

Terms and Conditions Governing the Use of ComfortDelGro Taxi's Ride-Hailing Services

1. The Customer agrees that these Terms and Conditions shall apply when the Customer contacts ComfortDelGro Taxi through the ComfortDelGro Booking App or otherwise to book and/or utilise its ride-hailing services.
2. The Customer shall pay a prevailing booking fee for either current or advance booking in addition to the payment of fare and any fee or levy now or hereafter imposed by the law or regulation or otherwise required to be paid in respect of any monies payable to or receivable by ComfortDelGro Taxi or any expenses incurred by ComfortDelGro Taxi hereunder (except to the extent prohibited by law).
3. ComfortDelGro Taxi shall not be responsible nor liable for any loss, damage, cost or embarrassment suffered by the Customer in relation to the use of ComfortDelGro ride-hailing services arising from or attributable to (i) any act or omission of the Customer, or any instructions or operations effected by the Customer or purported to be effected by the Customer howsoever caused including but not limited to the Customer's non-compliance with any written or recorded voice instructions or information issued by ComfortDelGro Taxi; and (ii) ComfortDelGro Taxi's inability to provide the services for any reason, including and without limitation, as a result of malfunction, partial or total failure of any network terminal, data processing system, computer teletransmission or telecommunications system or other circumstances whether or not beyond the control of ComfortDelGro Taxi or any person or any organisation involved in the abovementioned systems.
4. The Customer shall not hold ComfortDelGro Taxi liable for any direct or indirect loss or damage or cost which may be suffered by the Customer as a result of any failure by ComfortDelGro Taxi to provide a vehicle to the Customer within any stipulated time even if ComfortDelGro Taxi has agreed to so provide the vehicle or even if the Customer has advised ComfortDelGro Taxi of the possibility that any such loss or damage or cost would result if the vehicle is not provided at all or within the stipulated time.
5. The Customer undertakes with ComfortDelGro Taxi and agrees to indemnify ComfortDelGro Taxi from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnify basis) claims, demands, actions and proceedings which ComfortDelGro Taxi may incur or sustain directly or indirectly from or by any reason of or in relation to the Customer's use or purposed use of ride-hailing services and shall pay such sums on demand.
6. The Customer shall not hold ComfortDelGro Taxi liable for the use of location based information provided by any of the telecommunication companies when the Customer uses the mobile phone to make a booking. The location based information will be used to facilitate location-based promotions and improve the probability of locating a vehicle for the Customer.
7. The Customer consents to the collection, use and disclosure of Personal Data by ComfortDelGro Taxi subject to and in accordance with the terms of the ComfortDelGro Taxi's Privacy Policy (<https://www.cdgtaxi.com.sg/privacy-policy>) and these Terms and Conditions. The Customer further agrees that ComfortDelGro Taxi may disclose to all companies within the ComfortDelGro's group of companies or any of its authorised drivers or any government body as so required by the law or by directive or request from such government body or any relevant third party, the Personal Data of the Customer in the possession of ComfortDelGro Taxi in any way as ComfortDelGro Taxi, in its absolute discretion, deems fit or if it considers it in its interests to do so, in accordance with and for the purposes set out in ComfortDelGro Taxi's Privacy Policy (<https://www.cdgtaxi.com.sg/privacy-policy>). Without prejudice to the generality of the foregoing, the authorised driver of ComfortDelGro Taxi may use such Personal Data to contact the Customer directly to facilitate the fulfilment of the booking.

In addition, ComfortDelGro Taxi may use your Personal Data for the purposes of communicating or marketing promotions, products or services of ComfortDelGro Taxi and/or its business partners. We may communicate marketing materials and transactional messages to you by the following ways: telephone call, Short Message Service (SMS), push notification via the ComfortDelGro Booking App, post, and by electronic mail (e-mail).

