

## CDG Zig – Platform Terms and Conditions of Use

**Effective: 6 January 2026**

The following terms and conditions ("**T&Cs**") govern your access and/or use of the mobile application designated as "**CDG Zig**", 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 amend or vary the terms of this Agreement by posting or making available the amended terms on [www.cdgtaxi.com.sg/car-rides](http://www.cdgtaxi.com.sg/car-rides) 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 [www.cdgtaxi.com.sg/car-rides](http://www.cdgtaxi.com.sg/car-rides) 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-licence, 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 the 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; and/or
- (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 misrepresent 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) 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 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.

2.4 We may at our sole and absolute discretion, and subject to you meeting certain criteria which we may specify from time to time, offer to you the opportunity to participate in loyalty or other customer recognition programmes. Your participation in the same is subject to and conditional upon your agreement to comply with all the terms as we may prescribe upon enrolment as specified by us from time to time.

### **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 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, SUSPENSION AND DELETION**

- 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 that you do not log in to your account on any Platform for at least one year (or such other period as determined by us), we may, in our sole and absolute discretion, effect a soft deletion of your account. Where a soft deletion has been effected, you will no longer be able to access your account and/or the data associated therewith but we may still retain your account and the data associated therewith. In the event of a soft deletion, we may permit you to recover your account in accordance with our prevailing procedures. Notwithstanding the foregoing, you acknowledge and accept that recovery of your account and/or the data associated therewith is not guaranteed.
- 10.4 For the avoidance of doubt, nothing in this Agreement shall be deemed to impose any obligation on us to retain your account or data for any particular period or delete your account or data. Such retention or deletion shall be in accordance with our prevailing policies and applicable law.
- 10.5 Under no circumstances shall we be liable for any Losses suffered or incurred by you arising out of or in connection with any deletion (whether soft or otherwise) of your account, any recovery of a deleted account or any failure to recover your account and/or any data associated therewith for any reason whatsoever.
- 10.6 In the event of suspension or termination of your access and/or use of any Platform or deletion of your account, 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](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 [feedback@cdgtaxi.com.sg](mailto:feedback@cdgtaxi.com.sg).

**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 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.

## **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 on the terms set out herein and as specified by the Merchant.
- (b) Your Order may in the sole and absolute discretion of the relevant Merchant be accepted or rejected. A contract for the purchase 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 the Merchant 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 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. All Products are at your risk of loss or damage from the time the Merchant Contract is formed.

### **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 In addition, where the Product is a voucher, you agree, acknowledge and undertake to us that:

- (a) Redemption of the voucher is subject to this Agreement and any other terms and conditions that may be imposed by us or the relevant Merchant.
- (b) The voucher may only be redeemed once and may not be redeemed in parts. Any unredeemed portions of the voucher shall be forfeited.
- (c) The voucher must be redeemed prior to its expiry. Any voucher not redeemed prior to its expiry will be forfeited. No extension of the expiry date is allowed.
- (d) The voucher cannot be combined or used in conjunction with any other vouchers, promotions, discounts, coupons and privileges, unless otherwise specified.
- (e) You shall not tamper with, sell, re-sell or trade the voucher or attempt to do so. Any attempt to do any of the foregoing may render the voucher void at our discretion.
- (f) We shall not be liable for any failure or delay by the relevant Merchant to honour the voucher regardless of the reason for such failure or delay. Without prejudice to the generality of the foregoing, we shall not be under any obligation to provide a refund (in any manner whatsoever) of the price paid by you for the voucher.
- (g) We shall not be responsible for providing you with the goods and/or services for which the voucher may be exchanged or redeemed nor shall we be liable to you in any way in connection with any such goods and/or services (including without limitation the supply, use or consumption thereof), all of which shall be the sole responsibility of the relevant Merchant.
- (h) Neither we nor the Merchant shall be responsible for any forged, lost or stolen vouchers or voucher reference numbers.

2.6 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. CUSTOMER SUPPORT**

3.1 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.

3.2 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).
- 1.2 You agree to comply with all applicable laws and all policies, guidelines and information made available by us (including without limitation any cancellation/waiting fee policy) as may be updated from time to time.

