

SMRT Book a Taxi app – USER AGREEMENT

Version date: 1 October 2015

PLEASE READ THE TERMS AS HEREAFTER SET FORTH (“AGREEMENT”) CAREFULLY BEFORE INSTALLING OR USING THE SMRT Book a Taxi app (“APP”). BY INSTALLING OR USING THIS APP ON YOUR DEVICE (“DEVICE”) AND REGISTERING AS A USER OF THE APP, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This Agreement is made between SMRT Corporation Ltd (“SMRT”, “us” or “we” as the case may be) and you with respect to your use of the App and any functionalities, services or features offered via or in connection with the App, and references in this Agreement to the use of the App extend to the use of such functionalities, services or features as well. You are not eligible to use this App without our consent if you are under 18 years of age.

We may from time to time update the terms of this Agreement by posting an update to this App. By your continuing to use this App after any such amendment, you agree to be bound by the Agreement as so amended.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ARE INELIGIBLE TO USE THIS APP, PLEASE UNINSTALL AND DO NOT USE THIS APP.

1. **Your Use of the App**

- 1.1 Subject always to your continuing compliance with the terms of this Agreement, we agree to grant you a non-transferable, non-exclusive licence to use the App insofar as owned by and licensed through us on the Device and only for your own personal purposes, on and subject to the terms of this Agreement. All other rights not expressly granted to you are reserved.
- 1.2 You acknowledge that all right, title and interest in and to the content displayed on the App, including without limitation the App's look and feel, data, information, text, graphics, images, designs, trademarks, trade names, URLs and content provided by third parties that are licensed to us (individually or collectively, the "**Content**") is owned by us or our third party licensors (as may be applicable).
- 1.3 Without prejudice to the generality of the foregoing, you may not (and may not, knowingly or otherwise, authorise, allow or assist any third party to):
 - (a) modify or adapt the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other app, programs or other platforms created by you;
 - (b) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the App or any components thereof;
 - (c) provide or otherwise make available the App in whole or in part (including object and source code) in any form to any person without our prior written consent;
 - (d) communicate, copy, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, license, sublicense or create derivative works or adaptations based on the whole or any part of the App;

- (e) use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or in contravention of any applicable laws, including in infringement of our intellectual property rights or those of any third party in relation to the App;
- (f) use the App in a way that could damage, disable, impair or compromise the App (or the systems or security of the App or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of SMRT; nor
- (g) use any automated process or service to access and/or use the App.

Nothing herein prohibits your exercise of any express statutory rights you may have under applicable law in relation to the App.

1.4 You further agree and acknowledge that:

- (a) it shall be your sole responsibility to, at your own cost:
 - (i) obtain all necessary hardware, software and communications services necessary for your use of the App; and
 - (ii) install antivirus or other mobile security software to protect against any security or other vulnerabilities which may arise in connection with the use of the App;
- (b) the licences granted herein do not confer on you any rights to use “SMRT”, , , and any other logos, service marks, slogans, designations and other proprietary indicia used as part of the App (collectively “**Trade Marks**”), all of which are and remain the property of SMRT.
- (c) we shall have the right to:
 - (i) automatically update the App and its components on your Device, add or remove functionalities, features or services (collectively, “App Functions”), vary or impose user account rights, resource limits or fees or suspend or terminate App Functions and/or user rights;
 - (ii) deny or restrict access to this App or any App Functions whether to any user or generally, or to block access from or to any resources, at any time, without ascribing any reasons whatsoever; and

in any such event, you agree that no claims shall lie against us or our agents or our service providers in connection therewith.

1.5 You acknowledge and agree that this App may use transmissions over the Internet which are never completely private or secure. You understand that any personal data or information which you send in the course of the use of the App may be made public on the App, and also read or intercepted by others. Use of the App is entirely at your own risk.

1.6 The App may also use digital certificates. You are solely responsible for deciding whether or not to rely on such certificates and your reliance on any digital certificates is at your sole risk.

1.7 You further acknowledge that the App is 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 the App or the App Functions could lead to death, personal injury, or otherwise result in significant financial loss or business interruption.

2. **Privacy Statement**

2.1 It is a continuing condition of your use of the App that you agree to the terms of our privacy statement as amended from time to time, available at www.smrt.com.sg/privacystatement.aspx ("Privacy Statement"), the terms of which are also incorporated into this Agreement by reference and apply to your use of the App.

2.2 By using this App, in addition to the matters set out in the Privacy Statement, you consent to us collecting, using or disclosing your personal data for the following purposes:

- (a) to provide you with the App Functions;
- (b) to handle administrative matters related to your taxi booking, including (but not limited to) providing the taxi driver your contact number and informing the taxi driver of your location;
- (c) to communicate with you to inform you of changes to the App, the App Functions or our policies, terms and conditions and other administrative information; and
- (d) such other purposes as may be reasonably related to the above.

