

Terms and Conditions Governing the Use of FlashPay Card

1. DEFINITIONS

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

"Safeguarding Institutions"	DBS Bank Ltd, Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited collectively and their respective successors-in-title.
"ATM"	Any Automated Teller Machine in the ATM Network installed by any of the Safeguarding Institutions.
"ATU T&C"	The conditions, attached hereto as Annex B, as varied or amended from time to time by NETS, which govern the use of the ATU Facility.
"CashCard Services"	Goods or services provided by the Service Providers (excluding Transit Services) and/or any other services provided by the Safeguarding Institutions/NETS from time to time through or via the NETS FlashPay, including but not limited to the transfer of funds between the NETS FlashPay and the NETS Cardholder's bank account held with any of the Safeguarding Institutions.
"CashCard System"	The computerised system owned, operated and managed by NETS whereby, inter alia, payment for, or a transaction of, CashCard Services and/or Transit Services may be effected by a NETS Cardholder using the NETS FlashPay.
"Customer Service Points"	The points designated by NETS for top-up or refund on NETS FlashPay and provision of other services as may from time to time be determined by NETS in its sole discretion.
"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, #06-01, Central Plaza, Singapore 168730, and its successor-in-title.
"NETS ATU - by GIRO Facility"	Cardholder whereby a NETS FlashPay can be topped up for a sum which is selected by the NETS Cardholder automatically by any Public Transport System's fare device or such other device authorized by NETS when the remaining value in the NETS FlashPay is equal or less than the minimum value. Cardholder whereby a NETS FlashPay can be topped up for a sum which is selected by the NETS Cardholder automatically by any Public Transport System's fare device or such other device authorized by NETS when the remaining value in the NETS FlashPay is equal or less than the minimum value.
"NETS Cardholder"	Holder of a NETS FlashPay (excluding persons who are appointed or authorized to sell the NETS FlashPay, effect top-ups or refunds, or replace the NETS FlashPay).
"NETS FlashPay"	An E-Money facility (as defined under the PS Act) which is issued with NETS' brand name, trademark and/or logo "NETS FlashPay" and in addition to its use for payment of CashCard Services, is also used as a ticket and as a means of payment for Transit Services in the Public Transport System.
"PS Act"	The Payment Services Act 2019 including any amendments and supplements thereto from time to time.
"Public Transport System"	The public bus and rail systems from time to time operated by SBS Transit Ltd, SMRT Trains Ltd, SMRT Buses Ltd, SMRT Light Rail Pte Ltd and such other persons as may be specified by TLPL from time to time.
"Service Providers"	Such service providers as designated by NETS from time to time which accept payment for goods and services by NETS FlashPay, as determined by NETS.

"E-Money"	Has the same meaning under section 2 of the Act and is the electronically stored monetary value paid for in advance 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 for or a transaction of CashCard Services and/or Transit Services.
"Terms"	These Terms and Conditions as varied or amended from time to time by NETS.
"Terminals"	The terminals designated by NETS for NETS FlashPay transactions and provision of other services as may from time to time be determined by NETS in its sole discretion.
"TLPL"	Transit Link Pte Ltd, its successors and assigns and such other persons as may be authorized by the Land Transport Authority of Singapore from time to time.
"TLPL Conditions"	The conditions issued by TLPL, attached hereto as Annex A, as varied or amended from time to time by TLPL.
"Transit Services"	The services from time to time provided by the operators for or in connection with the transportation of passengers in the Public Transport System as well as operators of carparks and the Electronic Road Pricing system managed by the Land Transport Authority of Singapore.

2. RELATIONSHIP

2. 1. The use of the NETS FlashPay is subject to these Terms which shall bind every NETS Cardholder.
2. 2. NETS owns, operates and manages the CashCard System.
2. 3. NETS is a payment service provider holding the E-Money, paid in advance for all NETS FlashPay under the PS Act and NETS hold the E-Money, upon these Terms, and subject to these Terms, is accordingly liable to each NETS Cardholder in respect of the E-Money.
2. 4. For the avoidance of doubt, none of the Safeguarding Institutions own, operate and manage the CashCard System, or are issuers of the NETS FlashPay or the E-Money under the PS Act. None of the Safeguarding Institutions have any contractual relationship with any NETS Cardholder. However, as safeguarding institutions under the PS Act, the Safeguarding Institutions, in addition to NETS, are also jointly and severally liable to the NETS Cardholder for the refund of the E-Money of his NETS FlashPay under the PS Act and subject to these Terms.

3. LIABILITY OF NETS AND THE SAFEGUARDING INSTITUTIONS

3. 1. Subject to the provisions of these Terms, NETS, as a major payment institution and payment service provider under the PS Act, and the Safeguarding Institutions, as the safeguarding institutions under the PS Act, are only liable to a NETS Cardholder in respect of the refund of the E-Money without any interest accruing.
3. 2. "Relevant Money" means any money received by NETS from or on account of a NETS Cardholder in respect of NETS FlashPay services and that is held by NETS, but excludes any money:
 - i. paid to NETS to reduce the amount owed by that NETS Cardholder to NETS;
 - ii. repaid by NETS to that NETS Cardholder;
 - iii. paid to NETS or which NETS has informed that NETS Cardholder will be used, to defray any fee or charge imposed by NETS for providing the NETS FlashPay services to that NETS Cardholder ;
 - iv. paid to and received by a recipient in accordance with instructions provided by that NETS Cardholder to NETS;

- v. paid to any other person that is entitled to the money.

All your Relevant Money will be safeguarded by an undertaking from the Safeguarding Institutions to be fully liable to you for the Relevant Money.

4. ISSUANCE AND PURCHASE OF NETS FLASHPAY

- 4. 1. The NETS FlashPay may be purchased by any person at a non-refundable cost of S\$5.00 and for such other fees or charges, if any, as may be imposed from time to time by NETS. The NETS Cardholder shall examine the NETS FlashPay upon its issue and each time, he tops up the NETS FlashPay and shall be solely responsible for ensuring that the E-Money therein is accurate and corresponds to the amount paid or topped up on the NETS FlashPay. NETS, the Safeguarding Institutions and their respective officers, employees and agents shall not be liable for any error or omission not drawn to their attention upon the issuance or top-up of the NETS FlashPay.
- 4. 2. The purchase of a NETS FlashPay and/or the subsequent use thereof by a NETS Cardholder shall be deemed to be acceptance by the NETS Cardholder of:
 - 1. these Terms and any variation or amendment thereto which may be made from time to time by NETS without reference or notice to a NETS Cardholder;
 - 2. such notices, guidelines, rules and directions in respect of the use of a NETS FlashPay as prescribed/published by NETS from time to time; and
 - 3. the TLPL Conditions.
- 4. 3. The maximum stored value limit of each NETS FlashPay shall be S\$500.00.