**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). Such fees and/or charges may include, without limitation, platform fees, cancellation fees and waiting fees; 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 take responsibility for all payments in respect of the transportation services. This responsibility includes: refunds, chargebacks, cancellations and dispute resolution.
- 2.8 For any late arrival, 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.
- 2.10 For flat fare bookings, drivers have the right to take the fastest or shortest route recommended by a GPS. For metered fare bookings, passengers may inform the driver, upon boarding the vehicle, of their preferred route. By default, drivers are mandated to take the most direct route to complete the journey.
- 2.11 For taxis, the car boot space can fit up to 4 standard-sized pieces of luggage (about 26-inch (diagonal) x 8-inch (height)). For private-hire vehicles, the car boot space varies depending on the vehicle model and the actual use of the boot space by the driver. If the passengers' luggage or belongings do not fit within the available boot space, the driver has the right to cancel the booking.
- 2.12 For taxi vehicles, pets are allowed on board with the condition that they are caged or muzzled for the entire duration of the journey. Guide dogs for the visually disabled, are exempted from this clause. For private-hire vehicles, no pets are allowed on board. If passengers do not adhere to the requirements of this clause, the driver has the right to cancel the booking.
- 2.13 A 3-minute grace period is provided at pick-up locations and any intermediary stop, commencing from the time that the driver arrives at the pick-up location. In the event that the driver has reached the pick-up location and has waited for passengers beyond the grace period, the driver has the right to cancel the booking.
- 2.14 Any additional fees, including but not limited to entry fees, parking fees, ERP and toll charges etc., that are incurred either en-route to the pick-up location or en-route to the drop-off point, will be borne by the passenger.
- 2.15 Passengers who are below 1.35m, are required to take either private-hire vehicles with a child seat/child restraint seat or taxi vehicles. In the event that a passenger books a private-hire vehicle with no child seat, the driver has the right to cancel the booking.
- 2.16 If the number of passengers boarding the vehicle exceeds the stated seating capacity for each vehicle type as stated on CDG Zig, the driver has the right to cancel the booking.
- 2.17 Regarding the addition of stops:

- (a) For metered fare bookings, there are no additional charges, even if the stops are not indicated in the booking.
  - (b) For flat fare bookings, the driver may charge an additional \$5 for every additional stop or distance traveled for 5km thereafter or less. The charge is only applicable for stops that are not indicated in the booking details.
- 2.18 Where a pick-up or drop-off address has a designated pick-up point or drop-off point (as the case may be), passengers will be picked up or dropped off at the designated pick-up point or drop-off point in respect of that address (which may be of the same postal code as or different postal code from the designated pick-up or drop-off point), even if the booking indicates a different level or pick-up or drop-off point.
- 2.19 Where a pick-up or drop-off address does not have any designated pick-up or drop-off point, passengers will be picked up or dropped off (as the case may be) at street level (which may be of the same postal code as or different postal code from the pick-up or drop-off address), regardless of whether the address selected in the booking is at a higher or lower floor.
- 2.20 Where the applicable pick-up or drop-off point is deemed by the driver to be unsafe or inaccessible, the driver reserves the right to pick up or drop off (as the case may be) passengers at the nearest safe and permissible location.
- 2.21 If a passenger requests for any deviation to the applicable pick-up point or drop-off point in respect of his/her booking, the driver may but is not obliged to accede to any such request. In acceding to any such request, the driver may impose an additional charge of \$5 per deviation (except where the requested pick-up or drop-off point (as the case may be) is within 200 metres of and on the same level as the applicable pick-up or drop-off point). A deviation in pick-up point and a deviation in drop-off point for the same booking are considered two deviations for which two separate deviation charges may be levied by the driver. The driver is required to inform the passenger of the additional charges and obtain the passenger's agreement to the charges before changing the pick-up or drop-off point and imposing the additional charges. In the event that the passenger is not agreeable to the additional charge, the driver shall keep to the applicable pick-up point or drop-off point (as the case may be).
- 2.22 To the fullest extent permitted by law, the driver shall not be liable for any loss, theft or damage of or to any of your belongings or personal effects or any items brought onboard the vehicle.

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

- 3.1 Without prejudice to the generality of the other terms of this Agreement, we and the ComfortDelGro Group shall not be responsible nor liable for any Losses suffered by you in relation to:
- (a) your use of the ride-hailing services arising from or attributable to:
    - (i) 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;
    - (ii) 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
    - (iii) 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;

- (b) any transportation services provided by third-party drivers of taxis or private-hire cars, and/or any acts or omissions of any such drivers. Without prejudice to the foregoing, you acknowledge and accept that we do not guarantee or warrant the quality, safety, reliability or suitability of any such drivers and their services; and/or
- (c) any loss, theft or damage of or to any of your belongings or personal effects or any items brought onboard the vehicle.