8. Advanced booking service commitment: In the event a driver is late for more than 10 minutes from the Estimated Time of Arrival (ETA) for an advance booking job, ComfortDelGro Taxi will waive the prevailing advance taxi booking fee. This is, however, not applicable should the delay be a result of severe weather conditions.
9. The Customer may choose to pay for his/her fares via the approved payment methods made available on the ComfortDelGro Booking App and/or other approved payment methods on board the taxi, where applicable. When the Customer elects to pay through the payment methods within the ComfortDelGro Booking App, he/she will be required to have registered or paired his/her designated payment method to the ComfortDelGro Booking App, and select the payment method within the ComfortDelGro Booking App at the point of making the booking or when the Customer elects to use the "Pay for Street Hail" feature in the Booking App. Once the trip is completed, the fare for the trip will be charged to the said designated payment method for the booking or street hail. If Customer elects to pay by credit card, debit card or DBS PayLah!, the Customer authorises ComfortDelGro Taxi to issue an authorisation hold (determined by ComfortDelGro Taxi at its discretion) against the Customer's credit card, debit card or DBS PayLah! account. The authorisation hold will be charged and set-off against the final fare when the trip is completed. If the authorisation hold is in excess of the final fare, the amount in excess of the final fare will be refunded to the Customer. If the authorisation hold is less than the final fare, an amount equivalent to the shortfall will be charged to the credit card, debit card, or DBS PayLah! Account. In the event that the payment is not received by ComfortDelGro Taxi for any reason, then without prejudice to any remedies or actions available at law or equity, ComfortDelGro Taxi reserves the right to claim the payment directly from the Customer, and to suspend or reject the processing of any booking of ride-hailing services and/or any other use of the ComfortDelGro Booking App by the Customer. Cabcharge Asia Pte Ltd takes responsibility for all payments made via the platform (except NETS Click and DBS PayLah). This responsibility includes: refunds, chargebacks, cancellations and dispute resolution in accordance with this Terms and Conditions.
10. For any no-show or cancellation of confirmed booking by Customer, ComfortDelGro Taxi reserves the right to charge the Customer a Cancellation Fee for the affected booking. Without prejudice to ComfortDelGro Taxi's rights and remedies at law and under these Terms and Conditions, ComfortDelGro Taxi shall be entitled to charge the Cancellation Fee to the Customer's designated credit card (if any) used for the said booking, or to charge such Cancellation Fee upon a subsequent booking by the Customer, without prior notice. Any delay or failure by ComfortDelGro Taxi to exercise its rights hereunder shall not be deemed as a waiver of such rights. In the event of multiple no-shows or multiple cancellations, ComfortDelGro Taxi reserves the right to charge the accrued Cancellation Fees on cumulative basis at any time at its sole discretion.
11. ComfortDelGro Taxi may at any time without giving any reason or prior notice terminate the use of the ride-hailing services by the Customer.
12. ComfortDelGro Taxi makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the ride-hailing service or the ComfortDelGro Booking App. ComfortDelGro Taxi does not represent or warrant that (a) the use of the service and/or the ComfortDelGro Booking App will be secure, timely, uninterrupted or error-free, or are free of viruses or other harmful components. The service is provided strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed. ComfortDelGro Taxi shall not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages, loss of use, lost profits, lost data, lost business, lost goodwill, lost contracts or lost opportunity and/or personal injury or property damage, arising from, related to or otherwise in connection with use of the ComfortDelGro Booking App, whether in contract, tort or otherwise, to the extent permitted under law.
13. ComfortDelGro Taxi shall be entitled to add to, vary or amend any or all these terms and conditions at any time and the Customer shall be bound by such addition, variation or amendment once such addition, variation or amendment are incorporated into these Terms and Conditions at ComfortDelGro Taxi's website or the ComfortDelGro Booking App or on the date that ComfortDelGro Taxi may indicate that such addition, variation or amendment is to come into effect.

14. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore. A person or entity who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act Cap. 53B to enforce any term hereof.

15. In these Terms and Conditions:

- (i) "ComfortDelGro Taxi" means Comfort Transportation Pte Ltd and CityCab Pte Ltd collectively, and, to the extent the ride is provided by a registered private-hire partner of ComfortDelGro Taxi, the term shall include such registered private-hire partner with respect to the ride.
- (ii) "Customer" means a person who is a customer of ComfortDelGro Taxi who contacts ComfortDelGro Taxi to use its ride-hailing services.
- (iii) "Ride-hailing services" means ComfortDelGro Taxi automated booking and despatch services and other ride-hailing services as may be determined by ComfortDelGro Taxi from time to time, including without limitation, the ComfortDelGro Booking App.
- (iv) Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine and neuter gender and references to any gender include any other gender.
- (v) "Personal Data" shall have the meaning as defined in the ComfortDelGro Taxi's Privacy Policy.