform or marketplace shall be entirely at your own risk and no warranty of any kind, implied, express or statutory, is given in conjunction with such Payment Services; and
 - (ii) we or the marketplace provider shall not be liable for: (1) any breach, delay, non-delivery or failure by any Financial Services Provider; and/or (2) any disputes in connection with such Payment Services.
- 3.3 Except as expressly set out under applicable refund or cancellation policies as may be notified to you by us, any marketplace provider, and/or the Merchant, all sales are final, and no returns, cancellations, replacements or refunds are permitted. If a cancellation, replacement, return and/or refund is granted for any transaction (for any reason), the transaction may be reversed, and you further agree to bear all taxes and other duties payable thereon (including in the case of bank transfers).
- 3.4 You acknowledge and agree that we or any marketplace provider may from time to time, add, remove, modify or discontinue, temporarily or permanently, any payment processing method in its sole and absolute discretion.

4. USER CONTENT

- 4.1 For the purposes of this Agreement, "**User Content**" refers to content created, transmitted, posted and/or uploaded by you on our community forums and/or in-app chat or messaging function, including customer reviews, materials, information, news, advertisements, listings, data, input, text, songs, audio, videos, photographs, graphics, software, blogs, webcasts, podcasts, broadcasts, messages, software, comments, suggestions, and other content.
- 4.2 We do not monitor, pre-screen or exercise editorial control over User Content, and are not responsible for the same.
- 4.3 We shall have the right to screen, delete and/or remove any User Content if we receive a complaint from another User or a notice of intellectual property infringement or other legal instruction for removal, or which in our sole and absolute opinion violates this Agreement, or is otherwise illegal or objectionable, or any other reason as we may see fit.
- 4.4 We may also block communication by you (including but not limited to feedback, postings, messages and/or chats) to or from any Platform as part of our effort in protecting our Platform(s) and/or our other Users, or otherwise enforcing the provisions of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge and agree that our Platform(s), as well as any marketplace, Materials and Products provided via any Platform, and all intellectual property rights comprised in and associated therewith (collectively, "**Platform IPR**") which you may have access to are owned by the ComfortDelGro Group or the relevant third parties (as the case may be, and as applicable) ("**Relevant Owner**").
- 5.2 While we do not claim ownership of your User Content, by your creation, transmission, posting and/or uploading of User Content on or through any Platform, you grant to the ComfortDelGro Group a non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable right to use and exercise any of the rights comprised in any intellectual property and/or other rights (including without limitation, rights in copyright, publicity, and database rights) you have in your User Content in connection with hosting, using, distributing, modifying, running, copying, publicly performing, communicating, displaying, translating and creating adaptations and derivative works of your User Content.
- 5.3 You agree that you shall not reproduce, distribute, adapt, modify, republish, display, broadcast, hyperlink, frame or transmit in any manner or by any means or store in an information retrieval system, any part(s) of the Platform IPR without the prior written permission of the Relevant Owner. Any rights not expressly granted herein are expressly withheld.
- 5.4 The licences granted herein do not confer on you any rights to use any logos, service marks, slogans, product names and designations and other proprietary indicia used as part of any Platform, all of which are and remain the property of the ComfortDelGro Group or the Relevant Owner(s).

6. THIRD PARTY CONTENT AND SITES

- 6.1 Our Platform(s) may from time to time display, publish or make available content that is provided by third parties (including for example, third party User Content, content or catalogues provided by Merchants, marketplace aggregators, information providers, or our business partners) ("**Third Party Content**"). You acknowledge and agree that such content is the sole responsibility of the person or entity that makes it available, and we are not responsible for such Third Party Content, and we neither have control over the selection thereof, nor do we routinely monitor such content. We make no representations or warranties as to the veracity or accuracy of such content, the reproduction and use of which may be governed by the Third Party Content provider's terms of use.

- 6.2 You further acknowledge and agree that any use by you of any content made available through any Platform (including Third Party Content) is entirely at your own risk. We do not verify and are not in a position to verify any party's rights to submit any content on any Platform, and we take no responsibility and assume no liability, whether direct or indirect or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits or any other commercial damages or Losses (as defined in Clause 8.1 below), for any content provided by any third party, or for your access and/or use of the same.
- 6.3 You acknowledge and agree that we have the right (but not the obligation) to remove or disable access to any content which we deem to be potentially defamatory of any person, unlawful, objectionable in any way, in violation of any third party rights, or for any reason whatsoever. Any editing or removal of any such content from any Platform shall be without prejudice to our other rights and remedies available at law or in equity.
- 6.4 Links to third party sites and/or applications may be made available on our Platform(s) ("**Third Party Sites**"). We have no control over such Third Party Sites, and you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or materials on or available through such Third Party Sites or resources, including Third Party Content. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with access and/or use of or reliance on any content, goods or services on or available through any such Third Party Site or resource.
- 6.5 You further acknowledge that your access to and/or use of Third Party Sites is entirely at your own risk, and that Third Party Sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the access and/or use of those sites and resources.
- 6.6 We do not warrant that the Third Party Sites will meet your requirements or that the same will not cause you any loss of any kind, and you agree that to the maximum extent permitted by law, we shall not be liable for any loss or damage of any kind incurred in connection with your use or reliance on any content, information or other materials on or available through such third parties.
- 6.7 The information and data contained in our Platform(s) are of a general nature which have not been verified, considered or assessed by us in relation to the making of any specific investment, business or commercial decision. You should at all times consult your professional advisers and obtain independent verification of the information and data contained herein before making any decision based on any such information or data. Nothing on any Platform shall be considered or construed as the giving of any advice in respect of, shares, stocks, bonds, notes, interests, unit trusts, property trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

