

## **COMFORTDELGRO PLATFORM – Terms and Conditions of Use**

The following terms and conditions ("**T&Cs**") govern your access and/or use of the mobile application designated as "ComfortDelGro", 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 (as set out in the service-specific schedules below) 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 upon written notice (which may include via email or any Platform) amend or vary the terms of this Agreement.

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 Comfort Transportation 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 (either in relation to ComfortDelGro or Zig (as defined in Schedule 1)) 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) "**you**" (and its cognates) or "**User**" means the user of any Platform, which includes any corporate entity which opens an account with us; and
- (d) 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**").

### **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 Except insofar as expressly permitted under this Agreement or otherwise in writing by us or as may be allowed by applicable law, 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 or create derivative works based on 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 in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, including but not limited to:
    - (i) using any Platform in any manner (or as part of any attempt to) harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any person; and/or
    - (ii) transmitting or allowing 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; and/or
  - (f) 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.
- 1.8 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.
- 1.9 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) 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

- (c) 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.
- 1.10 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.
- 1.11 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.
- 1.12 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) in relation to any marketplace services, you shall comply with all the terms set forth in Schedule 1 (*Marketplace Terms*) in their entirety; and
  - (b) in relation to any ride-hailing services, you shall comply with all the terms set forth in Schedule 2 (*Ride-Hailing Terms*) in their entirety.
  - (c) 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

- (d) 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 from time to time have the right to 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 policies as may be notified to you by us, any marketplace provider, and/or the Merchant, all sales are final, and no returns, replacements or refunds are permitted. If a 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, 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 Indemnitee, 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 as prescribed in Part IXA of the Singapore Copyright Act (Chapter 63), to be submitted to us at:

**383 Sin Ming Drive, Singapore 575717**

Email: [feedback@cdgtaxi.com.sg](mailto: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 [atfeedback@cdgtaxi.com.sg](mailto:atfeedback@cdgtaxi.com.sg).

Last updated: 22 November 2021

**SCHEDULE 1**  
**MARKETPLACE TERMS**

**1. GENERAL**

- 1.1 In addition to the T&Cs, the terms and conditions in this Schedule ("**Marketplace Terms**") apply in respect of your access and/or use of the marketplace and the supply or provision of any Product via the marketplace.
- 1.2 You acknowledge and agree that the marketplace is provided by CDG Zig Pte. Ltd. ("**Zig**"), which shall be responsible for the marketplace and any rights, obligations, and/or liabilities in respect of the marketplace. Consequently, the words "us", "we" or "our" and the like in these Marketplace Terms means Zig.
- 1.3 In this Schedule: (a) where the provision number is stated without a description of any document, then it refers to the provision so numbered in the document where the reference appears; (b) capitalised expressions used without definition in this Schedule shall have the meanings respectively ascribed to them in the Agreement; and (c) unless expressly stated otherwise, your obligations set out under this Schedule shall be cumulative, in addition, and without prejudice to your other obligations under this Agreement.
- 1.4 You acknowledge and agree that:
- (a) where any Product available on the marketplace is provided by Merchants or 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;
  - (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; and
  - (c) to the extent that a transaction on the marketplace is entered into between you and Merchant or Third Party Provider ("**Transaction**"):
    - (i) all Transactions are entered into between you and the relevant Merchant or Third Party Provider. The Merchant or Third Party Provider is and remains the seller and/or supplier of each Product, and we are not party to the Transaction or any agreements that may be entered into between you and Merchant or Third Party Provider, even if terms may be prescribed by us in respect of such Transactions;
    - (ii) we neither endorse nor assume any responsibility or liability arising in connection with any Transaction (or any Product in respect of which a Transaction is carried out). Save as expressly provided under these Marketplace Terms, we shall not have any obligation in connection with any Transaction;

- (iii) we: (i) shall not be responsible for procuring; (ii) do not warrant; and (iii) do not undertake, that you shall comply or have complied (whether in whole or in part) with the terms and conditions governing any Transaction;
- (iv) we shall not be responsible for any content provided or generated by you or any Merchant or Third Party Provider on or through the marketplace (including User Content as defined in Clause 4 of the T&Cs); and
- (v) each dispute, chargeback, cancellation, refund, and/or return in connection with any Product and/or the marketplace shall be subject to such additional policies and guidelines as may be prescribed by us from in connection with the same from time to time.

1.5 We may at any time from time to time have the right to add or remove features 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.