5. NETS FLASHPAY TRANSACTIONS

- 5. 1. The NETS FlashPay shall be used as a means of payment for or a transaction of CashCard Services and/or Transit Services. During such payments or transactions, the E-Money in the NETS FlashPay shall be reduced by the payment or transaction amount. The E-Money shall also be reduced by deductions made hereunder.
- 5. 2. Notwithstanding the aforesaid, NETS or any Service Provider may reject the use of the NETS FlashPay for effecting payment for, or a transaction, of CashCard Services and/or Transit Services if:
 - 1. the NETS FlashPay is suspected by NETS, TLPL and/or any Service Provider 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;
 - 2. the NETS FlashPay has expired;
 - 3. the E-Money of the NETS FlashPay is insufficient or has been exhausted;
 - 4. there is any breakdown in the CashCard System or part thereof which disables a Service Provider from accepting or processing the NETS FlashPay as a means of effecting payment or a transaction; or
 - 5. NETS determines that the use of the NETS FlashPay poses a risk to the CashCard System; or
 - 6. NETS and/or the Safeguarding Institutions determine that the E-Money 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 the network system) or for any reason.

and NETS, the Safeguarding Institutions or the Service Providers shall not be liable for any loss, cost or damage suffered, if any, by the NETS Cardholder as a result thereof.

5. 3. Neither NETS, the Safeguarding Institutions nor any of their officers, employees or agents shall be liable in any way for the goods and services sold or provided by the Service Providers including any defect, damage, quality, failure or unavailability of or relating to the goods purchased from or services provided by Service Providers or for any other disputes concerning the said goods or services.
5. 4. The NETS Cardholder agrees that upon his use of the NETS FlashPay as a means of payment for, or a transaction of, CashCard Services and/or Transit Services, the Service Provider is entitled to deduct payment for the goods or services sold or provided by it from the E-Money, in such manner as may be determined by NETS and the Service Provider.
5. 5. The NETS Cardholder agrees that withdrawals of cash from the NETS FlashPay are prohibited.

6. CARE AND USE OF NETS FLASHPAY; LOSS OR THEFT OF NETS FLASHPAY

6. 1. The NETS Cardholder acknowledges that the NETS FlashPay is and remains at all times the property of NETS and shall:
 1. exercise all due care and diligence in the custody, care and use of the NETS FlashPay
 2. not tamper or allow anyone to tamper, with the NETS FlashPay
 3. not permit the NETS FlashPay to be used in any unauthorised manner;
 4. not intentionally deface or damage the NETS FlashPay;
 5. not affix, print or attach anything or matter onto the NETS FlashPay or otherwise alter, remove or replace any notice, logo or design on the NETS FlashPay;
 6. not use or attempt to use the NETS FlashPay through any Terminal that is malfunctioning or has broken down; and
 7. comply with all applicable laws and regulations in respect of the NETS FlashPay and the use thereof.
6. 2. The NETS Cardholder shall additionally use the NETS FlashPay in accordance with such terms and conditions as may be applicable to any specific services provided by NETS or the Service Providers.
6. 3. Except as permitted by NETS, any attempt to affix, print or attach anything or matter onto the NETS FlashPay or otherwise alter, remove or replace any notice, logo or design on the NETS FlashPay will result to damages that NETS may seek against the NETS Cardholder. NETS and the Safeguarding Institutions may in their sole discretion refuse to entertain any request from a NETS Cardholder to top up or refund the NETS FlashPay if the NETS FlashPay has been defaced in the aforesaid manner.
6. 4. If the NETS FlashPay is wilfully damaged, lost or stolen or if the NETS Cardholder is in breach of Clause 6.1 hereof, the NETS Cardholder shall not be entitled to any refund whatsoever but NETS shall be entitled to make deductions from the E-Money for transactions effected through the damaged, lost or stolen NETS FlashPay. NETS and the Safeguarding Institutions are not liable for any financial losses

incurred from the loss or theft of a NETS FlashPay and have no obligation whatsoever to prevent the use of a lost or stolen NETS FlashPay by any person other than a NETS Cardholder.

6. 5. NETS and the Safeguarding Institutions reserve the right to deal with and to take such courses of action as they may deem appropriate with respect to damaged, defective, tampered, lost, stolen or counterfeit NETS FlashPay.
6. 6. Notwithstanding anything in these Terms, the onus is on the NETS Cardholder at all times to safeguard the NETS FlashPay and ensure that it is not lost or stolen or used by any unauthorized person. Neither NETS nor any of the Safeguarding Institutions or Service Providers is under any obligation to determine whether any NETS FlashPay is stolen or is used by an unauthorized person. Each of NETS, the Safeguarding Institutions and the Service Providers shall be entitled to treat any person for the time being in physical possession and control of any NETS FlashPay as the rightful holder of the NETS FlashPay and entitled to all rights and privileges granted to a NETS Cardholder in respect of the NETS FlashPay including all rights to refund of the E-Money thereof, and shall not in any way be liable for any loss, costs, damages or prejudice suffered by any person including the rightful holder of the NETS FlashPay with respect to any transaction effected through the stolen or lost NETS FlashPay.

7. RETURN AND RETENTION OF NETS FLASHPAY

7. 1. Notwithstanding the non-refundable cost for a NETS FlashPay and such other fees or charges, if any, as may be imposed from time to time by NETS for a NETS FlashPay, the NETS FlashPay remains the property of NETS and shall be promptly returned to NETS upon request by NETS subject always to the NETS Cardholder's right to a refund of the E-Money of the NETS FlashPay in accordance with these Terms in particular Clauses 7 and 8 hereof.
7. 2. NETS, the Safeguarding Institutions, the Service Providers and their respective representatives shall be entitled without assigning any reason therefor to retain at the Terminals any NETS FlashPay which is reasonably suspected to have been fraudulently issued, stolen or tampered with.
7. 3. NETS and/or the Safeguarding Institutions may in their sole discretion retain any NETS FlashPay at the same time or after a full refund of the E-Money has been made to a NETS Cardholder and the NETS Cardholder shall have no claim whatsoever against NETS and/or the Safeguarding Institutions.

8. REFUNDS, VALIDITY & REPLACEMENT APPLICABLE TO NETS FLASHPAY

8. 1. The refund of the E-Money shall be made in accordance with such procedural or operational requirements as NETS may from time to time prescribe and failure by the NETS Cardholder to observe or comply with such procedural or operational requirements may result in delay in processing any refund. Cash refunds of E-Money will not be permitted.