2.3 If in connection with your use of the App, you provide us with the personal data of any third parties, you warrant and represent that the said third parties have also consented to the terms of the Privacy Statement, the matters set out in Clause 2.2, and to the collection, use and disclosure of their personal data in accordance with the aforesaid.

2.4 You warrant and represent to us that all personal data which is submitted to us by you through your use of the App is complete, accurate, true and correct.

3. **Payment**

3.1 By using this App, you agree to pay the prevailing applicable booking fee for taxis booked by you under the App in addition to the taxi fares incurred by you for your journeys and any fee or levy now or hereafter imposed by the law or required to be paid in respect of any monies payable to or receivable by us or any expenses incurred by us hereunder in relation to your journeys. You may refer to the following URL: www.smrt.com.sg/Journey-with-Us/Fares-Claims#TaxiFares for the applicable rates and fares of our taxi services.

4. **Disclaimer of Warranties and Liability**

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

- (a) the App (together with any App Functions) or other content or information provided via the App) are provided on an "as is" and "as available" basis, with all faults and without warranty of any kind. Your use of the App is at your own risk and you are responsible for compliance with all applicable laws;
- (b) we do not warrant that the App Functions contained in or performed, provided or enabled by or through the App will meet your requirements, that the operation of the App will be

uninterrupted or error-free, or that defects in the App will be corrected. Without prejudice to the foregoing, SMRT does not warrant and hereby disclaims any representation, warranty or term with respect to the App, whether express, implied or statutory, including but not limited to:

- (i) merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third party rights, or as to the accuracy, correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third party rights in connection with the App or App Functions;
- (ii) the App or any App Functions associated therewith being uninterrupted or error-free, or that defects will be corrected or that this App and any related computer system is and will be free of all viruses and/or other harmful elements;
- (iii) the App or any App Functions will at all times be available and/or accessible;
- (iv) non-interference with your enjoyment of the App;
- (v) the App being compatible or working with any third party software, applications or third party services.

4.2 You expressly acknowledge and agree that, to the maximum extent permitted by applicable law, use of the App and any App Functions performed by or accessed through the App is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

5. **Indemnity**

5.1 You agree to fully indemnify and hold harmless SMRT, our affiliates, officers, employees, agents and service providers (collectively, the "**Indemnitees**") from and against any claim, demand, loss, damage, cost, or liability (including legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from (a) your breach of this Agreement; (b) your access or use of the App and the App Functions; (d) 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; (e) your breach of any rights of any other person.

5.2 This clause shall survive the termination or expiration of this Agreement (howsoever caused).

6. **Limitation of Liability**

6.1 To the maximum extent allowed under applicable law:

- (a) SMRT, our affiliates, members, officers, employees, agents, partners and service providers shall not be liable for any claim, damage or loss of any kind of any nature whatsoever caused and howsoever arising as a result (direct or indirect) of or otherwise in connection with your use of or reliance on the App, including but not limited to:
 - (i) any claim, damage or loss suffered (whether incidental, special, indirect or consequential) as a result of or in connection or in reliance of any information made available or accessed on or through the App or contained in or available from the App or any incorrect or inaccurate information which may be provided by you to us via the App or any failure by SMRT to provide you with a taxi within a stipulated time;

- (ii) any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity or any business interruption or any other commercial damages or losses arising out of or related to your use or inability to use the App or any delays or failure in delivery of electronic communications, or interception or manipulation of electronic communications by third parties or by computer programs howsoever caused, regardless of the theory of liability (contract, tort or otherwise) regardless of the cause thereof and even if we have been advised of the possibility thereof.

7. **Termination**

- 7.1 We reserve the right to terminate or suspend your use of the App without prior notice to you, at any time and for any or no reason. Without limiting the foregoing, if you breach this Agreement, or conduct yourself in a manner that we deem to be detrimental to the integrity, security and operation of the App or any information systems connected or in operation with the same, we reserve the right to suspend or permanently terminate your access to the App for any reason in our sole and absolute discretion.
- 7.2 You agree and acknowledge that any suspension or termination of your access to the App may be effected without prior notice, and agree that App may immediately deactivate.

8. **General**

- 8.1 This Agreement constitutes the entire agreement between you and SMRT relating to the App and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding on SMRT unless in writing and signed by SMRT's authorised representatives.
- 8.2 Any translation of this Agreement is only for informal guidance, and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.
- 8.3 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 8.4 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 8.5 Except for the Indemnitees referred to in clause 5, a person who is not a party to the Agreement shall have no right to enforce or enjoy the benefit of any term of this Agreement under the Contracts (Rights of Third Parties) Act (Chapter 53B). Notwithstanding any term of this Agreement, the consent of any person who is not a party to the Agreement is not required to rescind or vary this Agreement at any time.

9. **Governing Law**

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