## **2. ORDERS PLACED VIA THE MARKETPLACE**

2.1 The marketplace feature allows you to place orders for certain Products from Merchants. For the avoidance of doubt, references to "Products" also include services provided by such Merchants.

### **2.2 Placing Orders**

- (a) When you place an order for any Product offered by a Merchant through our Platform(s) ("**Order**"), the Order constitutes an offer to the Merchant to purchase such Product and to the Delivery Service Provider (as defined in Clause 2.5 below) to deliver the Product to your specified delivery address (as applicable) on the terms set out herein and as specified by the Merchant and (as the case may be) Delivery Service Provider.
- (b) Your Order may in the sole and absolute discretion of the relevant Merchant and (as the case may be) Delivery Service Provider be accepted or rejected by each of them respectively. A contract for the purchase and delivery of any products or services comprised in your Order ("**Merchant Contract**") will only arise where your Order is communicated to you as having been accepted by each of the Merchant and (as the case may be) Delivery Service Provider via our Platform(s) and an Order confirmation is issued to you. You shall not be entitled to cancel your Order upon confirmation. The Merchant and/or (as the case may be) the Delivery Service Provider may contact you to confirm the details of the Merchant Contract, any change in the Merchant Contract (for instance, due to unavailability), the price to be paid or any change thereof and/or the estimated delivery time. Any Merchant Contract may be cancelled by the Merchant if the Delivery Service Provider is unable to provide delivery services to you (as applicable). All Products are at your risk of loss or damage from the time the Merchant has appropriated the same in respect of your Order, and in any event, from the time it is available for collection from the Merchant (whether by you or (as the case may be) Delivery Service Provider).
- (c) You further acknowledge and agree that:
  - (i) some Orders may not be available for delivery and may only have the option for self-collection, and vice versa;



- (ii) some Orders must meet a minimum order value before the Order can be placed and delivered to you; and
- (iii) you may specify special instructions for an Order, but these do not constitute a term of the Order and the Merchants and/or (as the case may be) Delivery Service Provider shall have no obligation to comply with the same. There shall be no replacement or refund for an Order and/or Merchant Contract which does not conform to special instructions by you.

2.3 Prices:

- (a) All prices reflected on our Platform(s) are determined solely by the Merchants. You acknowledge that prices and any promotional offers of Products may vary from those offered by the Merchants via other sales channels.
- (b) Prices of Products may, for reasons such as technical issues, errors or outdated product information supplied by the Merchants, be incorrectly reflected and in such an event the Merchants may cancel your Order(s). Where applicable, Orders will include delivery fees and any applicable tax (e.g. goods and services tax, value-added tax, etc.).

2.4 Payment: If you fail to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to the Merchant, the Merchant shall be entitled to cancel the Order and/or Merchant Contract or suspend delivery until payment is made in full.

2.5 Delivery or Self-Collection:

- (a) Depending on the Product, such orders may be delivered to you by independent third-party service providers (each a "**Delivery Service Provider**") and/or available for self-collection by you from the Merchant.
- (b) You shall be responsible for ensuring that the details entered by you in respect of the Order on our Platform(s) are accurate and complete. We, the Merchants and/or Delivery Service Providers shall not be liable:
  - (i) in the event of any late delivery or non-delivery of any Product by reason of erroneous or incomplete delivery details entered by you on any Platform; or
  - (ii) in the event of late collection or non-collection by you of any Product by reason of erroneous collection details entered by you on any Platform.
- (c) If you:
  - (i) fail to accept or arrange for the acceptance of delivery of any ordered Products at the time and place specified by the Merchant; or
  - (ii) purport to cancel the Merchant Contract following acceptance of your Order,

as the case may be, the Merchant, and/or Delivery Service Provider and/or us/our logistics service providers (as the case may be) shall be entitled to dispose of the items comprised in the Order without liability to you. In such event, you remain liable to make payment in full for the ordered Products, and if such payment has been made, you shall not be entitled to a refund of the sums paid.

