

## CHANGI PAY TERMS AND CONDITIONS

### 1. THESE TERMS AND CONDITIONS

- 1.1. **What these Terms and Conditions cover.** These Terms and Conditions (“**Terms**”) form the agreement we have with you (the “**Agreement**”) when you use and access Changi Pay (as explained at paragraph 3.1 below) and sign up for and use a Changi Pay Account (as defined below).
- 1.2. **Why you should read them.** Please read these Terms carefully before you use and access Changi Pay and sign up for and use a Changi Pay Account, as they tell you who we are, what Changi Pay and Changi Pay Account entail, how Changi Pay works, and other important information. By proceeding to use Changi Pay, creating and using a Changi Pay Account, you are indicating your unconditional agreement to these Terms. **For the avoidance of doubt, CAG is not the issuer and/or operator of Changi Pay and Changi Pay Accounts, and does not provide payment services relating to the use of Changi Pay and Changi Pay Accounts (except in respect of CR e-voucher(s), where relevant), and these Terms is not an agreement with you to issue and/or operate Changi Pay and Changi Pay Account. Liquid Group Pte Ltd (“Liquid Group”) is the issuer and operator of Changi Pay and Changi Pay Accounts, and the payment services relating to the use of Changi Pay and Changi Pay Accounts are or will be provided by Liquid Group (except in respect of CR e-voucher(s), where relevant), and you will be required to also accept Liquid Group’s terms and conditions relating to Changi Pay to use Changi Pay. Please refer to paragraph 3 below.**
- 1.3. **We may update these Terms.** We may amend these Terms from time to time to reflect any changes in the way Changi Pay is made available, changing legal requirements, or otherwise. We may make changes by posting them on this page without notification to you. Where appropriate, we may notify these changes to you upon your login to access Changi Pay or using other communication channels. It is your responsibility to check and read the most up-to-date versions of these Terms, and you are deemed to have notice of the amended versions upon publication of the amended Terms.

### 2. INFORMATION ABOUT US

- 2.1. **Who we are.** In these Terms, “we”, “us” or “our” refers to Changi Airport Group (Singapore) Pte. Ltd., UEN No. 200910817N, the Singapore-registered entity that manages and operates Singapore Changi Airport (“**CAG**”), and includes our employees, officers and agents.
- 2.2. **Our related companies may be parties to the Agreement.** Where any of the programmes or platforms are run by our subsidiaries or related corporations, such entities will be parties to this Agreement too, and “we”, “us” and “our” will be read as a reference to them and their employees, officers and agents. CAG, CAG’s subsidiaries and related corporations will collectively be referred to in these Terms as the “**CAG Group**”.

### 3. CHANGI PAY ACCOUNT

- 3.1. **Our business partnership with Liquid Group.** “Changi Pay” is a payment services widget that is maintained, provided by and operated by Liquid Group, and such widget is hosted on the iChangi App. Changi Pay can be used by you to carry out payment services. Changi Pay is made available for use pursuant to CAG’s business partnership with Liquid Group.

- 3.2. (a) Liquid Group is the issuer and operator of Changi Pay and Changi Pay Accounts, and it provides payment services relating to the use of Changi Pay and Changi Pay Accounts (except in respect of CR e-voucher(s), where relevant).
- (b) The use and access of Changi Pay, and the creation and use of the Changi Pay Account, are subject to:-
- i. these Terms; and
  - ii. Liquid Group's terms and conditions relating to Changi Pay ("**Liquid Group T&Cs**"). Please refer to: <https://www.liquidpaygroup.com/changi-pay-terms-and-conditions/> for the Liquid Group T&Cs.
- 3.3. **Eligibility.** To register for and create a Changi Pay Account, you must have downloaded the iChangi App on your device, be a Changi Account User, and meet all other eligibility requirements as required under the Liquid Group T&Cs (including but not limited to being at least 18 years of age (or the minimum legal contracting age in your country, whichever is the higher).
- 3.4. By registering for and creating a Changi Pay Account:-
- (a) You represent and warrant that you are eligible to register and create a Changi Pay Account in accordance with paragraph 3.3 above;
  - (b) You represent and warrant that all media, Personal Data and other information or data provided about yourself or others to CAG for purpose of the Changi Pay Account are true, complete and accurate.
- 3.5. **Functions available on Changi Pay.** The functions available on Changi Pay as at the date of these Terms are as set out below. The available functions may be revised from time to time.
- (a) Changi Rewards loyalty programme owned and administered by CAG ("**CR**")
    - (i) Your Changi Pay Account will be automatically linked to your CR account, through your CR membership number.
    - (ii) You will be able to view the available CR e-voucher(s) credited into your CR account and apply such CR e-voucher(s) towards your eligible purchases made at Singapore Changi Airport and/or Jewel Changi Airport, where applicable-
    - (iii) Where you carry out eligible payment transactions for purchases at Singapore Changi Airport and/or Jewel Changi Airport using your Changi Pay Account, the CR points awarded on your spending will be credited into your CR account automatically.
    - (iv) You acknowledge that the redemption of CR points to CR e-vouchers or other items in the CR redemption catalogue can only be carried out through the iChangi App or through "rewards.changiairport.com", and not through Changi Pay or your Changi Pay Account.
    - (v) CR, including but not limited to the use of CR e-voucher(s) and the award and redemption of CR points, is subject to the CR terms and conditions (<https://rewards.changiairport.com/en/terms-and-conditions.html>).