8. 2. Notwithstanding anything herein contained, NETS and/or the Safeguarding Institutions shall not be liable to make a refund of the E-Money if:

1. the NETS FlashPay is not presented by the NETS Cardholder at the time of a request for a refund;

2. the encoded data in the NETS FlashPay or any part thereof is erased, altered or tampered with as determined by NETS and/or the Safeguarding Institutions;
 3. the encoded data in the NETS FlashPay and/or its external card number are not readable for any reason as determined by NETS and/or the Safeguarding Institutions;
 4. NETS and/or the Safeguarding Institutions determine that the E-Money 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 the network system) or for any reason;
 5. the NETS FlashPay has been damaged or tampered with whether intentionally or otherwise as determined by NETS and/or the Safeguarding Institutions in their sole discretion.
8. 3. The NETS FlashPay shall be valid for a period of seven years from the date of issue unless otherwise stated on the card (hereinafter called the "NETS FlashPay Validity Period"). Thereafter, the NETS FlashPay shall be deemed expired and is not valid for any use. NETS may at its sole discretion from time to time vary the NETS FlashPay Validity Period.
8. 4. Subject to these Terms, NETS and each of the Safeguarding Institutions shall be fully liable to the NETS Cardholder for the refund of the E-Money of the NETS FlashPay and the NETS Cardholder shall, subject to these Terms, have recourse to NETS and the Safeguarding Institutions for the refund of the E-Money.
8. 5. Subject to these Terms, the NETS Cardholder shall be entitled to a refund of the E-Money of the NETS FlashPay effected pursuant to Clause 8.7 hereof within two years after the NETS FlashPay Validity Period, PROVIDED THAT if a refund of the E-Money of the NETS FlashPay is requested or effected more than one year after the NETS FlashPay Validity Period, NETS shall be entitled to levy a service charge of S\$1.00 per month or such other amount as NETS may determine from time to time, such levy to be deducted monthly from the E-Money commencing the month after the expiry of the aforesaid one year until the refund of the E-Money (less such service charge) of the NETS FlashPay or when the E-Money is fully depleted, or until the 72nd Calendar month (6 calendar years), whichever is the earlier.
8. 6. The NETS Cardholder shall not be entitled to a refund of the E-Money after the lapse of two years after the NETS FlashPay Validity Period whereupon the NETS Cardholder shall have no claim whatsoever against NETS and the Safeguarding Institutions.
8. 7. Subject to the provisions of Clause 7 and Clauses 8.3 to 8.6, the NETS Cardholder may effect the refund of the E-Money:
1. at such transit stations as may from time to time be specified by NETS; or
 2. at any Customer Service Point in which event the NETS FlashPay in question shall be retained by NETS or disabled after the refund has been completed; or
 3. at such other terminal(s) or premises as NETS may from time to time specify.
8. 8. In the event NETS determines in its sole discretion that a NETS FlashPay is defective (not through any fault or act of the NETS Cardholder) during its use for payment for, or a transaction of, CashCard Services or Transit Services, NETS shall replace the defective NETS FlashPay with a new NETS FlashPay during the NETS FlashPay Validity Period at no additional charge. No replacement shall be made by

NETS for any NETS FlashPay after the expiry of the NETS FlashPay Validity Period. PROVIDED ALWAYS THAT NETS is not liable nor shall it be obliged to replace the defective NETS FlashPay with a new NETS FlashPay if:

1. the defective NETS FlashPay is not surrendered by the NETS Cardholder at the time of request for a replacement;
2. NETS or its agent(s) determine in their respective sole discretion that the defective NETS FlashPay is damaged (whether or not through the fault or act of the NETS Cardholder) by the NETS Cardholder's failure to take proper care of the card;
3. the defective NETS FlashPay is de-laminated, peeled, broken or otherwise damaged due to wear and tear or any other act;
4. the external card number of the defective NETS FlashPay is not readable for any reason as determined by NETS or its agent(s);
5. NETS or its agent(s) determine in their respective sole discretion that the NETS FlashPay is defective as a result of the improper use or mishandling of the card by the NETS Cardholder.

If any of the circumstances in (a), (b), (c), (d) or (e) occurs, NETS may in its sole discretion allow a replacement of the NETS FlashPay upon such terms as NETS may stipulate including imposing a fee or charge for the replacement.

8. 9. Pursuant to a request by a NETS Cardholder for a replacement under Clause 8.8, the defective NETS FlashPay shall be surrendered to and retained by NETS or its agent(s) at the time of the request. The determination by NETS or its agent(s) as to the amount of the E-Money of the NETS FlashPay shall, save for manifest error, be deemed conclusive and binding on the NETS Cardholder. NETS reserves the right to make adjustments or changes to such determination in the event that any subsequent or additional records received by NETS after such determination indicate a different value from the value determined by NETS at the time of replacement.
8. 10. When a replacement of a defective NETS FlashPay under Clause 8.8 is approved by NETS or its agent(s), the NETS Cardholder shall be given a new NETS FlashPay without any E-Money. The new card shall be activated by NETS and the NETS Cardholder shall top-up the card with a minimum E-Money of S\$10.00 or such other sum as may be determined by NETS. The NETS Cardholder shall complete such documentation as required by NETS or its agent(s) for the refund of the E-Money in the defective NETS FlashPay and the refund shall be made into the NETS Cardholder's bank account within fourteen working days.
8. 11. The NETS Cardholder shall not be entitled to a refund of the E-Money in cash.

9. DAMAGED NETS FLASHPAY

9. 1. In the event that the NETS FlashPay is damaged or becomes defective solely on account of normal wear and tear or otherwise through no fault of the NETS Cardholder, the NETS Cardholder shall be entitled to seek a refund of the E-Money pursuant to and in accordance with Clauses 7 and 8 hereof. Except as provided in Clause 8.6, the NETS Cardholder shall not be entitled to a replacement of his NETS FlashPay.

9. 2. Subject to Clause 9.1 above, NETS and the Safeguarding Institutions reserve the right to deal with and to take such course of action as they may think appropriate with respect to damaged, defective or tampered NETS FlashPay including but not limited to, withholding any refund of the E-Money thereof (if determinable) or otherwise.

10. DETERMINATION OF E-MONEY

10. 1. For the purpose of determining the E-Money of the NETS FlashPay in the event of a refund from NETS or any of the Safeguarding Institutions, the value as determined by NETS from either the value recorded in the NETS FlashPay or the central records of NETS shall, save for manifest error, be deemed conclusive and binding against the NETS Cardholder.
10. 2. The NETS Cardholder shall, upon receipt of the refund, be deemed to have accepted the amount thereof as entirely correct and conclusive, and agrees to discharge each of NETS, the Safeguarding Institutions and their officers, employees and agents from any loss, damage, expense and/or liability whatsoever.

