

Terms and Conditions Governing the Use of the NETS FlashPay ATU Facility by Bank Scheme Card

1. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions (“Card Terms”), the following words and expressions shall have the meaning set out opposite them.

“ATU” or “Auto Top Up” adding the ATU Amount to the Stored Value via the ATU Facility.

“ATU Amount” Such amount as may be specified by the Cardholder when the Cardholder registers the NETS FlashPay for the ATU facility and accepted by NETS and the Bank as the amount to be deducted from his Card for the purpose of topping up the Stored Value of the NETS FlashPay (ATU by Card) or such other amount as may be mutually agreed between the Cardholder, NETS and the Bank as the amount to be deducted from the Card, for the purpose of topping up the Stored Value of the NETS FlashPay.

“ATU Facility” or “NETS FlashPay ATU Facility” the Auto Top Up service available to a Cardholder whereby a NETS FlashPay (ATU by Card) can be topped up for a sum which is pre-selected by the Cardholder, automatically by any Public Transport System’s fare device or such other device authorized by NETS, through the debiting of payments from the Card, at such intervals as may be determined by NETS, when the Stored Value in the NETS FlashPay (ATU by Card) reaches zero or is insufficient to effect a payment transaction.

“ATU Fee” a fee inclusive of GST of such amount as NETS may determine from time to time, as the amount to be charged to the Cardholder and debited from the Card for each ATU carried out by NETS. Any changes to the ATU fee will be communicated via www.nets.com.sg.

“Bank” the bank issuing the Bank Scheme Card to the Cardholder.

“Bank Scheme Card” or “Card” a scheme debit or credit card issued by any bank or any other card which is specified by the Cardholder in his registration for the ATU Facility and accepted by NETS and the Bank for the purposes of debiting the ATU Amount, the ATU Fee and such other sums as may be payable by the Cardholder under these Card Terms.

“Cardholder” the holder of the Card.

“Deposit” such amount (if any) as may be mutually agreed between the Cardholder, NETS and the Bank from time to time as the deposit to be made by the Cardholder for the use of the ATU Facility which shall be deducted from the Card upon the approval of the Cardholder’s application for the Bank Scheme Card.

“NETS FlashPay (ATU by Card)” The NETS FlashPay which is registered and activated with the ATU Facility by Card.

- 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 Card Terms.
- 1.3. All capitalized terms and references used in these Card Terms which are not defined herein shall, unless the subject or context otherwise requires, have the same meaning as in the NETS Terms and Conditions Governing the Use of NETS FlashPay.

2. USE

- 2.1. The Cardholder's use of his NETS FlashPay (ATU by Card) and the ATU Facility is subject to these Card Terms and the NETS Terms and Conditions Governing the Use of NETS FlashPay, which are hereby incorporated and deemed to form part of these Card Terms, provided however that in the event of any inconsistency between the provisions of these Card Terms and the provisions of the NETS Terms and Conditions Governing the Use of NETS FlashPay, the provisions of these Card Terms shall, to the extent of such inconsistency, prevail.

3. UNDERTAKINGS BY CARDHOLDER

- 3.1. The Cardholder hereby undertakes to, and agrees with each of NETS and the Bank as follows:

the Cardholder hereby irrevocably authorizes NETS to perform ATUs on the NETS FlashPay (ATU by Card) and to charge him the ATU Amount and ATU Fee in respect of each ATU performed on the NETS FlashPay (ATU by Card);

the Cardholder hereby irrevocably authorizes the Bank to debit from the Card the ATU Amount and the ATU Fee for each ATU performed by NETS on the NETS FlashPay (ATU by Card), and to pay all such ATU Amounts and ATU Fees to NETS;

the Cardholder hereby irrevocably authorizes the Bank or the relevant issuer of the Card to earmark the ATU Amount for any pending ATU Amount; (A Deposit may be collected from the Cardholder in cases where there is no earmarked ATU Amount.)

the Cardholder hereby irrevocably authorizes each of the Bank and NETS to disclose to each other, any information relating to the Cardholder that it considers necessary, desirable or appropriate for the purposes of implementing the transactions contemplated hereunder;

the Cardholder shall keep at all times, a sufficient balance or sufficient credit limit in the Card in order to meet each deduction made by the Bank in relation to the ATUs performed by NETS on the NETS FlashPay (ATU by Card);

NETS shall not be obliged to carry out any ATU on the NETS FlashPay (ATU by Card), (i) until a minimum period of three (3) days (or such other period as NETS may determine from time to time) has elapsed between any earlier ATU, and (ii) unless the amount for such earlier ATU has been successfully debited from the Card;

NETS and the Bank are authorized to establish such proper linkages with the Card as may be necessary or

convenient for the purposes of implementing these Card Terms;
the Cardholder shall promptly inform NETS upon the expiry of the Card.

