**Terms of Use and Conditions for EZRide Passengers**

**Important** – please read these terms carefully. By using the Service (as defined below), you agree that you have read, understood, accepted and agreed with the Terms of Use. You further agree to the representations made by yourself below. If you do not agree to or fall within the Terms of Use of the Service and wish to discontinue using the Service, please do not continue using EZRide (the “Application”) as defined below or the Service.

The Terms of Use stated herein (collectively, the “Terms of Use” or this “Agreement”) constitute a legal agreement between you, and **EU VENTURES SNG LLP (UEN No. T13LL1865J)**(the “Company”). In order to use the Service you must agree to the Terms of Use that are set out below. By using the Application supplied to you by the Company, and downloading, installing or using any associated software supplied by the Company (“the Software”) which overall purpose is to enable persons seeking transportation services to certain destinations to be matched with third party transportation providers, drivers and vehicle operators (collectively, the “Service”), you hereby expressly acknowledge and agree to be bound by the Terms of Use, and any future amendments and additions to the Terms of Use as published from time to time through the Application.

The Company reserves the right to modify, vary and change the Terms of Use or its policies relating to the Service at any time as it deems fit. Such modifications, variations and or changes to the Terms of Use or its policies relating to the Service shall be effective upon the posting of an updated version through the Application. You agree that it shall be your responsibility to review the Terms of Use regularly and also the Terms of Use applicable to any country where you use the Service which may differ from the country where you registered for the Application (the “Alternate Country”) whereupon the continued use of the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes. You further agree that usage of the Service in the Alternate Country shall be subject to the Terms of Use prevailing for the Alternate Country..

THE COMPANY IS A**TECHNOLOGY COMPANY**THAT DOES NOT PROVIDE TRANSPORTATION SERVICES AND THE COMPANY IS NOT A TRANSPORTATION PROVIDER. IT IS UP TO THE THIRD PARTY TRANSPORTATION PROVIDERS TO OFFER TRANSPORTATION SERVICES TO YOU AND IT IS UP TO YOU TO ACCEPT SUCH TRANSPORTATION SERVICES. THE SERVICE OF THE COMPANY IS TO LINK YOU WITH SUCH THIRD PARTY TRANSPORTATION PROVIDERS, BUT DOES NOT NOR IS IT INTENDED TO PROVIDE TRANSPORTATION SERVICES OR ANY ACT THAT CAN BE CONSTRUED IN ANY WAY AS AN ACT OF A TRANSPORTATION PROVIDER. THE COMPANY IS NOT RESPONSIBLE NOR LIABLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD PARTY TRANSPORTATION PROVIDER AND/OR ANY TRANSPORTATION SERVICES PROVIDED TO YOU.

1. **Representations and Warranties**

By using the Application and the Service, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms of Use and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship. By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms of Use. You further confirm that all the information which you provide shall be true and accurate. Your use of the Service is for your own sole, personal use. You undertake not to authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Service, you agree to comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Service.

You may only access the Service using authorized means. It is your responsibility to check and ensure that you have downloaded the correct Software for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software to your device. The Company reserves the right not to permit you to use the Service should you use the Application and/or the Software with an incompatible or unauthorized device or for purposes other than which the Software and/or the Application is intended to be used.

By using the Software or the Application, you agree that:

* You will only use the Service for lawful purposes;
* You will only use the Service for the purpose for which it is intended to be used;
* You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
* You will not use the Application and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings;
* You will not use the Service, the Application and/or the Software for purposes other than obtaining the Service;
* You shall not contact the third party transportation provider for purposes other than the Service;
* You will not impair the proper operation of the network;
* You shall not intentionally or unintentionally cause or attempt to cause damage to the third party transportation provider;
* You will not try to harm the Service, the Application and/or the Software in any way whatsoever;
* You will not copy, or distribute the Software or other content without written permission from the Company;
* You will only use the Software and/or the Application for your own use and will not resell it to a third party;
* You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;
* You will provide the Company with proof of identity as it may reasonably request or require;
* You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement. You agree that the Company may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;
* You will only use an access point or data account which you are authorized to use;
* You shall not employ any means to defraud the Company or enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing passengers;
* You are aware that when requesting transportation services by SMS or use of the Service, standard telecommunication charges will apply;
* **You are aware that use of the Service can incur toll fees, ERP charges, and other similar extra fees in addition to your total ride fare, payable by you and automatically computed by the mobile application.**
* You shall not cause a nuisance or behave in an inappropriate or disrespectful manner towards the Company or the third party transportation service provider regardless of any misgivings that you may have against the Company or the third party transportation provider;
* You shall not impair or circumvent the proper operation of the network which the Service operates on;
* You agree to pay and disburse fair and correct amount of money / funds equivalent to the service fee indicated in the Application for every successful and completed rides you incur using the Application;
* You agree to be charged penalty fees in future for every late arrival to your scheduled rides, unjustifiable cancellations, and similar unfair actions you take as recorded by the Application, with the penalty fees fully payable by you to the Company thru PayNow / PayLah facility in Singapore;
* You agree that the Service is provided on a reasonable effort basis; and
* You agree that your use of the Service will be subject to the Company’s Privacy Policy as may be amended from time to time.

You agree to assume full responsibility and liability for all loss or damage suffered by yourself, the third party service provider, the Company or any third party as a result of any breach of the Terms of Use.

1. **Payment**

* You may choose to pay for the transportation services by Cash or PayNow / PayLah, with the latter being agreed between you and EZRide Driver during the ride you have booked.
* In the event that you choose to pay for the transportation services by PayNow / PayLah, you will need to register a valid IC and Singapore Mobile Phone Number which belongs to you in accordance with the instructions for registering to PayNow / PayLah services by the Singapore Banks.
* **You are to pay to the EZRide Driver any toll fees, ERP charges, and any and all such fees incurred during your ride from your pickup location to your drop off location. These fees will be added on top of your ride fare computed automatically by the mobile application.**
* When you register for the Service, you will have the option to pre-set a default “tip” amount of your choosing. This will automatically be added to the transportation fee at the end of each journey and given to the third party transportation provider unless you choose to override it with a different tip amount or to remove the tip.
* Halfway during a journey using the Service and paying by PayNow / PayLah, you are required to make payment in full to the third party transportation provider (EZRide Driver) once you get reminded by the Application, and your payment will be deducted from your bank account automatically (via PayNow / PayLah) and is non-refundable. If you have any complaints in relation to the transportation service provided, then that dispute must be taken up with the third party transportation provider directly.
* The Company reserves the right to suspend the processing of any transaction or disable payments in the event of any error in transaction where the Company reasonably believes that the transaction that may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms of Use.
* You agree that you will cooperate in relation to any financial crime screening that is required and to assist the Company in complying with any prevailing laws or regulations in place.
* You shall be responsible to resolve any ride fare disputes with your EZRide driver by paying cash if and when PayNow / PayLah fails, or vice versa, on your own.
* You shall pay the Company any penalty fees imposed on you as shown in your EZRide Wallet on or before 11:59 PM of the current day and date, thru PayNow / PayLah function triggered within the Application.

1. **EZRide Loyalty Programme**

Membership

* **To be implemented in future.**
* By using the Application, you will automatically be a member of the loyalty programme.
* As a member of the Loyalty Programme, you will gain access to the e-vouchers, promotions, discounts, free gifts, promotion codes and other benefits offered by the Company and/or third party merchants as shown on the rewards catalogue that is made available from time to time in the Application.

Earning Points

* **To be implemented in future.**
* The Company may, at its sole and absolute discretion, award you points (“Points”) which can be used to redeem for Rewards.
* The Company may, at its sole and absolute discretion, increase or decrease the rate of Points to be awarded for each selected transaction as may be notified to you from time to time. You shall not be entitled to request from the Company any explanation pertaining to the calculation methods (for crediting the Points) or other matters relating to the Points or discounts for whatsoever purposes.