11. DISCLAIMERS AND EXEMPTIONS

11. 1. Notwithstanding anything to the contrary contained herein, NETS, the Safeguarding Institutions and their respective officers, employees, contractors or agents shall not be liable in any way to the NETS Cardholder for any losses (including any indirect, special or consequential losses), damages, expenses, claims, liabilities and costs (including cost on a full indemnity basis) that the NETS Cardholder may incur or suffer in connection with or arising from:
 1. the issue or use of the NETS FlashPay;
 2. any delay, suspension, discontinuance or failure in the issuance of the NETS FlashPay;
 3. any delay or suspension in the refund of the E-Money of the NETS FlashPay;
 4. any period when the processing of the use of the NETS FlashPay for payment is unavailable due to any disruption, defect, damage, breakdown in or failure (collectively "Malfunction") of the NETS FlashPay, the Terminals and/or the CashCard System (including any data processing system or the network system) whether or not due to anything beyond the control of any of the foregoing persons;
 5. any delay or any inability to use the NETS FlashPay for any reason whatsoever, including but not limited to the unavailability due to the Malfunction of the Terminals and/or
 6. CashCard System or damage to or defect in the NETS FlashPay;
 7. the NETS FlashPay being rejected by the Terminals and/or CashCard System for whatever reason;
 8. any inability to retrieve any data or information on the NETS FlashPay; or
 9. any delay or inability to perform any of its obligations due directly or indirectly to the Malfunction of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of NETS and/or the Safeguarding Institutions.

Provided that the same is not caused by the gross negligence or wilful default of NETS and the Safeguarding Institutions.

11. 2. Notwithstanding anything to the contrary contained herein, the maximum liability of NETS and the Safeguarding Institutions (whether jointly or severally) to the NETS Cardholder, apart from their respective liabilities described in Clause 3.1 above, shall not exceed in aggregate the sum of Singapore Dollars Five Hundred (S\$500) per NETS FlashPay or an amount equivalent to the aggregate sum of E-Money of the NETS Cardholder's NETS FlashPay as at the date the NETS Cardholder's claim arises, whichever is the lesser.

11. 3. Subject to these Terms, all other representations, warranties, conditions or terms relating to fitness for purpose, quality or condition of the NETS FlashPay, the CashCard Services and the CashCard System, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

12. INDEMNITY

12. 1. The NETS Cardholder shall indemnify and hold harmless NETS and the Safeguarding Institutions in respect of any and all damages, losses, costs (including costs on a full indemnity basis), expenses, claims, proceedings or actions suffered or incurred by NETS, the Safeguarding Institutions or any third party by reason of any breach or non-compliance by the NETS Cardholder of these Terms or by NETS or the Safeguarding Institutions in enforcing any of these Terms or preventing any breach thereof.

13. VARIATION

13. 1. NETS reserve the right to add to, delete from, vary or otherwise amend all or any of these Terms at any time by publication thereof at its website, appropriate locations at the Terminals, Service Providers' premises or such other premises as may be determined by NETS. The NETS Cardholder's continued use of the NETS FlashPay after the date of such notification shall be deemed to be the NETS Cardholder's acceptance of such revised Terms.

14. TLPL CONDITIONS

14. 1. The use of the NETS FlashPay shall be subject to the TLPL Conditions.

14. 2. In the event that any NETS FlashPay is retained by TLPL and/or the operators of the Transit Services under the TLPL Conditions, the TLPL Conditions applicable to the refund of the E-Money and/or any claim under such NETS FlashPay shall prevail over Clauses 7 and 8 of these Terms.

15. GOVERNING LAW

15. 1. These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore. The NETS Cardholder hereby irrevocably and unconditionally submits to the nonexclusive jurisdiction of the Courts of Singapore for all purposes in relation to these Terms.

15. 2. These Terms may be translated into other languages but in the event of any inconsistency or uncertainty arising therefrom, this English version shall prevail over any other version.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B)

16. 1. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of these Terms. For the avoidance of doubt, each of the

Safeguarding Institutions are entitled to the benefit of, and to enforce, all provisions of these Terms conferring rights, exemptions or benefits on them.

17. TRADEMARKS

17. 1. All copyright and other intellectual rights in the CashCard System, the "NETS FlashPay" and the names, marks, designs, logos, acronyms and other insignia (whether registered or unregistered) owned or to be owned by NETS and used or to be used by NETS shall vest in, and be owned by, NETS. Nothing in these Terms shall confer or transfer or deem to confer or transfer any such rights to the NETS Cardholder.

18. WAIVER

18. 1. No delay or failure on the part of NETS or the Safeguarding Institutions in exercising any power, right or remedy under these Terms shall operate as a waiver of such power, right or remedy.

ANNEX A - (TLPL Conditions)

CONDITIONS OF USE FOR E-MONEY CARDS IN THE PUBLIC TRANSPORT SYSTEM ("CONDITIONS")

The use of a Card as a Ticket and for payment of Fares for travel in the Public Transport System shall be subject to the Issuer's terms and conditions as may from time to time be applicable to the use of the Card ("Issuer's Terms"), these Conditions, and all applicable laws and regulations Provided Always that these Conditions shall prevail over the Issuer's Terms in the event of any conflict or inconsistency. By using a Card as a Ticket and for payment of Fares for travel in the Public Transport System, the Card Holder agrees to be and shall be bound by these Conditions.

1. DEFINITIONS

1. 1. In these Conditions, the following words and expressions shall, unless otherwise provided or the context otherwise requires, have the following meaning:

"Act"	means the Public Transport Council Act (Cap.259B) as amended from time to time.
"Card"	means any contactless multiple purpose E-Money card and includes by definition any form factor accepted by the Operators and TLPL for use in the Public Transport System.
"Card Holder"	means a person who holds and uses a Card issued by the Issuer and which is accepted by TLPL and/or the Operators for use as a Ticket and as a means of fare payment in the Public Transport System.
"Fares"	means the amount payable to the Operators for Transit Services.
"Autoload"	means a system of electronic transfer in which funds are transferred from a bank account of a depositor to an organization or organizations designated by the depositor.
"Issuer"	means the party (or parties) who issues the Card for use as a Ticket and as a means of payment for Transit Services in the Public Transport System.
"LTA"	means the Land Transport Authority of Singapore, a body corporate established under the Land Transport Authority of Singapore Act (Cap 158A).
"Operators"	means SBS Transit Ltd, SMRT Trains Ltd, SMRT Buses Ltd, SMRT Light Rail Pte Ltd and such other persons as may be specified by TLPL from time to time.
"PTC"	means the Public Transport Council of Singapore, as established under the Act.
"Public Transport System"	means the public bus and rail systems from time to time operated by the Operators.
"Rail"	means the Mass Rapid Transit and Light Rapid Transit Systems.
"E-Money"	has the same meaning under section 2 of the Act and means the electronically stored monetary value paid in advance for and stored in a Card, including by means of a revaluation, or the residual value remaining therein from time to time, which may be used by a Card Holder for the payment of Transit Services.
"Ticket"	means a Card which is issued as a form of authorisation for the conveyance of any passenger on the Public Transport System, as understood within the context and meaning of the Act.>
"TLPL"	means Transit Link Pte Ltd, its successors and assigns and such other persons as may be authorised by LTA from time to time.
"Fare System"	means the computerised system operated and managed by TLPL and/or Operators whereby, inter alia, payment of Fares in the Public Transport System may be effected

	through the use of any Card (including the top-up and refund functions applicable to such Cards).
"Transit Services"	means the services from time to time provided by the Operators for or in connection with the transportation of passengers on the Public Transport System.
"Transit Usage Device"	means any public transport fare payment device forming part of the Fare System which is used to effect the payment of Fares.

2. PAYMENT FOR TRANSIT SERVICES

2. 1. A Card Holder shall exercise due care and diligence when presenting his/her Card onto any Transit Usage Device so as to enable the proper deduction of Fares. Without prejudice to the generality of the foregoing, a Card Holder shall:
 1. not attach onto his/her Card any object which may interfere with the read/write mechanism of any Transit Usage Device; and
 2. ensure that his/her Card has sufficient value before presenting it for Fare payment.
2. 2. A Card Holder shall show his/her Card to any authorized personnel of TLPL and/or the Operators upon demand whenever the same is presented for the purposes of Fare payment.
2. 3. Subject to the Act, each Operator is at liberty to determine the Fares (including any concessionary Fares) payable and the manner in which such Fares are payable. The Card Holder agrees to the deduction from the E-Money of his/her Card of such Fares as are due to the Operators when using the Public Transport System.
2. 4. For travel by Rail, a Card Holder shall comply with the conditions on fares and tickets as stated under the Rapid Transit System Regulations.

3. REJECTION OF CARD

3. 1. TLPL and/or the Operators shall be entitled to reject the use of a Card as a Ticket and as a means of Fare payment in the Public Transport System if:
 1. the Card has expired;
 2. the E-Money of the Card is insufficient or has been exhausted;
 3. the Card is suspected by TLPL and/or the Operators:
 1. to be a counterfeit;
 2. to have been fraudulently or illegally issued or revalued;
 3. to have been stolen or tampered with in any way;
 4. to have been used by a person to whom it was not issued or who is otherwise not entitled to the use thereof; or
 4. the Card is damaged, corrupted, defective, faulty or otherwise poses a risk of damage to the
 5. Fare System (including any Transit Usage Device);

6. the Card has been blacklisted by the Issuer or has been made the subject of any recall or retention by the Issuer;
 7. the Card has been blacklisted by the Issuer or has been made the subject of any recall or retention by the Issuer;
 8. the Card is not capable or has ceased to be capable of functioning as a Ticket and as a means for the payment of Fares in the Public Transport System for any other reason whatsoever.
3. 2. In the event that a Card is rejected, the Card Holder shall pay any unpaid Fare in cash or with the use of a valid Card. The Card Holder shall be entitled to refund of any excess Fares Provided Always that the rejection of the card is not through the Card Holder's fault and the Card Holder can present relevant proofs for such rebate claims within five (5) days as set forth in Clause 6.

4. RETENTION OF CARD

4. 1. TLPL and/or the Operators and/or any person authorised by TLPL and/or the Operators shall be entitled, at its/his discretion which shall be final and binding, to seize and/or retain any Card which is rejected pursuant to Clause 3.1 except where the Card is rejected pursuant to Clause 3.1 (a), (b), (f) and (g).
4. 2. A Card Holder shall surrender his/her Card to TLPL or the Operators upon demand and shall, in connection thereto, provide TLPL and/or the Operators with his/her name, NRIC or other identification number, address and contact number, in return for which the Card Holder shall be issued with a receipt or an acknowledgement form for the retained Card ("Retention Receipt"), and shall, where duly requested to do so, provide his/her fullest cooperation in connection with the investigations which may be carried out by TLPL and/or the Operators in relation to such retained Card.
4. 3. In the event that a Card is retained, the Card Holder shall pay any unpaid Fare in cash or with the use of a valid card. The Card Holder shall be entitled to refund of any excess Fares Provided Always that the retention of the card is not through the Card Holder's fault and the Card Holder can present relevant proofs for such rebate claims within five (5) days as set forth in Clause 6.
4. 4. Card Holders can call the TransitLink Hotline after five (5) working days to check on the status of a retained Card by quoting the Retention Receipt number. No query or claim made in respect of any retained Card shall be entertained in the event that the Card Holder is unable to produce a Retention Receipt or a Retention Receipt number.
4. 5. TLPL and/or the Operators shall not be obliged to return a retained Card and may retain it permanently if, further to its or their investigations, the Card is determined by TLPL and/or the Operators whose determination shall be final and binding:
 1. to be a counterfeit;
 2. to have been fraudulently or illegally issued or revalued;
 3. to have been stolen or tampered with in any way;
 4. to have been used by a person to whom it was not issued or who is otherwise not entitled to the use thereof;
 5. to pose a risk of damage to any Fare System (including any Transit Usage Device);

6. to have been blacklisted by the Issuer; or
 7. to have been made the subject of any recall or retention by the Issuer.
4. 6. Any and all claims by a Card Holder in respect of a retained Card (including, without limitation, the refund of any E-Money, the return of any retained Card and/or for compensation) must be made within a period of three (3) months commencing from the date on which the Card was retained, failing which the Card Holder shall be deemed to have waived his right to claim and shall not be entitled to any payment whatsoever in respect thereof or to the return of the retained Card. LTA, TLPL and the Operators shall be under no further obligation to entertain any such claim and the Card shall be deemed lost and/or abandoned.
 4. 7. For the avoidance of doubt, nothing herein shall be construed as to relieve or release the Card Holder in any way of his/her liability under law (including, without limitation, the payment of any penalty fee, as may from time to time be prescribed by the Public Transport Council).

