



Terms and Conditions : RSVP

1. NETS FLASHPAY RETAILER STORED VALUE PROGRAMME

1.1. The NETS Retailer Stored Value Programme is a value-added service of the NETS FlashPay and leverages on the NETS FlashPay platform to provide an electronic means for the NETS Cardholder to purchase and store a Merchant's pre-paid programme in the NETS FlashPay to redeem Deals.

2. USE OF THE NETS FLASHPAY RETAILER STORED VALUE PROGRAMME

2.1. The NETS Cardholder may use the NETS FlashPay for the purchase and redemption of Deal(s), subject to these Terms of Service and in addition to the General T&C. In the event of any conflict between this Terms of Service and the General T&C in relation to the Retailer Stored Value Programme, this Terms of Service shall prevail to the extent of the conflict or inconsistency. Unless otherwise provided in this Terms of Agreement, the General T&C shall continue to apply.

2.2. Each NETS FlashPay with the RSVP logo can store up to twenty (20) unique Merchant Programs. All E-Vouchers are only redeemable for Merchants located in Singapore and are only meant for the purchase, redemption and use in Singapore. The NETS Cardholder is required to present the NETS FlashPay to purchase, top up and/or redeem the Deal.

2.3. During the purchase of a Deal, where the NETS FlashPay is used as a means for payment and/or redemption of the Deal, the Stored Value of the NETS FlashPay shall be reduced by the payment of the transaction amount. Where the Stored Value of the NETS FlashPay is insufficient or has been exhausted, the NETS Cardholder cannot present another NETS FlashPay to pay for the remaining balance of the Deal, and must top up the initial NETS FlashPay to proceed to purchase the Deal.

2.4. The NETS Cardholder shall not be entitled to the issuance of any new Deals by the Merchant, and/or top up the NETS FlashPay if the NETS FlashPay has a NETS FlashPay Validity Period of three (3) months or less. However, where the NETS Cardholder has outstanding and valid Deals and/or E-Vouchers in the NETS FlashPay ('Outstanding RSVP'), the NETS Cardholder shall still be entitled to redeem such Outstanding RSVP after the NETS FlashPay Validity Period and/or after the NETS FlashPay has been refunded. Further and in addition to Clause 8 of the General T&C:

- a. where the NETS Cardholder has obtained a NETS/Immediate Cash Refund via any NETS Customer Service Centre, local bank Automated Teller Machine or TransitLink's ticket office, the NETS Cardholder can continue to use the refunded NETS FlashPay to redeem all Outstanding RSVP; or
- b. where the NETS Cardholder opts for a deferred refund via any NETS Customer Service Centre, it is recommended that the NETS Cardholder redeem all Outstanding RSVP prior to making the submission for a deferred refund. In the event that the NETS Cardholder

Network For Electronic Transfers (Singapore) Pte Ltd

fails to redeem all Outstanding RSVP prior to the deferred refund, NETS shall deactivate the RSVP function in the NETS FlashPay and furnish the NETS Cardholder with a letter for the Outstanding RSVP for each relevant Merchant via registered mail ('Redemption Letter'). The NETS Cardholder can proceed to use the Redemption Letter(s) to redeem all Outstanding RSVP from the relevant Merchant(s), subject always to the terms and conditions specified by the Merchant.

2.5. Notwithstanding the aforesaid, NETS or the Merchant may reject the redemption and/or purchase of a Deal if:

- a. the NETS FlashPay is suspected by NETS and/or the Merchant to be a counterfeit, or to have been fraudulently or illegally issued or revalued, or to have been stolen or tampered with in any way;
- b. there is any breakdown in the CashCard System or part thereof which disables a Merchant from accepting or processing the NETS FlashPay as a means of effecting payment and/or redemption of a Deal;
- c. NETS determines that the use of the NETS FlashPay poses a risk in the CashCard System; or
- d. NETS determines that the Stored Value in the NETS FlashPay is incorrectly or erroneously stated or reflected in the NETS FlashPay or any records as having a higher or other value than its actual value due to any defect, damage, error or failure of, or programming in relation to, the CashCard System (including any data processing system or network system) or for any reason.

2.6. The NETS Cardholder acknowledges and agrees that:

- a. Deals are subject to the terms and conditions specified by the Merchant;
- b. Deals may not be transferred from an expired NETS FlashPay to a new NETS FlashPay;
- c. any queries, reservations or redemptions relating to the Deals shall be referred to and shall be made with the Merchant;
- d. all E-Vouchers shall be used within the validity period determined by the Merchant. NETS shall not be responsible for the NETS Cardholder's failure to utilise the E-Voucher and/or redeem the Deal before the expiry date;
- e. the Merchant is solely responsible for the sale, provision and/or delivery of the goods and services under the relevant Merchant Program. NETS is not an agent of the Merchant and neither NETS, nor any of their officers, employees or agents shall be liable in any way for the goods and services sold or provided by the Merchant under the relevant Merchant Program, including any defect, damage, quality, failure or unavailability of or relating to the goods purchased from or services provided by the Merchant under the relevant Merchant Program, or for any other disputes concerning the said goods or services;