2.6 In addition, to the extent any Product relates to any food and/or beverage products or services (including without limitation preparation, delivery and/or takeaway of food and/or beverage) ("**F&B Service**"), you agree, acknowledge and undertake to us that:

- (a) **Alcoholic Beverages:** Persons placing an order for alcohol from any Merchant must be at least eighteen (18) years old. Alcoholic beverages can only be sold and delivered to persons who are at least eighteen (18) years old. By placing an order that includes alcohol, you confirm that you are at least eighteen (18) years old. Where applicable, the Delivery Service Provider will have the right to refuse to deliver or provide any alcoholic product to any person who at the time of delivery or collection, (i) does not appear to be at least eighteen (18) years old or (ii) cannot prove that he/she is at least eighteen (18) years old or (iii) is, or appears to be, under the influence of either alcohol or drugs at the time of delivery or collection and in such an event you agree that we, the Merchant and (as the case may be) Delivery Service Provider shall not be liable to make any refund to you for the payment already made by you.
- (b) **Handling and Consumption:** You shall handle and consume all Products supplied by the Merchant and/or (as the case may be) Delivery Service Provider in accordance with the prevailing food hygiene recommendations of the Singapore Food Agency and any specific food handling instructions prescribed by the Merchant. After the delivery or collection of any Product, you shall be liable for loss, damage, contamination, soiling or detention of the same whether caused directly or indirectly by you or any person acting on your behalf.

2.7 Without prejudice to any other term of this Agreement, and to the maximum extent permitted by law, you acknowledge and agree that neither we nor the Merchants and/or the Delivery Service Providers warrant or represent that any Product is free of any and all traces of any allergens or that consumption of the same will not result in an allergic reaction. Your Orders may be packaged with Orders from other users at the time of collection/delivery, and such other orders may contain allergens. You acknowledge that by placing Orders for any Product, you may be exposed to Products, including food or beverages that may cause an allergic reaction or injury, and in that regard, you on your own accord and on behalf of other end-users / end-consumers hereby fully release and discharge us and the Merchants and/or the Delivery Service Providers from any and all liability and/or responsibility to you or other end-users / end-consumers.

### **3. RESERVATION SERVICES**

3.1 In addition, the marketplace also makes available to you a collection of information relating to food and beverage options based on your location and allows you to place real-time reservations with certain Merchant restaurants for the purpose of assisting you in securing dining reservations ("**Reservation Service**"). The Reservation Service may be provided by us or Third Party Providers.

3.2 **Making Reservations:** When you make a request for a reservation, the request constitutes an offer to the relevant Merchant to allow you to dine in the Merchant's restaurant at the specified time and place. The availability of reservations is determined at the time of your query and based on information provided to us by the Merchants. A reservation is only confirmed where a confirmation is issued to you by email or other electronic message as may be agreed by you. The Merchant may contact you to confirm the details of the reservation, any change in the reservation (for instance, due to unavailability), or any change thereof.

3.3 You agree and acknowledge that:

- (a) the Reservation Service (including any reservations made via the Reservation Service) may be subject to such terms as may be prescribed by the relevant Merchant (including

without limitation deposit and/or cancellation policies), Third Party Providers, and/or the ComfortDelGro Group and that you shall comply with all such terms; and

- (b) any arrangement or reservation made between you and the Merchant is at your sole risk and responsibility. We do not, and shall not be deemed to, direct or control Merchant or Third Party Providers in Merchant's or Third Party Provider's performance under this Agreement specifically, including in connection with Merchant's ability to honour such arrangements or reservations and/or your dining experience with the relevant Merchant and any goods and/or services offered in connection therewith.

3.4 Cancelling Reservations: You must cancel any reservations that you will be unable to honour in accordance with the prevailing cancellation policies. You may cancel your reservation via our Platform(s) or by calling the Merchant directly.

3.5 No-show: If you are unable to keep your reservation and you fail to cancel your reservation in accordance with the prevailing cancellation policies, we, the Merchant and/or Third Party Providers may deem you a "no-show". In such event:

- (a) Upon arriving at the Merchant's restaurant, it is your responsibility to notify the host that you have a reservation; and
- (b) the Merchant's restaurant and/or Third Party Providers are under no obligation to honour your reservation.

3.6 We reserve the right to suspend your access to the Reservation Service if your number of no-shows for reservations exceed the limit prescribed in our prevailing policies or those of any Merchant or Third Party Provider. You agree that all final no-show determinations will be made by us in our sole discretion.

#### **4. CUSTOMER SUPPORT**

4.1 Should you have any queries or complaints about any Product of the third party or the Merchants and/or Third Party Providers, please contact the third party, Merchants and/or Third Party Providers.

4.2 For customer support in relation to the marketplace, please contact [hello@zig.live](mailto:hello@zig.live). In some cases, photographic proof and/or additional information may be required to properly investigate the issue and review any request.

**SCHEDULE 2**  
**RIDE-HAILING TERMS**

**1. GENERAL**

1.1 In addition to the T&Cs, the terms and conditions in this Schedule ("**Ride-Hailing Terms**") apply in respect of your access and/or use of the ride-hailing services provided by us.