Points Validity

* **To be implemented in future.**

Redemption of Rewards

* **To be implemented in future.**

Membership Tiers

* **To be implemented in future.**

Cessation of Membership

* **To be implemented in future.**

General

* **To be implemented in future.**
* To the extent as permitted by applicable laws, the Company reserves the right at any time to:

1. vary, modify or amend the terms and conditions of the Loyalty Programme (including adding or deleting any terms);
2. terminate or modify the Loyalty Programme;
3. revoke, adjust and/or recalculate any Points awarded;
4. change the number of Points required for redemption of specific Rewards or substitute any Reward with another of a similar value;
5. change the number of Points that can be earned on spending on qualifying transportation services;
6. modify the qualifications and eligibility for earning Points;
7. modify the activities that earn Points;
8. modify the methods used to calculate the number of Points to be awarded;
9. withhold or cease the awarding of Points to you;
10. modify the qualifying Points or other criteria for membership tier upgrades and renewals; and
11. change or withdraw any benefits related to a particular membership tier;

without prior notice to you and at its sole discretion.

* The Company may suspend the calculation and accrual of Points to rectify any errors in calculation or adjust the calculation as it reasonably deems fit without giving you prior notice or reason.
* You shall be responsible for any taxes, levies or duties that arise in connection with the issuance of Points to you, your redemption of Points and/or the utilization of Rewards you have redeemed and all costs and expenses relating to the same shall be borne by you.

1. **Ratings By Third Party Transport Service Providers**

The third party transport service providers have the right to rate you as a user of the Service or a user for whom you book the Service (User). Every rating will be based on, but not limited, to the User’s conduct or behaviour, before, during or after the ride has been completed.  
Every rating will be automatically logged onto the Company’s system and you agree that the Company may analyse all ratings received and reserves the discretion to take all appropriate actions including suspending your use of the Service without any notice to you.

1. **Taxes**

You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time. You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Company to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service supplied under this Agreement.

1. **License Grant & Restrictions**

The Company and its licensors, where applicable, hereby grants you a revocable, non-exclusive, non- transferable, non-assignable, personal, limited license to use the Application and/or the Software, solely for your own personal, non-commercial purposes, subject to the Terms of Use herein. All rights not expressly granted to you are reserved by the Company and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application and/or the Software in any way; (ii) modify or make derivative works based on the Application and/or the Software; (iii) create internet “links” to the Application or “frame” or “mirror” the Software on any other server or wireless or internet-based device; (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Application and/or the Software, or (c) copy any ideas, features, functions or graphics of the Application and/or the Software, (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application and/or the Software, (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents; (vii) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights, (viii) remove any copyright, trademark or other proprietary rights notices contained in the Service.

You may use the Software and/or the Application only for your personal, non-commercial purposes and shall not use the Software and/or the Application to: (i) send spam or otherwise duplicative or unsolicited messages; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party privacy rights; (iii) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software and/or the Application or the data contained therein; (v) attempt to gain unauthorized access to the Software and/or the Application or its related systems or networks; or (vi) Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity (vii) to abstain from any conduct that could possibly damage the Company’s reputation or amount to being disreputable.

1. **Intellectual Property Ownership**

The Company and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Software and/or the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. The Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Software and/or the Application, or any intellectual property rights owned by the Company and/or its licensors. The Company’s name, the Company’s logo, the Service, the Software and/or the Application and the third party transportation providers’ logos and the product names associated with the Software and/or the Application are trademarks of the Company or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term the Software and the Application herein shall include its respective components, processes and design in its entirety.

1. **Confidentiality**

You shall maintain in confidence all information and data relating to the Company, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of the Company (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from the Company, or any of its affiliated companies, or created in the course of this Agreement. You shall further ensure that it, its officers, employees and agents only use such confidential information in order to perform the Service, and shall not without the Company’s prior written consent, disclose such information to any third-party nor use it for any other purpose. You shall only disclose such information to such officers, employees and agents as need to know it to fulfil its obligations under this Agreement.

