

Customer's Terms & Conditions

These general terms and conditions, together with the terms of your booking of our Express Buddy's services effected through our hotline or mobile application (the "Terms") govern the provision to you by the sub-brands of Express Group Enterprise Pte. Ltd. ("Express Group Enterprise Pte. Ltd.", "us", "we" or the "Company") (UEN: 201708645M). These services include those that are provided by Express Valet, Express Delivery and Express Concierge (the "Services"). And constitutes an agreement between Express Group Enterprise Pte. Ltd. and you in relation to the services on our platform.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES.

By using our services, you hereby accept & acknowledge all of the following:

Express Group Enterprise Pte. Ltd. is a service platform that link up individuals solely as independent contractors (the "Contractor"), and are not employees or agents of the company.

Appointed Contractors have no authority to act for, represent, and/or bind Express Group Enterprise Pte. Ltd. in contractual relations. The appointed Contractor that our platform matches, will be the authorised driver for the purpose of your comprehensive motor insurance coverage.

Express Group Enterprise Pte. Ltd.'s duties & liabilities are limited to exercising reasonable care in the screening & selection of suitable Contractors, and that Express Group Enterprise Pte. Ltd. shall bear no liability whatsoever, whether in contract, tort or otherwise, for any damage due to the acts or omissions of appointed Contractors. You also agree to hold Express Group Enterprise Pte. Ltd. harmless from any claims arising from such damages.

You agree to indemnify us, our directors, officers, employees and agents and all Company's appointed Contractors, for any cost loss or liability they may incur:

In relation to the provision of the Service, to the extent permitted by law; or resulting from your breach of any of the Terms or otherwise governing the Service, and any third party referred to in this clause may enjoy the benefit of and enforce the terms of this paragraph in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

For Express Valet's services you represent and warrant and undertake to ensure that:

- You are the owner of the motor vehicle being used for the Service (the "Vehicle"), or if not, you are authorised by the owner to use the Vehicle; all necessary licences and permits have been obtained and are in full effect to allow the Vehicle to be driven for the purposes of the valet service.
- Road tax has been fully paid in respect of the Vehicle.
- There is a valid Certificate of Entitlement in place in respect of the Vehicle.
- There is a valid motor insurance policy issued by a reputable insurer in place in respect of the Vehicle as required pursuant to all relevant legislation, and such policy covers the driving by the appointed Express Valet driver of the Vehicle pursuant to the Service.
- The Service is made available solely for your personal, non-commercial use.
- The Vehicle and the Service is not being used for, or in connection with, any illegal, illegitimate or unsavoury activities.
- The Vehicle is in a fit and roadworthy condition for the safety for both yourself, the Express Valet designated Contractor, and anyone else who is occupying the Vehicle during the Service.
- There is sufficient fuel in the Vehicle for the Service, failing which the Express Valet designated driver reserves the right to top up fuel in the Vehicle as necessary to allow the performance of the Service and upon demand by Express Group Enterprise Pte. Ltd. or by such driver, you shall immediately reimburse Express Group Enterprise Pte. Ltd. or such driver (as applicable) for such top up.

Express Group Enterprise Pte. Ltd., its directors, officers, employees, agents, appointed Contractors, Apple Inc and Google Inc shall not, to the extent permitted by law, be held responsible or liable:

- For any accident, injury or death to any person.
- Any damage or loss or theft to any property or the Vehicle or any property within the Vehicle, and in this regard you acknowledge that we do not accept any valuables or other articles for safe custody.
- Any parking fines or for any traffic offences caused by the allocated driver, in particular but not limited where caused pursuant to your instruction.
- All risks such as losses or damages to the vehicle, any other unforeseen losses or damages, parking fines and losses of valuable items inside the vehicle once the Express Valet appointed driver has parked and exited the vehicle upon your request.
- Faulty cars, loss of or theft of valuable items or house keys left on the key ring or inside the vehicle, and in this regard you acknowledge that we do not accept any valuables or other articles for safe custody.
- Any other unforeseen losses and/or damages whatsoever.
- Any indirect or consequential loss.
- Any loss of profit, loss of enjoyment, loss of revenue, loss of data, or loss of earnings.

The customer shall bear all risks and liabilities when using the appointed Contractors, and in the event of any of the above losses and/or damages, to the extent permitted by law, you shall have no recourse against Express Group Enterprise Pte. Ltd., its directors, officers, employees, agents or the appointed Contractors, Apple Inc and Google Inc. Any third party referred to in this clause may enjoy the benefit of and enforce the terms of this paragraph in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

Express Group Enterprise Pte. Ltd. reserves the right to refuse potential customers or terminate previously accepted jobs without providing reasons. Any threats or abusive acts towards Express Group Enterprise Pte. Ltd. , any of its directors, officers, employees, agents or designated Contractors may be reported immediately to the Singapore Police Force.

Express Group Enterprise Pte. Ltd. reserves the right to amend and/or delete the Terms and/or introduce new terms and conditions to the above in its sole and absolute discretion. As much as the Company will try to update customers on changes, it remains the ultimate responsibility of customers to update themselves by checking the Express Group's website at <https://www.expressgroup.sg/terms> or such other updated address to be notified to you and the Express Buddy app for changes. In using the our Services you acknowledge that you have read such amended or updated Terms carefully and you agree to all of them.

Express Group Enterprise Pte. Ltd. shall not be held responsible for delays in the arrival of an allocated Contractor. This may be due to the previous trip taking longer than expected, or other such relevant unforeseen circumstances.

You agree to the collection, use and disclosure of your personal data by Express Group Enterprise Pte. Ltd. under the Personal Data Protection Act of Singapore for the following purposes:

- For the performance of the Service.
- Processing payments in relation to the Service.
- Managing your booking of the Service.
- Providing customer service (such as responding to queries and requests, informing you about service status and product updates; sending you alerts and newsletters).

- Conducting market research and improving customer service (e.g. conducting market research or surveys; performing market analysis; managing and enhancing our products and services; developing new products).
- Conducting marketing promotions (e.g. sending of alerts, newsletters, marketing materials and invitations from us wholly or through affiliation with third parties; offering promotions and loyalty programs).
- For security/verification purposes.
- Complying with applicable laws, regulations and other requirements (e.g. providing assistance to law enforcement agencies, regulatory authorities and other governmental agencies; performing internal audits).
- For any other purpose in respect of the context of the provision of the Service.

You may not assign any of your rights or transfer any of your obligations under the Terms to any other person without the Company's approval. Express Group Enterprise Pte. Ltd. may assign any of its rights or transfer any of its obligations under the Terms to any other person. Any purported assignment or transfer in violation of this Term shall be void.

Express Group Enterprise Pte. Ltd.'s failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Express Group Enterprise Pte. Ltd. in writing.

If any of the Terms becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

In the case of any dispute arising out of or in connection with the Terms or the Service, the appointed Contractor and yourself shall use reasonable endeavours to settle the dispute amicably before resorting to legal proceedings. The Courts of Singapore have exclusive jurisdiction to settle any such dispute.

The Terms and all obligations in relation to the Service are governed by Singapore law.