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 or any transportation 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 contact number) to provide the ride-hailing services. Further, you agree that we may disclose your Personal Data (such as your contact 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 purported use of ride-hailing services or any transportation 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.

**SCHEDULE 3**  
**AIRPORT TRANSFER TERMS**

**1. GENERAL**

- 1.1 In addition to the T&Cs, the terms and conditions in this Schedule ("**Airport Transfer Terms**") apply in respect of your booking, access and/or use of the airport transfer services which may be available for booking via the Platform (the "**Airport Transfer Services**").
- 1.2 You acknowledge and agree that the Airport Transfer Services are provided by SmartRyde, Inc ("**SmartRyde**"), and that any contract for the Airport Transfer Services is between you and SmartRyde. SmartRyde shall be responsible for the Airport Transfer Services and any rights, obligations, and/or liabilities in respect of the Airport Transfer Services. Consequently, the words "us", "we" or "our" and the like in these Airport Transfer Terms means SmartRyde. For the avoidance of doubt, notwithstanding anything in the Airport Transfer Terms and to the fullest extent permitted law, ComfortDelGro Group shall not be liable or responsible for any acts, omissions, defaults or negligence of SmartRyde or any of its service providers or drivers or for any Losses caused by SmartRyde or any of its service providers or drivers.
- 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 the Agreement.
- 1.4 Unless otherwise defined in the Airport Transfer Terms, capitalised terms herein shall have the same meaning given to them in the T&Cs.

**2. USE OF AIRPORT TRANSFER SERVICES**

- 2.1 You must have a valid booking to use the Airport Transfer Services. A valid booking is a booking for which you have received confirmation that the booking is successful through the Platform.
- 2.2 You are responsible for providing complete and accurate booking details.
- 2.3 All passengers must wear a seatbelt where available.
- 2.4 All bookings must be made in advance.
- 2.5 It is the responsibility of the passengers to wait for the airport transfer driver at the designated pick-up location at the designated pick-up time. For pick-ups from the airport, a maximum waiting time of 60 minutes from the passenger's flight arrival time (in respect of the flight specified in the booking) is permitted. For pick-ups from any location (other than the airport), a maximum waiting time of 15 minutes from the pick-up time is permitted. If any of the passengers are not at the pick-up location prior to the expiry of the relevant waiting time, this will be treated as a Passenger No-Show. There shall be no refund for any Passenger No-Show.
- 2.6 In the event of a no-show by the airport transfer driver, a refund of the amount paid by you for the booking (less any applicable bank charges) will be given, provided that SmartRyde determines that the no-show was due to the fault of SmartRyde and/or the airport transfer driver. Any decision of SmartRyde as to the entitlement to a refund under this Clause 2.6 shall be final and binding on you.
- 2.7 The passenger and luggage capacity vary depending on the vehicle booked. In the event that the passenger capacity or luggage capacity is exceeded, SmartRyde reserves the right to refuse service for the excess passengers or luggage (as applicable), and no refund will be provided in such circumstances.