The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:

* was at the time of receipt already in your possession;
* is, or becomes in the future, public knowledge through no fault or omission of you;
* was received from a third-party having the right to disclose it; or
* is required to be disclosed by law.

1. **Personal Data Protection**

You agree and consent to the Company using and processing your Personal Data for the Purposes and in the manner as identified hereunder.

For the purposes of this Agreement, “Personal Data” means information about you, from which you are identifiable, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information about you which you have provided to the Company in registration forms, application forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by the Company from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs. The Company may also collect device data (such as your IMEI number and the names of the apps you have installed on your device) for the purpose of fraud prevention measures.

The provision of your Personal Data is voluntary. However, if you do not provide the Company your Personal Data, your request for the Application may be incomplete and the Company will not be able to process your Personal Data for the Purposes outlined below and may cause the Company to be unable to allow you to use the Service.

The Company may use and process your Personal Data for business and activities of the Company which shall include, without limitation the following (the “Purpose”):

* To perform the Company’s obligations in respect of any contract entered with you;
* To provide you with any services pursuant to the Terms of Use herein;
* To process your participation in any events, promotions, activities, focus groups, research  
  studies, contests, promotions, polls, surveys or any productions and to communicate with you  
  regarding your attendance thereto;
* Process, manage or verify your application for the Service pursuant to the Terms of Use herein;
* To validate and/or process payments pursuant to the Terms of Use herein;
* To develop, enhance and provide what is required pursuant to the Terms of Use herein to meet your needs;
* To process any refunds, rebates and or charges pursuant to the Terms of Use herein;
* To facilitate or enable any checks as may be required pursuant to the Terms of Use herein;
* To respond to questions, comments and feedback from you;
* To communicate with you for any of the purposes listed herein;
* For internal administrative purposes, such as auditing, data analysis, database records;
* For purposes of detection, prevention and prosecution of crime;
* For the Company to comply with its obligations under law;
* To send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from the Company, its partners, advertisers and or sponsors;
* To notify and invite you to events or activities organised by the Company, its partners, advertisers, and or sponsors; and/or
* To share your Personal Data amongst the companies within the Company’s group of companies comprising the subsidiaries, associate companies and or jointly controlled entities of the holding company of the group (the “Group”) and with the Company’s and Group’s agents, third party providers, developers, advertisers, partners, event companies or sponsors who may communicate with you for any reasons whatsoever.

If you do not consent to the Company processing your Personal Data for any of the Purposes, please notify the Company using the support contact details as provided in the Application.

If any of the Personal Data that you have provided to us changes, for example, if you change your e- mail address, telephone number, payment details or if you wish to cancel your account, please update your details within the Application or by sending your request to the support contact details as provided in the Application.

The Company will, to the best of its abilities, effect such changes as requested within 48 hours of receipt of such notice of change.

By submitting your information to the Company, you consent to the use of that information as set out in the form of submission and in the Terms of Use.

1. **Third Party Interactions**

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors showing their goods and/or services through the Service, the Software and/or the Application. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Group does not endorse any applications or sites on the Internet that are linked through the Service, the Application and/or the Software, and in no event, shall the Company, its licensors or the Group be responsible for any content, products, services or other materials on or available from such sites or third party providers. The Company provides the Service to you pursuant to the Terms of Use. You recognize, however, that certain third party providers of transportation, goods and/or services may require your agreement to additional or different Terms of Use prior to your use of or access to such goods or services, and the Company is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third party providers.

The Company may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidize the Service and/or to earn additional revenue. By agreeing to the Terms of Use you agree to receive such advertising and marketing. If you do not want to receive such advertising, you should notify us in writing or in accordance with the procedure determined by the Company. You agree and allow the Company to compile and release information regarding you and your use of the Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party transportation provider, other third party providers, advertisers and/or sponsors you interact with through the Service and/or advertising or marketing material supplied through the Service.