4. PRIOR NOTIFICATION TO NETS BEFORE TERMINATION OF CARD

4.1. The Cardholder hereby undertakes to NETS as follows:

not to close or terminate the Card prior to informing NETS;

to instruct NETS to terminate the NETS FlashPay (ATU by Card) and the ATU Facility prior to or simultaneously with the termination or closure of the Card;

to furnish any information as may be requested by NETS in relation to:

- (i) the use of the Card as a NETS FlashPay (ATU by Card) or its ATU Facility; and
- (ii) the cancellation and/or termination of the NETS FlashPay (ATU by Card) or the ATU Facility in respect of the Card.

5. LOSS OF NETS FlashPay (ATU by Card)

5.1. The Cardholder hereby undertakes to NETS as follows:

to render all such assistance to NETS as may be required in relation to any investigation into the use of the NETS FlashPay (ATU by Card) or its ATU Facility ;

to pay and be liable for all transactions made by the use or purported use of the NETS FlashPay (ATU by Card) or its ATU Facility by any person, whether with or without his consent or knowledge, subject to Clauses 5.2 and 5.3 herein.

5.2. In the event of any loss of the NETS FlashPay (ATU by Card), 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 by Card))

The Cardholder acknowledges and agrees that the Cardholder shall be responsible to inform the Bank of the loss of the Card, and that NETS shall not be responsible to inform the Bank of the same.

5.3. Upon receipt of a loss report by a Cardholder in respect of his NETS FlashPay (ATU by Card) in accordance with Clause 5.2 above, NETS shall cancel the NETS FlashPay (ATU by Card) and ATU Facility (if any) within 48 hours, and shall, subject to Clause 5.4, within 4 weeks of such cancellation, refund to the Cardholder, (a) the remaining Stored Value on the lost NETS FlashPay (ATU by Card), if any; and (b) the ATU Deposit (less any

monies deducted from the lost NETS Flash Pay 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 Cardholder.

- 5.4. NETS shall not be liable to refund to the Cardholder any monies deducted from the Stored Value, if any, of the lost NETS FlashPay (ATU by Card) within a period of 48 hours after a loss report has been made by the Cardholder in accordance with Clause 5.2, including any deductions made:

for fares for Transit Services, provided however, that NETS shall refund to the Cardholder the difference between the aggregate of all deductions for fares for Transit Services from the lost NETS FlashPay (ATU by Card), within a period of 48 hours after a loss report has been made and the sum of \$10.00; and

for any payments of goods and services other than fares for 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 Cardholder.

- 5.5. Following the cancellation of the NETS FlashPay (ATU by Card) and ATU Facility in respect of the Card by NETS, the Cardholder shall not be liable for any ATUs or deductions made against the Stored Value (if any), of the lost NETS FlashPay (ATU by Card).

- 5.6. Where the loss of a NETS FlashPay (ATU by Card) has been reported, the Cardholder will have to re-apply for the NETS FlashPay (ATU by Card) with NETS for the replacement NETS FlashPay (ATU by Card).

- 5.7. Notwithstanding anything contained herein, the Cardholder acknowledges and agrees that NETS shall not be liable for any loss, damage, fee, charge, cost or expense whatsoever which the Cardholder may incur or suffer in connection with or as a result of the use of the NETS FlashPay (ATU by Card) or the ATU Facility or as a debit or credit card.

6. MONIES DUE FROM AND UNPAID BY CARDHOLDER

- 6.1. In the event NETS does not receive any payment from the Cardholder for any transactions performed by the Cardholder using the NETS FlashPay (ATU by Card), or any ATU Amounts or ATU Fees due and owing to NETS for the use of the ATU Facility, for any reason whatsoever, NETS shall be entitled, without prejudice to any of its other rights and remedies under these Card Terms or at law, to exercise any or all of the following rights:

deduct any monies due to NETS from the remaining Stored Value (if any) in the NETS FlashPay (ATU by Card);

suspend or terminate the use of the NETS FlashPay (ATU by Card) and/or the ATU Facility, and/or such other NETS FlashPay (ATU by Card) and/or services as may be offered by NETS to the Cardholder;

in its sole discretion, disqualify the Cardholder from re-applying for or being considered for and/or accepted by NETS for any NETS FlashPay (ATU by Card) or any services that may be offered by NETS, for such period as may be determined by NETS;

instruct the Bank to debit from the Card, or any other account operated by the Cardholder with the Bank, and

to pay to NETS, any and all monies owing to NETS, and the Cardholder hereby irrevocably authorizes NETS to give such instructions.