7. PERSONAL DATA

- 7.1 It is a continuing condition of your access and/or use of any Platform, Materials, Product and the functions and programmes available via any Platform that you agree and consent to the terms of our privacy policy as amended from time to time, available at <https://www.cdgtaxi.com.sg/privacy-policy/> ("**Privacy Policy**"). The terms of the Privacy Policy are incorporated into this Agreement by reference.

8. INDEMNITY

- 8.1 For the purposes of this Agreement, unless the context otherwise requires:
- (a) "**Claim**" means any claim, action, application, demand, proceeding, threat or any other analogous claims; and

- (b) "**Loss**" or "**Losses**" includes all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, expenses, actions, proceedings, damages, Claims, demands and other liabilities, whether foreseeable or not.

8.2 You hereby unconditionally undertake to indemnify, defend and hold us (and/or ComfortDelGro Group, as well as their respective employees, servants, officers, agents, directors, partners and/or permitted assigns) (collectively, the "**Indemnitees**") harmless from and against any and all Losses which may be sustained, instituted, made or alleged against (including without limitation any Claim or prospective Claim in connection therewith), or suffered or incurred by any Indemnatee, and which arise (whether directly or indirectly) out of or in connection with:

- (a) your breach of your representations, warranties, undertakings or obligations under this Agreement;
- (b) your breach of any applicable law;
- (c) your violation of any rights, including without limitation the intellectual property rights of any third party;
- (d) any transactions entered into by you or to which your credentials have been applied;
- (e) your access and/or use of any Platform (including the functions available via any Platform) and/or any Product (including without limitation any Claims by or against any Merchant, Third Party Provider, Financial Services Provider, marketplace aggregator and/or merchant of any marketplace aggregator); and/or
- (f) any action taken by us either as part of our investigation of any suspected breach of this Agreement or as a result of our finding or decision that a breach of this Agreement has occurred.

8.3 This Clause 8 shall survive the termination or expiration of this Agreement (howsoever caused).

9. DISCLAIMER OF WARRANTIES AND LIABILITY

9.1 To the maximum extent permitted by law, you agree and acknowledge that:

- (a) our Platform(s) and all Materials and/or Products are provided on an "AS IS" and "AS AVAILABLE" basis. We do not warrant the accuracy, adequacy or completeness of any Platform, including without limitation any Materials and/or Products, and expressly disclaim liability for errors or omissions in any Platform, Materials and/or Products; and
- (b) We hereby expressly disclaim all warranties, whether express, statutory or implied, oral or in writing, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in conjunction with any platform and any materials and/or products therein.

9.2 You further agree and acknowledge that:

- (a) the access and/or use of any Platform is entirely at your own risk, and any Platform may use transmissions over the Internet which are never completely private or secure. You understand that any personal data, message or information which you send in the course of the access and/or use of any Platform may be made public on any Platform, and also read or intercepted by others;
- (b) our Platforms may also use digital certificates, tokens or security credentials, and that we are entitled to treat any transactions or records thereof to which the same have

been applied as conclusive evidence of the same and to have been entered into by you. You shall be solely responsible for all transactions to which any digital certificates, tokens or security credentials associated with you have been applied; and

- (c) our Platforms are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by any Platform could lead to death, personal injury, or otherwise result in significant financial loss or business interruption.

9.3 Notwithstanding any other provision in this Agreement, to the maximum extent permitted by applicable law, in no event shall we (and/or ComfortDelGro Group, as well as their respective employees, servants, officers, agents, directors, partners and/or permitted assigns) be liable to you or any other party for any Losses, fines, or penalties (or other levies or charges imposed by any governmental or regulatory authority), even if informed of the possibility thereof, arising from or in connection with:

- (a) your breach of your representations, warranties, undertakings or obligations under this Agreement;
- (b) any access, use or the inability to access and/or use any Platform, Materials and/or Products therein, or reliance on any Materials and/or Products therein and/or any information in any Platform;
- (c) any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet;
- (d) any access and/or use any other website linked to or from any Platform;
- (e) any participation in respect of or in connection with any of our rewards, redemption or membership programmes;
- (f) any products, information, data, software or other material obtained from any Platform or from any other website linked to any Platform;
- (g) any use of any Product provided under any Platform, even if we or our agents or employees were previously advised of the possibility of such damages, losses and/or expenses.
- (h) any action, instruction, direction, order, request, and/or guidelines of a relevant authority;
- (i) any performance or non-performance by any Merchant, Financial Services Provider and/or Third Party Provider of any obligations in connection with any Product or arising in any other way;
- (j) any settlement of monies between us and any Merchant;
- (k) any matters or Losses disclaimed in the Specific T&Cs;
- (l) Losses which are of an indirect, incidental, consequential, special or exemplary nature of any kind, regardless of the cause thereof; and/or
- (m) any loss of: (i) revenue; (ii) business and/or business opportunities; (iii) anticipated savings; (iv) profit; (v) data; (vi) goodwill; and/or (vii) value of any equipment.

9.4 To the extent not excluded, and/or to the extent not lawfully excluded, the ComfortDelGro Group's maximum aggregate liability for all Claims, suits, demands, actions or other legal proceedings in connection with this Agreement, whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed Singapore Dollars S\$1.00.

10. TERMINATION

10.1 We shall have the right to terminate and/or suspend your access and/or use to any Product, any Platform functionality, any feature of or any Platform as a whole at any time for

whatsoever reason, and without any prior notice to you.

- 10.2 Without prejudice to the generality of the foregoing, we reserve the right to immediately suspend and/or terminate your account if:
- (a) you breach this Agreement;
 - (b) any material information provided or representation made by you to us is untrue or misleading or otherwise has an adverse material impact on us or the Merchants;
 - (c) we believe that you are accessing and/or using your account for fraudulent and/or dishonest activities; and/or
 - (d) required by applicable law.
- 10.3 In the event of suspension or termination of your access and/or use of any Platform, you shall remain liable for all payment transactions and/or any other obligations you may have incurred under this Agreement.

11. **GENERAL**

11.1 Interpretation: In this Agreement:

- (a) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (b) the term "person" shall include any individual, company, or association or body of persons, regardless whether corporate or incorporate; and
- (c) unless the context otherwise requires, words importing the singular shall include the plural and *vice versa* and words importing a specific gender shall include the other genders (male, female or neuter).

11.2 Assignment: This Agreement is personal to you, and shall not be assigned or novated either as to the whole or any part thereof, without our prior written consent. We may, by notification to you, assign or novate the whole or any part of this Agreement to any party, and you shall be deemed to have consented to such assignment or novation, which shall be effective on the date that we notify you.

11.3 Costs: Unless otherwise stated herein, you shall bear your own legal and other costs and expenses of and incidental to this Agreement, and you shall perform all of your obligations under this Agreement at your sole cost and expense.

11.4 Entire Agreement: This Agreement, and the documents referred to in it, embodies the entire agreement and understanding between the you and us relating to the subject matter of this Agreement, and supersedes all prior agreements and understandings relating to the subject matter hereof.

11.5 Force Majeure: Save as otherwise specifically provided in this Agreement, we shall not be liable for failures or delays in performing our obligations hereunder arising from any cause beyond our control, including acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, pandemics, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems ("**Force Majeure Event**") and in the event of any Force Majeure Event, the time for our performance may be extended by us at our sole and absolute discretion for a period equal to the time lost by reason of the delay.

11.6 Illegality/Severability: The provisions of this Agreement are severable, and if any provision, or any portion thereof, is determined by a competent court or tribunal to be illegal, invalid or unenforceable for any reason, any remaining portion of that provision, and all other provisions of this Agreement, shall remain valid and enforceable to the fullest extent permitted by applicable law in order to give effect to the intentions of the parties to this Agreement.

11.7 No Partnership: The parties to this Agreement hereto are independent contractors, and

nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or agency relationship between the parties to this Agreement.

- 11.8 No Waiver / Cumulative Rights: No omission or delay by a party to this Agreement in exercising any or part of its rights under this Agreement shall operate as a waiver thereof. Unless expressly stated otherwise (i.e. expressed to be an exclusive right or remedy), the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (whether provided by law or otherwise).
- 11.9 Third Party Rights: Other than members of the ComfortDelGro Group, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.

12. GOVERNING LAW

The Agreement and any dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore.

13. NOTIFICATION OF COPYRIGHT INFRINGEMENT

- 13.1 If you believe that your copyright material has been copied in a way that constitutes copyright infringement, please provide written notice to us with full details, to be submitted to us at:

383 Sin Ming Drive, Singapore 575717

Email: feedback@cdgtaxi.com.sg

- 13.2 We reserve the right to investigate notices of copyright infringement and will only process notices in the English language that comply with the Singapore Copyright Act, other applicable laws and this Agreement. Any notices that do not comply with the above will be rejected.

14. CONTACT US

If you have any queries, feedback or complaints regarding any Platform, you may contact us by email at feedback@cdgtaxi.com.sg.