1. **Repair or Cleaning Fees**

You shall be responsible for the cost of repair for any damage to or necessary cleaning of the third party service provider’s vehicle as a result of your misuse of the Service or in breach of the Terms of Use herein. The Company reserves the right to facilitate payment for reasonable cost of such repair or cleaning on behalf of the third party service provider via your designated payment method or demand from you in cash, in the event a request for repair or cleaning request by the third party service provider has been verified by the Company.

1. **Indemnification**

By agreeing to the Terms of Use upon using the Service, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Software and/or the Application in your dealings with the third party transportation providers, third party merchants, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including third party transportation providers arranged via the Service, or (d) your use or misuse of the Service, the Software and/or the Application, or (e) your use or misuse of Rewards or your membership under the Loyalty Programme, including if you commit any fraud or misrepresent any information supplied.

1. **Disclaimer of Warranties**

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE, THE APPLICATION, THE SOFTWARE AND/OR REWARDS. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE, THE APPLICATION AND/OR THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE AND/OR REWARDS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, REWARDS OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE APPLICATION AND/OR THE SOFTWARE WILL BE CORRECTED, OR (F) THE APPLICATION OR THE SERVER(S) THAT MAKE THE APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (G) THE APPLICATION AND/OR THE SOFTWARE TRACKS YOU OR THE VEHICLE USED BY THE THIRD PARTY TRANSPORTATION PROVIDER. THE SERVICE AND REWARDS ARE PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY EXCLUDED AND DISCLAIMED TO THE HIGHEST AND MAXIMUM EXTENT.

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES AND/OR REWARDS, INCLUDING BUT NOT LIMITED TO THE THIRD PARTY TRANSPORTATION OR OTHER SERVICES AND PRODUCTS OBTAINED BY OR FROM THIRD PARTIES THROUGH THE USE OF THE SERVICE, THE APPLICATION AND/OR THE SOFTWARE AND/OR THE REDEMPTION, SUPPLY OR USE OF REWARDS. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, AND ANY THIRD PARTY SERVICES AND PRODUCTS, INCLUDING BUT NOT LIMITED TO THE THIRD PARTY TRANSPORTATION OR OTHER SERVICES AND PRODUCTS REMAINS SOLELY AND ABSOLUTELY WITH YOU AND YOU SHALL HAVE NO RECOURSE WHATSOEVER TO THE COMPANY.

1. **Internet Delays**

THE SERVICE, THE APPLICATION AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY TRANSPORTATION PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

1. **Limitation of Liability**

ANY CLAIMS AGAINST THE COMPANY BY YOU SHALL IN ANY EVENT BE LIMITED TO THE AGGREGATE AMOUNT OF ALL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN UTILISING THE SERVICE DURING THE EVENT GIVING RISE TO SUCH CLAIMS. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, ECONOMIC, FUTURE SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, EMOTIONAL DISTRESS AND LOSS OF DATA, GOODS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY OR CAUSED TO YOU OR TO ANY PERSON FOR WHOM YOU HAVE BOOKED THE SERVICE FOR, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, THE APPLICATION, THE SOFTWARE, AND/OR THE GRABREWARDS LOYALTY PROGRAMME INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, THE APPLICATION AND/OR THE SOFTWARE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDER, MERCHANT, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED TO BY THE SERVICE, THE APPLICATION, THE SOFTWARE AND/OR THE GRABREWARDS LOYALTY PROGRAMME, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY DOES NOT AND WILL NOT ASSESS NOR MONITOR THE SUITABILITY, LEGALITY, ABILITY, MOVEMENT OR LOCATION OF ANY THIRD PARTY PROVIDERS INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY PROVIDERS INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS.