- f. all enquiries, disputes or complaints concerning the Merchant's Deals, Merchant Program and/or incorrectly activated Merchant Program shall be resolved directly with the Merchant, and NETS shall not be liable for nor in any event be required to respond to and/or resolve any enquiry, dispute or complaint;
 - g. in the event that the NETS FlashPay is defective and the Merchant is unable to use the NETS Cardholder's NETS FlashPay to issue, top up, redeem and/or settle the RSVP, the Merchant may direct the NETS Cardholder to NETS on a case by case basis to resolve the defect;
 - h. in the event that the Merchant Program is not stored in the NETS Cardholder's NETS FlashPay due to the RSVP being corrupted, the Merchant may:
 - i. where the NETS FlashPay is a co-brand card that is issued by the Merchant, hold the NETS FlashPay and work together with NETS on a case by case basis to address the issue and respond to the NETS Cardholder; or
 - ii. where the NETS FlashPay is an anonymous card that is not issued by the Merchant, direct the NETS Cardholder to NETS on a case by case basis; and
 - iii. Where the NETS FlashPay is a co-brand card issued by a bank, in the event that the bank replaces the co-brand card due to it being defective, the Outstanding RSVP in the defective co-brand card will not be transferred to the replacement co-brand card. Any Outstanding RSVP in the defective co-brand card shall be redeemed by the NETS Cardholder where possible. In the event that it is not possible to redeem the Outstanding RSVP from the defective card, NETS shall furnish the NETS Cardholder with a Redemption Letter. The NETS Cardholder can proceed to use the Redemption Letter(s) to redeem all Outstanding RSVP from the relevant Merchant(s), subject always to the terms and conditions specified by the Merchant.
- 2.7. The NETS Cardholder agrees that upon his use of the NETS FlashPay as a means for payment and/or redemption of the Deal, the Merchant is entitled to deduct payment for the goods and services sold or provided by it from the Stored Value, in such manner as may be determined by NETS and the Merchant.
- 2.8. The NETS Cardholder consents NETS to collect, use and disclose and/or process certain personal data or personal information for the purposes of and in connection with:
- a. managing, operating, administering and/or terminating the RSVP; and
 - b. complying with applicable law in managing, operating, administering and/or terminating the RSVP, including but not limited to, the PSO Act.
- 2.9. For the avoidance of doubt, in the event that Singapore personal data protection law permits NETS to collect, use and/or disclose your personal data without the NETS Cardholder's consent, such permission granted by law shall continue to apply.



3. DEFINITIONS

3.1. The following expressions shall have the meanings set out opposite them:

‘CashCard System’ The computerised system owned, operated and managed by NETS whereby, inter alia, payment for, and/or redemption of, a Deal may be effected by a NETS Cardholder using the NETS FlashPay.

‘Deal’ Shall mean goods or services that are provided by the Merchant at a promotional or discounted price in accordance with the Merchant Program.

‘E-Voucher’ Means an electronic voucher which is stored in the RSVP in the NETS FlashPay to enable the NETS Cardholder to redeem the relevant Merchant Program and/or Deal from the relevant Merchant.

‘General T&C’ Means the Terms and Conditions Governing the Use of the NETS FlashPay .

‘Merchant’ A merchant, vendor, distributor, reseller, supplier or service provider participating in NETS’ RSVP.

‘NETS’ Network for Electronic Transfers (Singapore) Pte Ltd, a company incorporated in the Republic of Singapore and having its registered office at 298 Tiong Bahru Road, #04-01/06, Central Plaza, Singapore 168730, and its successor-in-title.

‘NETS Cardholder’ Holder of a NETS FlashPay (excluding persons who are appointed or authorised to sell the NETS FlashPay, effect top-ups or refunds, or replace the NETS FlashPay).

‘NETS FlashPay’ A stored value facility (as defined under the PSO Act) which is issued with NETS’ brand name, trade mark and/or logo ‘NETS FlashPay’, and in addition to its uses set out in the General T&C, is also used as a electronic wallet to store the E-Vouchers for the Merchant Program.

‘Retailer Stored Value Programme’ or ‘RSVP’ A closed loop stored value programme on the NETS FlashPay facility owned, operated and managed by NETS which allows Merchants to implement the relevant Merchant Program(s) for NETS Cardholders to pay for and/or redeem Deals.

‘Merchant Program’ The program subscribed to by the Merchant to offer the relevant Deals to the NETS Cardholder. Each Merchant may implement up to one (1) Prepaid Dollar Program and six (6) Prepaid Item Programs in the NETS FlashPay.

‘Prepaid Dollar Program’ The Prepaid Dollar Program allows the NETS Cardholder to purchase a prepaid value of up to \$500 to be used for the purpose of redeeming the Merchant’s Deals.



'Prepaid Item Program' The Prepaid Item Program allows the NETS Cardholder to purchase a particular prepaid item at a promotional or discounted price.

'Stored Value' The monetary value paid in advance for and stored in a NETS FlashPay or the residual value remaining therein from time to time which may be used by a NETS Cardholder for the payment and/or redemption of a Deal.

3.2. Words importing the singular include the plural and vice versa and, words importing a gender include every gender. References herein to Clauses shall mean the clauses of these Terms.