5. REFUNDS AND REPLACEMENT OF CARDS

5. 1. A Card Holder may only claim a refund of the E-Money of a Card which has been retained pursuant to clause 4.1 where such E-Money is rightfully due to the Card Holder Provided Always that such refunds shall, in the case of any Card operating under a Autoload scheme, be managed by the scheme provider or otherwise in accordance with the Issuer's Terms and/or refund policies for the time being in force.

6. CUSTOMER CLAIMS

6. 1. A Card Holder may claim a refund from TLPL of any excess fare ("Excess Fare") which may have been deducted from a Card (including in circumstances where an expected reduction of fares was not given although the Transit Conditions for a concession or reduction (as the case may be) have been met) Provided That such claim is made within five (5) days of the incident.

7. EXCLUSION/LIMITATION OF LIABILITY

7. 1. Neither the Issuer, LTA, TLPL nor any Operator (or any of their respective officers, employees or agents) shall be liable for any losses, damages, expenses, claims, liability and costs (including cost on a solicitor and client basis) that a Card Holder may incur or suffer in connection with:
 1. the use of any Card as a Ticket and/or as a means of Fare Payment in the Public Transport System;
 2. any delay in the issuance of any Card or in the case of any retained Card, the return of such Card;
 3. the retention, suspension, discontinuance or revocation of any Card;
 4. any breakdown or fault in the Fare System; or
 5. any damaged, corrupted, defective, faulty Card.
7. 2. Without prejudice to Clause 7.1 above, should any liability be attributed to the Issuer, LTA, TLPL and/or any Operator in connection with the use of any Card as a Ticket and/or as a means of Fare payment in the Public Transport System whatsoever, including but not limited to any event or incident

arising from any negligence, the Issuer's, LTA's, TLPL's and such Operator's total liability to the Card Holder under these Conditions and at law shall not exceed in aggregate the sum of S\$ 500.

8. AMENDMENT

1. TLPL may from time to time amend, modify or vary any part of these Conditions without any prior notice to Card Holders save that notice of any such amendments made shall be posted at any TLTO/TLCRO at MRT stations and bus interchanges and/or such other premises (including TLPL's website) as may be determined by TLPL. The Card Holder's continued use of the Card after the date of such notification shall constitute an affirmative acknowledgement by the Card Holder of the amendments and shall be deemed to be the Card Holder's acceptance of the revised Conditions.

9. NO WAIVER

1. No failure or delay on the part of TLPL or any Operator in exercising any power, right, or remedy under these Conditions shall operate as a waiver of such power, right, or remedy. Nor shall any single or partial exercise of any power, right, or remedy preclude the further or other exercise thereof, or the exercise of any power, right, or remedy that it may have.

10. RIGHT OF THIRD PARTIES

1. Any person or entity which is identified or referred to in these Conditions (whether as a class of persons or otherwise) shall be deemed to be a party to these Conditions and shall accordingly be entitled to the benefit of, and to enforce in its own right, any provision of these Conditions which may be relevant to it or them to the fullest extent permitted by law. Save as aforesaid, the Contracts (Rights of Third Parties) Act shall not apply to give any person or entity who is not a party to these Conditions any right to enforce any term of these Conditions. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Conditions.

11. FORCE MAJEURE

1. Neither TLPL nor any of the Operators shall be liable for any non-performance, error, interruption or delay in the performance of its or their obligations under these Conditions if the same is due, in whole or in part, directly or indirectly to an event or failure which is beyond its or their reasonable control including, without limitation:

1. flood, lightning, acts of God, exceptional weather conditions, floods, droughts, storms, high winds, typhoons, fire, earthquakes and other natural disasters;
2. impacts with or by air crafts or aerial objects, terrorism (whether actual or threatened), explosions, wars, war-like operations, hostilities, insurgencies, invasions, epidemics, quarantines, acts of foreign or public enemies, hi-jacking or unlawful seizure or wrongful exercise of control of vehicles, curtailment of transportation facilities, civil commotion, riots, strikes or lock-outs on a city or industrial scale, industrial disputes, industrial actions by workmen, shortage of labour, goods and materials;
3. judgments, legislation, acts, orders, directives, policies, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact;

4. power & telecommunication network failures;
5. circumstances where communications lines and/or computer systems cannot be used for reasons attributable to any telecommunications carriers; and
6. acts or omissions of any third party.

12. INDEMNITY

1. The Card Holder hereby undertakes to indemnify and keep TLPL, LTA and each of the Operators harmless from and against any and all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands, costs (including without limitation, legal costs on a solicitor and own client basis), awards, damages, losses and/or expenses however arising as may be directly or indirectly suffered or incurred by TLPL and/or the Operators by reason of and/or as a result of any breach or non-compliance by the Card Holder of these Conditions.

13. GOVERNING LAW

1. The construction, validity and performance of these Conditions shall be governed by and construed in accordance with the laws of Singapore.

ANNEX B

Terms and Conditions governing the Use of the NETS ATU - by GIRO Facility

1. DEFINITIONS

1. 1. In these Conditions, the following words and expressions shall, unless otherwise provided or the context otherwise requires, have the following meaning:

"Application Fee"	the sum of \$1.50 which is inclusive of GST (or such other sum as may be determined by NETS from time to time) payable by the NETS Cardholder to NETS for each NETS FlashPay (ATU) which is activated with the NETS ATU-by GIRO Facility.
"ATU Account"	the bank account stated by the NETS Cardholder upon the registration of the NETS ATU - by GIRO Facility and accepted by NETS and the ATU Bank for debiting of the ATU Deposit and ATU Amount in respect of the NETS ATU - by GIRO Facility.
"ATU Amount"	the amount specified by the NETS Cardholder in his application to be deducted from his ATU Account for the purpose of topping up his NETS FlashPay by the NETS ATU - by GIRO Facility or such other amount as may be subsequently changed by the NETS Cardholder.
"ATU Bank"	any bank participating in the NETS ATU- by GIRO Facility.
"ATU Deposit"	such amount as may be stipulated by NETS from time to time as the deposit to be made by the NETS Cardholder for the use of the NETS ATU- by GIRO Facility which shall be deducted upon the successful registration of NETS ATU- by GIRO Facility by a NETS Cardholder.
"Auto Top up"	adding the ATU Amount to the NETS FlashPay by the NETS ATU- by GIRO Facility.
"Auto Top up Fee"	a fee of \$0.15 which is inclusive of GST (or such other amount as NETS may determine from time to time) charged to the ATU Account for each Auto Top up carried out by NETS.
"NETS (ATU)"	FlashPay the NETS FlashPay card which is activated with the NETS ATU- by GIRO Facility.
"Registration"	the registration by a NETS Cardholder for one or more NETS FlashPay (not exceeding eight (8) NETS FlashPay for each NETS Cardholder) to be enabled with the NETS ATU- by GIRO Facility at the iNETS Kiosk or such other device or terminal designated by NETS from time to time.