THE COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD PARTY PROVIDERS INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS. UNLESS YOU ARE A CORPORATE CUSTOMER WITH A CURRENT CORPORATE ACCOUNT WITH THE COMPANY, THE COMPANY CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS, INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES AND PRODUCTS OFFERED VIA THE SERVICE, THE SOFTWARE, THE APPLICATION AND/OR THE GRABREWARDS LOYALTY PROGRAMME (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH AND ON YOU. YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SERVICE, THE SOFTWARE AND/OR THE APPLICATION, YOUR PARTICIPATION OR MEMBERSHIP IN THE GRABREWARDS LOYALTY PROGRAMME OR IN ANY WAY RELATED TO THE THIRD PARTIES INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS INTRODUCED TO YOU BY THE SERVICE, THE SOFTWARE, THE APPLICATION AND/OR THE GRABREWARDS LOYALTY PROGRAMME.

THE QUALITY OF THE THIRD PARTY TRANSPORTATION SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY TRANSPORTATION PROVIDER WHO ULTIMATELY PROVIDES SUCH TRANSPORTATION SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE SERVICE, YOU MAY BE EXPOSED TO TRANSPORTATION THAT IS POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SERVICE AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGE, COSTS OR EXPENSES INCURRED, SUFFERED OR SUSTAINED BY YOU ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION OR MEMBERSHIP IN THE LOYALTY PROGRAMME, INCLUDING WITHOUT LIMITATION:

* ANY FAILURE OR REFUSAL BY ANY THIRD PARTY MERCHANTS IN ACCEPTING THE POINTS FOR REDEMPTION OR REWARDS REDEEMED;
* ANY LOSS OF DATA AND RECORDS RELATING TO THE LOYALTY PROGRAMME;
* ANY ACTS, OMISSIONS, NEGLIGENCE OR WILFUL DEFAULT ON THE PART OF THE THIRD PARTY MERCHANTS PROVIDING THE REWARDS;
* ANY ACTS, OMISSIONS, NEGLIGENCE OR WILFUL DEFAULT ON THE PART OF THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS RELATING TO THE LOYALTY PROGRAMME; AND
* ANY LOSS OF VALUE OR BENEFIT THAT MAY ARISE AS A RESULT OF ANY CHANGES MADE TO THE LOYALTY PROGRAMME.

1. **Notice**

The Company may give notice by means of a general notice on the Application, electronic mail to your email address in the records of the Company, or by written communication sent by registered mail or pre-paid post to your address in the record of the Company. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to the Company (such notice shall be deemed given when received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the Application.

1. **Assignment**

This Agreement as constituted by the Terms of Use as modified from time to time may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company. Any purported assignment by you in violation of this section shall be void.

1. **General**

This Agreement shall be governed by **Singapore** law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Terms of Use or the Service shall be subject to the exclusive jurisdiction of the courts of **Singapore** to which you hereby agree to submit to.

In the event that the law in an Alternate Country does not allow jurisdiction to be that of the courts of **Singapore** or where judgment of a **Singapore** court is unenforceable in the Alternate Country, unresolved disputes shall be referred to the Singapore International Arbitration Centre (“SIAC”), in accordance with the Rules of the SIAC as modified or amended from time to time (the “Rules”) by a sole arbitrator appointed by the mutual agreement of the parties (the “Arbitrator”). If parties are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of SIAC in accordance with the Rules.

The seat and venue of the arbitration shall be Singapore, in the English language and the fees of the Arbitrator shall be borne equally by the parties, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.

No joint venture, partnership, employment, or agency relationship exists between you, the Company, any third party provider as a result of the Terms of Use or use of the Service.

If any provision of the Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. This shall, without limitation, also apply to the applicable law and jurisdiction as stipulated above.

The failure of the Company to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. The Terms of Use comprises the entire agreement between you, and the Company and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if any) between the parties regarding the subject matter contained herein.

You hereby agree that the Company is entitled to terminate this Agreement immediately in the event that you are found to be in breach of any of the terms stipulated in this Agreement. For the avoidance of doubt, the termination of this Agreement shall not require the Company to compensate, reimburse or cover any cost incurred by you in the course of you acquiring services from the third party transportation provider under this Agreement.

The Company is a registered business entity in Singapore with UEN No. T13LL1865J and is the owner of the EZRide application, and having its registered address at Blk. 407A Fernvale Road #25-27 Singapore 791407.