- 2.8 Except where expressly provided otherwise in this Schedule, to the fullest extent permitted by law, SmartRyde and the ComfortDelGro Group will not be liable for any costs incurred by you or any third party as a result of cancelled or delayed services or no-show, including but not limited to direct or indirect, special or consequential loss or damages or the cost of alternative travel arrangements, including without limitation, for any failure to meet a subsequent journey on any form of transport.
- 2.9 Luggage and oversized items (including bicycles and wheelchairs) are not permitted. SmartRyde reserves the right to refuse the carrying on board of any items due to lack of capacity or on any other ground and shall not be liable for any Losses arising out of or in connection with such refusal. Passengers are solely responsible for all items brought on board. SmartRyde and the ComfortDelGro Group shall not be liable for any loss, theft, or damage of or to any personal effects or other items brought on board.
- 2.10 The following are strictly prohibited in the airport transfer vehicle: (i) food and/or drink consumption; (ii) alcohol consumption; (iii) durians; (iv) smoking; (v) flammable items; and (vi) animals (including without limitation pets).
- 2.11 SmartRyde reserves the right to charge you an additional amount for cleaning or repair of the airport transfer vehicle, where damage or soiling is caused by any person who uses the Airport Transfer Services booked by you. Such additional amount shall be determined by SmartRyde in its sole and absolute discretion and shall be paid by you to SmartRyde immediately upon demand.
- 2.12 SmartRyde may, in its sole and absolute discretion and without liability to you or any third party, refuse carriage to passengers, or remove passengers from the airport transfer vehicle if, in its opinion, the person:
- (a) is or appears to be under the influence of drugs or alcohol to such a level that they may pose a threat to themselves, to others or to property;
  - (b) is objectionable, violent, aggressive, disorderly or unruly towards other persons;
  - (c) is causing discomfort or offence to other persons, including passengers;
  - (d) brings on baggage or other items that may put the safety of the vehicle or the safety or health of any person in danger or at risk;
  - (e) violates any law or is suspected of violating any law;
  - (f) fails to comply with the Airport Transfer Terms; and/or
  - (g) fails to comply with any reasonable instruction of the driver of the vehicle.

### **3. PAYMENTS, CANCELLATIONS AND NO-SHOWS**

- 3.1 Full payment for the booking will be deducted immediately upon booking.
- 3.2 You acknowledge and agree that SmartRyde may, in its sole discretion and at any time, cancel or terminate, any booking or transaction for Airport Transfer Services, whether or not the booking or transaction has been confirmed or entered into, without liability to you or any third party, save that you will be refunded the amount paid by you for the booking (less any applicable bank charges) in the event that SmartRyde cancels or terminates the booking or transaction.
- 3.3 There shall be no refund for any cancellation by you after the payment is made, unless such cancellation is made more than 24 hours before your pick-up time.
- 3.4 No changes to your booking are allowed unless agreed to by SmartRyde. Any changes agreed to by SmartRyde may be subject to additional charges.
- 3.5 In the event that your payment is unsuccessful or any payment required is not received within such time as prescribed by SmartRyde (or is subsequently cancelled or disputed by you), SmartRyde may in its sole discretion, and without prejudice to its other rights and remedies available at law or in equity, refuse to accept, or cancel or terminate, any booking or transaction,

whether or not such booking or transaction has been confirmed or entered into, without liability to you or any third party.

- 3.6 You will be notified of any changes to your booking (including any cancellation of the booking) via the email address given by you during your booking and via the Platform. It is your responsibility to check your email inbox / spam folder and the Platform for any such notifications and neither SmartRyde nor the ComfortDelGro Group will be liable for any Losses suffered or incurred by you or any third party arising out of or in connection with you not reading such notifications.

#### **4. PERSONAL DATA**

- 4.1 Without prejudice to the generality of Clause 7.1 of the T&Cs, you agree that SmartRyde and the ComfortDelGro Group may use and disclose your Personal Data (such as your contact number) to process your booking and provide the Airport Transfer Services. Further, you agree that SmartRyde and the ComfortDelGro Group may disclose your Personal Data (such as your name, contact number, email address and flight details) to a transport service provider to facilitate the fulfillment of your booking.

#### **5. INDEMNITY AND EXCLUSION OF LIABILITY**

- 5.1 You hereby undertake to ensure that all persons who use the Airport Transfer Services booked by you comply with the Agreement (including the Airport Transfer Terms). You unconditionally undertake to indemnify, defend and hold the ComfortDelGro Group, SmartRyde and 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, the ComfortDelGro Group, SmartRyde or any Indemnitee, and which arise (whether directly or indirectly) out of or in connection with (i) the use of the Airport Transfer Services by you or any of the persons who use the Airport Transfer Services booked by you; and/or (ii) any breach of the Agreement by you or any such persons.
- 5.2 To the maximum extent permissible by law, SmartRyde and the ComfortDelGro Group shall not be liable for any direct, 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 Airport Transfer Services, whether in contract, tort or otherwise.
- 5.3 Except as may be expressly set forth herein, all warranties, whether express or implied, statutory or otherwise, are hereby excluded to the fullest extent permitted by law.
- 5.4 This Clause 5 shall survive the termination or expiration of the Agreement (howsoever caused).

#### **6. CUSTOMER SUPPORT**

- 6.1 For customer support, including lost and found, please use the 'Report an issue' feature on the Booking Details page on the Platform.