- (a) "ride-hailing services" means our automated booking and despatch services and other ride-hailing services as may be determined by us from time to time. For clarity, "ride-hailing services" does not include the transportation services, which are provided by third-party drivers of taxis or private-hire cars (as the case may be).

**2. FEES, CHARGES AND PAYMENT**

2.1 You agree to pay:

- (a) the fees for the transportation services ("**Transportation Service Fees**");
- (b) in addition to the Transportation Service Fees, the prevailing fees and/or charges we may impose from time to time (including in respect of the ride-hailing services); and
- (c) any fees, taxes, charges and/or levy now or hereafter imposed by the law or regulation or otherwise required to be paid.

(collectively, the "**Fees**")

2.2 Advanced booking service commitment: If we determine that a transportation service provider is late for more than 10 minutes from the estimated time of arrival for an advance booking job, we will waive the prevailing advance booking fee. This is, however, not applicable should the delay be a result of inclement weather conditions.

2.3 You may pay the Fees via any of the payment methods made available on the Platform and/or other approved payment methods on board the vehicle. If you pay the Fees using payment methods on the Platform, you must select the payment method:

- (a) at the point of making the booking; or
- (b) when selecting the "Pay for Street Hail" feature in the Platform.

2.4 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.

2.5 If you elect to pay by credit card, debit card or DBS PayLah!, you agree that we may issue an authorisation hold (determined by us at our discretion) against the credit card, debit card or DBS PayLah! account in our records. The authorisation hold will be charged and set-off against the Fees.

- (a) If the authorisation hold is in excess of the Fees, the amount in excess of the Fees will be refunded.
- (b) If the authorisation hold is less than the Fees, an amount equivalent to the shortfall will be charged to the credit card, debit card, or DBS PayLah! Account.

2.6 In the event that the payment is not received by us for any reason, then without prejudice to any remedies or actions available at law or equity, we reserve the right to claim the payment directly from you, and to suspend or reject the processing of any booking of ride-hailing services and/or any other use of the Platform by you.

- 2.7 We (including CityCab Pte. Ltd.) take responsibility for all payments in respect of the transportation services. This responsibility includes: refunds, chargebacks, cancellations and dispute resolution.
- 2.8 For any no-show or cancellation, we reserve the right to charge a fee for the affected booking. Without prejudice to any of our rights and remedies, we reserve the right to:
- (a) charge the fee to any of the payment methods in our records; or
  - (b) charge such fee upon a subsequent booking by you, without prior notice.
- 2.9 Any delay or failure by us to exercise our rights hereunder shall not be deemed as a waiver of such rights. In the event of multiple no-shows or multiple cancellations, we reserve the right to charge the accrued cancellation fees on cumulative basis at any time at its sole discretion.

### **3. RIDE-HAILING SERVICE DISCLAIMERS**

- 3.1 Without prejudice to the generality of the other terms of this Agreement, we shall not be responsible nor liable for any loss, damage, cost or embarrassment suffered by you in relation to your use of the ride-hailing services arising from or attributable to:
- (a) any act or omission by you, or any instructions or operations effected by you or purported to be effected by you howsoever caused, including but not limited to your non-compliance with any written or recorded voice instructions or information issued by us;
  - (b) our failure or inability to match you with a transportation service provider within any stipulated time even if you have advised us of the possibility that any such loss or damage or cost would result if a transportation service provider is not matched and/or if a transportation service is not provided; and/or
  - (c) our inability to provide the ride-hailing services for any reason, including 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 our control or any person or any organisation involved in the abovementioned systems.
- 3.2 To the maximum extent permissible by law, we 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 ride-hailing service, whether in contract, tort or otherwise.

### **4. PERSONAL DATA**

- 4.1 Without prejudice to the generality of Clause 7.1 of the T&Cs, you agree that we may use, and disclose your Personal Data (such as your contract number) to provide the ride-hailing services. Further, you agree that we may disclose your Personal Data (such as your contract number) to a transport service provider to facilitate the fulfillment of a booking for the transportation services.

### **5. INDEMNITY**

- 5.1 You agree to indemnify us 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 we may incur or sustain directly or indirectly from or by any reason of or in relation to your use or purposed use of ride-hailing services and shall pay such sums on demand.

**6. TERMINATION OF RIDE-HAILING SERVICES**

- 6.1 We may at any time without giving any reason or prior notice terminate your use of the ride-hailing services.