1. 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.

2. REGISTRATION AND USE

2. 1. Upon approval by NETS and the ATU Bank of the Registration of the NETS ATU- by GIRO Facility by a NETS Cardholder, the nominated NETS FlashPay shall be activated with the NETS ATU- by GIRO Facility.
2. 2. In consideration of the activation of the NETS FlashPay with the NETS ATU- by GIRO Facility, the NETS Cardholder hereby agrees and undertakes with NETS and the ATU Bank that:
1. the ATU Bank is authorised to deduct from the ATU Account the ATU Deposit and the ATU Amount for each NETS FlashPay (ATU), subject to applicable terms and conditions of the ATU Bank;

2. the ATU Bank is authorized to debit the ATU Account for the ATU Deposit and the ATU Amount pursuant to the use by the NETS Cardholder of the NETS FlashPay (ATU), subject to applicable terms and conditions of the ATU Bank, and to pay these sums to NETS;
3. NETS and the ATU Bank are authorized to establish such proper linkage between the ATU Account and the NETS FlashPay (ATU).
4. NETS is entitled to authorize the ATU Bank and the ATU Bank shall be entitled to credit the ATU Account with any monies that may be due to the NETS Cardholder in respect of the refund of monies by NETS to the NETS Cardholder under the ATU T&C;
5. The ATU T&C shall govern and be binding on the NETS Cardholder in respect of all matters in relation to the use of the NETS ATU - by GIRO Facility and the NETS FlashPay (ATU) and the NETS Cardholder agrees to observe and comply with the ATU T&C.
6. NETS shall be entitled to charge an Auto Top up Fee for each Auto Top up and the ATU Bank is authorised to deduct the Auto Top up Fee from the ATU Account, subject to applicable terms and conditions of the ATU Bank, and pay this fee to NETS.
7. An Application Fee is payable by the NETS Cardholder to NETS for each NETS FlashPay which is activated with the NETS ATU-by GIRO Facility and the ATU Bank is authorised to deduct the Application Fee from the ATU Account of the NETS Cardholder, subject to applicable terms and conditions of the ATU Bank, and pay this fee to NETS.
8. Notwithstanding anything contained herein, the NETS Cardholder acknowledges and agrees that a minimum period of three (3) days (or such other period as NETS may determine from time to time) has to elapse between each Auto Top up of the NETS FlashPay (ATU). NETS shall not be obliged to carry out the Auto Top up of the NETS FlashPay (ATU) unless the said period has lapsed and until the amount for any previous Auto Top up has been debited from the ATU Account.

3. UNDERTAKINGS BY NETS CARDHOLDER AND LOSS OF NETS FLASHPAY (ATU)

3. 1. The NETS Cardholder hereby undertakes as follows:
 1. to keep at all times a sufficient balance in his ATU Account to enable the ATU Bank to debit his ATU Account for each use of the NETS ATU- by GIRO Facility with the NETS FlashPay (ATU);
 2. to furnish any information as may be requested by NETS or the ATU Bank from time to time in respect of his use of the ATU Facility with the NETS FlashPay (ATU), the cancellation and the termination thereof and to render the necessary assistance to NETS or the ATU Bank in relation to any investigation into the use of the NETS ATU -by GIRO Facility or the NETS FlashPay (ATU);
 3. to be liable for all transactions made by the use or purported use of the NETS FlashPay (ATU) by any person whether with or without his consent or knowledge.
 4. to comply, perform and observe the Terms governing the use of the NETS FlashPay and the ATU T&C, where applicable.
3. 2. In the event of any loss of the NETS FlashPay (ATU), the NETS Cardholder shall promptly report the loss of the card to NETS by calling 62741212 or such other number as NETS may notify on its website during office hours with the following information:

Name of NETS Cardholder:

NRIC or passport number of NETS Cardholder:

16-digit CAN (indicated at the back of card of the lost NETS FlashPay (ATU)):

3. 3. Upon receipt of a loss report by a NETS Cardholder under clause 3.2 above, NETS shall cancel the lost NETS FlashPay (ATU) within [48] hours. Subject to clause 3.4, NETS shall refund to the NETS Cardholder within 4 weeks of the date of cancellation:

1. the remaining E-Money of the lost NETS FlashPay (ATU), if any;
2. the Deposit (less any monies deducted from the lost NETS FlashPay (ATU) for any purpose or use on or before the date of cancellation, whether such deductions were made with or without the consent or knowledge of the NETS Cardholder).

3. 4. NETS shall not be liable to refund to the NETS Cardholder any monies deducted from the lost NETS FlashPay (ATU) within 48 hours after a loss report has been made by the NETS Cardholder under Clause 3.2:

1. for payment of fares for the Transit Services provided that NETS shall refund to the NETS
2. Cardholder the difference between the aggregate of all deductions for fares for the Transit Services deducted from the lost NETS FlashPay (ATU) within 48 hours after a loss report has been made and the sum of \$10.00; and
3. for all payments of goods and services other than for payment for fares for the Transit Services within 48 hours after a loss report has been made, whether such deductions were made with or without the consent or knowledge of the NETS Cardholder.

3. 5. The NETS Cardholder shall not be liable for any Auto Top up or deductions made on the Lost NETS FlashPay (ATU) after the card is cancelled by NETS.

3. 6. Where the loss of a NETS FlashPay (ATU) has been reported, the NETS Cardholder will have to reapply for the NETS ATU - by GIRO Facility for the replacement NETS FlashPay.

3. 7. Notwithstanding anything contained herein, the NETS Cardholder acknowledges and agrees that the ATU Bank shall not be liable for any loss, damage, fee, charge, cost or expense whatsoever which the NETS Cardholder may incur or suffer in connection with or as a result of the registration and/use of the NETS ATU - by GIRO Facility by the NETS Cardholder or in connection with the NETS ATU - by GIRO Facility.