7. LIMITATION OF LIABILITY & EXPIRY OF NETS FLASHPAY (ATU BY CARD)

- 7.1. For the avoidance of doubt, the provisions relating to exclusion or limitation of liability in the NETS Terms and Conditions Governing the Use of NETS FlashPay shall apply in full in respect of the use of the NETS FlashPay (ATU by Card).

- 7.2. For the avoidance of doubt, the provisions relating to the refund of the Stored Value and the validity of the NETS FlashPay (ATU by Card) in the NETS Terms and Conditions Governing the Use of NETS FlashPay shall apply in full.

8. TERMINATION OF THE ATU FACILITY

- 8.1. The Cardholder may terminate the ATU Facility at any channel or location as may be designated by NETS from time to time. On such termination, the ATU Facility shall be disabled and no further use can be made of such ATU Facility.

- 8.2. NETS shall be entitled at any time to terminate the ATU Facility upon the occurrence of any of the following events:
 - there is any breach by the Cardholder of any of these Card Terms;
 - the Cardholder fails to pay any money due or payable to NETS in respect of his use of the NETS FlashPay (ATU by Card) or in respect of the ATU Facility;
 - the Card is closed or invalid; or
 - the Bank is unable to deduct any ATU Amount or ATU Fee, from the Card for any reason whatsoever.

- 8.3. Upon termination of the ATU Facility under Clause 8.1 or 8.2 hereof: (a) the ATU Facility shall be disabled and all monies that may be owing to NETS by the Cardholder in relation thereto shall be paid within 7 days of the date of notification by NETS of the amount due and payable; and any remainder less all monies owing to NETS hereunder shall be credited to the Cardholder's designated bank account.

9. REFUND UPON SURRENDER OF NETS FLASHPAY (ATU BY CARD)

- 9.1. The Cardholder shall terminate the ATU Facility prior to the Cardholder surrendering the NETS FlashPay (ATU by Card) for a refund in accordance with Clause 9.2 below.
- 9.2. The Cardholder may surrender his NETS FlashPay (ATU by Card) for a refund of the Stored Value (if any) which will be 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.
- 9.3. Upon such surrender of the NETS FlashPay (ATU by Card) in accordance with this Clause 9, NETS shall be entitled to deduct any money owing to NETS from the Stored Value (if any) remaining in the NETS FlashPay (ATU by Card) (the value of which is to be determined by NETS based on its records). The balance of such sum, less any deduction for monies owing to NETS shall be refunded free of interest to the Cardholder and credited to the Cardholder's designated bank account within 14 working days from the date of surrender.

10. VARIATION

- 10.1. NETS reserves the right to add to, delete from, vary or otherwise amend all or any of these Card Terms at any time by publication thereof at its website, appropriate locations at any premises as may be determined by NETS from time to time. The Cardholder's continued use of the NETS FlashPay (ATU by Card) after the date of such notification shall be deemed to be the Cardholder's acceptance of such revised Card Terms.

11. GOVERNING LAW

- 11.1. These Card Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Cardholder hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Singapore for all purposes in relation to these Card Terms.
- 11.2. These Card 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.

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

- 12.1. Save and except for the Bank, who shall be entitled to the benefit of and to enforce all provisions of these Card Terms, a person who is not a party to these Card Terms has no right under the Contracts (Rights of Third

Parties) Act (Cap. 53B) to enforce any of its terms.

13. WAIVER

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

14. NOTICES

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

delivered by hand, on the day of delivery;

by ordinary post, on the day following that on which the notice was posted; or

by facsimile transmission, on the day the facsimile was transmitted.

15. DISCLOSURE

15.1. The Cardholder hereby irrevocably authorizes and consents to the mutual disclosure between the Bank and NETS, and the disclosure by NETS to any regulatory or government body, any information relating to his personal particulars and the Card for the purposes of and in connection with the transactions contemplated herein and under these Card Terms.