4. COLLECTION OF ATU AMOUNT

4. 1. In the event NETS do not receive any payment for any amount to be deducted from the ATU Account of the NETS Cardholder pursuant to the ATU T&C or in respect of the NETS ATU - by GIRO Facility for any reason whatsoever, NETS shall be entitled to exercise any or all of the following rights:

1. deduct from the ATU Deposit to settle the amount of any Auto Top up which is due to NETS and in addition, further deduct an amount equal to the said amount from the ATU Account of the NETS Cardholder, subject to applicable terms and conditions of the ATU Bank, in order to maintain the ATU Deposit for the purpose of the NETS ATU - by GIRO Facility

2. deduct or set-off any monies due to NETS from the remaining E-Money in the NETS
3. FlashPay (ATU) in respect of the ATU Account;
4. charge the NETS Cardholder an administrative fee of \$2 which is inclusive of GST (or such other amount as NETS may determine from time to time) for each unsuccessful deduction from the ATU Account;
5. suspend the use of the NETS ATU -by GIRO Facility in respect of any NETS FlashPay (ATU) and
6. the ATU Account whereupon NETS will not re-activate the suspended NETS FlashPay (ATU). NETS shall not be liable for any charges or fees arising from such suspension. If the NETS Cardholder wishes to use the NETS ATU - by GIRO Facility again, he shall register a new NETS FlashPay for the facility.
7. terminate the use of any or all the NETS FlashPay (ATU) in respect of the ATU Account and/or terminate the NETS ATU - by GIRO Facility under the ATU T&C;
8. in its sole discretion, disqualify the NETS Cardholder from re-applying for or being considered for and/or accepted by NETS for the NETS ATU- by GIRO Facility for such period as may be determined by NETS.

4. 2. NETS shall not be liable for any charges or fees imposed by the ATU Bank for any unsuccessful deduction from the ATU Account of the NETS Cardholder in respect of any amount due or owing to NETS pursuant to the ATU T&C or the NETS ATU - by GIRO Facility. It is the sole responsibility of the NETS Cardholder to pay the same to the ATU Bank.

5. LIMITATION OF LIABILITY & EXPIRY OF NETS FLASHPAY (ATU)

5. 1. The provisions relating to exclusion or limitation of liability in the Terms governing the use of NETS FlashPay shall apply in full to the use of any NETS FlashPay (ATU).
5. 2. In respect of the expiry of the NETS FlashPay (ATU), clauses 8.5 and 8.6 of the Terms governing the use of NETS FlashPay shall apply in full to the NETS FlashPay (ATU). In addition, the ATU Deposit shall not be refunded by NETS after one (1) year from the expiry of the NETS FlashPay (ATU).

6. TERMINATION OF THE NETS ATU- by GIRO FACILITY

6. 1. The NETS Cardholder may terminate the NETS ATU- by GIRO Facility of the NETS FlashPay (ATU) at the iNETS Kiosk or such other channel or location designated by NETS from time to time. The NETS ATU- by GIRO Facility shall be disabled and no further use of the NETS ATU- by GIRO Facility will be allowed.
6. 2. NETS shall be entitled at any time to terminate the NETS ATU - by GIRO Facility of a NETS FlashPay (ATU) upon the occurrence of any of the following events:
 1. there is any breach by the NETS Cardholder of any of the ATU T&C;
 2. the NETS Cardholder fails to pay any money due or payable to NETS for the use of the NETS
 3. ATU- by GIRO Facility of a NETS FlashPay (ATU);

4. the ATU Account is closed or invalid;
5. NETS or the ATU Bank is unable to deduct the ATU Deposit or the ATU Amount from the ATU Account for any reason whatsoever.
6. 3. Upon termination by NETS of the NETS ATU - by GIRO Facility under clause 6.2 hereof, the NETS ATU - by GIRO Facility of the NETS FlashPay (ATU) shall be disabled and:
 1. all monies owing to NETS by the NETS Cardholder under the terminated NETS FlashPay (ATU) shall be paid within [7] days of the date of notification by NETS of the amount due and payable;
 2. the ATU Deposit (less all monies owing to NETS under clause 6.3(a)) shall be refunded to the ATU Account of the NETS Cardholder.
6. 4. Notwithstanding anything contained in the ATU T&C, NETS shall have the right to set-off or deduct any monies owing to it from the remaining E-Money and/or ATU Deposit of the NETS FlashPay (ATU) and as and when requested by NETS, the NETS Cardholder hereby irrevocably authorizes the ATU Bank to make the deductions referred to in this Clause 6.4 and to pay the said sums to NETS.

7. REFUND UPON SURRENDER OF NETS FLASHPAY (ATU)

7. 1. The NETS Cardholder may surrender his NETS FlashPay (ATU) for a refund which is processed by NETS within 14 working days at any TransitLink's ticket office, NETS Customer Service Centre or location or channel designated by NETS from time to time.
7. 2. The E-Money, if any, remaining in the NETS FlashPay (ATU) and the ATU Deposit, both to be determined by NETS based on its records (less any deduction), will be refunded free from any interest to the NETS Cardholder and credited to the ATU Account within 14 working days from the date of surrender.

8. VARIATION

8. 1. NETS reserve the right to add to, delete from, vary or otherwise amend all or any of the Terms and/or the ATU T&C at any time by publication thereof at its website, appropriate locations at the iNETS Kiosk or the Service Providers' premises or such other premises as may be determined by NETS. The NETS Cardholder's continued use of the NETS FlashPay (ATU) after the date of such notification shall be deemed to be the NETS Cardholder's acceptance of such revised Terms.

9. GOVERNING LAW

9. 1. The ATU T&C shall be governed by and construed in accordance with the laws of the Republic of Singapore. The NETS Cardholder hereby irrevocably and unconditionally submits to the nonexclusive jurisdiction of the Courts of Singapore for all purposes in relation to the ATU T&C.
9. 2. The ATU T&C may be translated into other languages but in the event of any inconsistency or uncertainty arising therefrom, this English version shall prevail over any other version.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B)

10. 1. A person who is not a party to the ATU T&C has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of the ATU T&C. For the avoidance of doubt, the ATU Bank is entitled to the benefit of, and to enforce, all provisions of the ATU T&C conferring rights, exemptions or benefits on it.

11. WAIVER

11. 1. No delay or failure on the part of NETS or the ATU Bank in exercising any power, right or remedy under these Terms shall operate as a waiver of such power, right or remedy.

12. NOTICES

12. 1. All notices, demands or other communications by NETS shall be in writing and send to the address of the NETS Cardholder as stated in NETS' records and shall be deemed served if:

1. delivered by hand, on the day of delivery;
2. by ordinary post, on the day following that on which the notice was posted; or
3. by facsimile transmission, on the day the facsimile was transmitted.

13. DISCLOSURE

13. 1. The NETS Cardholder hereby irrevocably authorizes and consents to the disclosure by the ATU Bank to NETS and to any regulatory or government body any information relating to his personal particulars, the Auto Top ups and the ATU Account, for the purposes of and in connection with the transactions contemplated herein and under the ATU T&C.