- (b) Tokenised Credit Card/ Debit Card
  - (i) You can tokenise your credit card/ debit card to, or remove such tokenised credit/ debit card from, your Changi Pay Account in accordance with the Liquid Group T&Cs.
  - (ii) Your tokenised Credit Card/ Debit Card can be used to make contactless payment at merchants who accept such contactless payments by Changi Pay, such as merchants who are acquired by Liquid Group. Such use shall be subject to the Liquid Group T&Cs and the terms and conditions of your tokenised credit/ debit card.
  
- (c) Third-party vouchers
  - (i) From time to time, third parties may issue digital vouchers through Liquid Group to be published by Liquid Group in various e-wallets, including Changi Pay ("**Third Party Vouchers**").
  - (ii) The Third Party Vouchers available in your Changi Pay Account may be redeemed on eligible transactions, and the use of such Third Party Vouchers is subject to the terms and conditions of the relevant Third Party Voucher.

### 3.6. **Your Responsibilities**

- (a) **You are responsible for all transactions and activities through the Changi Pay Account.** You will be solely liable for all instructions, transactions and activities conducted through (or purportedly through) your Changi Pay Account regardless of whether or not they were authorised by you. You will be responsible for all access to or use of the Changi Pay Account.
  
- (b) **You are solely responsible for all content you upload.** You agree that you upload, share or transmit all content (including Personal Data) ("**User Content**") at your own risk. We are not obliged to retain the User Content and you are encouraged to retain a back-up of it.
  
- (c) **Other things you cannot do.** There are some things that you shall not, and shall not permit any person to do:
  - (i) Reproduce, reverse engineer, modify, adapt, decompile, redistribute, sublicense, prepare derivative works from, translate, disassemble, or otherwise attempt to derive source code from (i) Changi Pay; (ii) the Changi Pay Account; or (iii) any and all works of authorship, documents, software, content, know-how, inventions, processes, designs and other materials supplied or made available to you in connection with Changi Pay or Changi Pay Account (the "**Account Materials**");
  
  - (ii) Use Changi Pay, Changi Pay Account and/or Account Materials for any illegal activity, unlawful purpose, or for any purpose prohibited by these Terms. You must comply with all applicable laws, statutes, rules or regulations ("**Applicable Laws**") in your use and access of Changi Pay, Changi Pay Account and/or Account Materials;
  
  - (iii) Upload, share or transmit any User Content of any type that: (A) implies endorsement, association or affiliation with us (where there is none), (B) violates Applicable Laws, (C) is false, offensive, inappropriate, profane, defamatory, obscene, indecent, inaccurate, misleading or fraudulent, (D) might incite hatred in

or offend any ethnic or religious group, (E) breaches any obligation of confidentiality, rights of personality or privacy, and/or infringes or violates any rights of any person including intellectual property rights;

- (iv) Log into or use any Changi Pay Account that is not yours or use the Account Materials to access data not intended for you.

(d) **Protection against unauthorized use.**

- (i) To protect your Changi Pay Account against any unauthorized use, you shall not disclose your personal identification number (“**PIN**”) or any other access codes to your Changi Pay Account to any other person. In addition, you shall not allow any other person to use your Changi Pay Account to carry out any payment transaction to avoid compromising the security of your Changi Pay Account.
- (ii) Emails and/or mobile one-time password (“**OTP**”) may be sent to your email or mobile number registered with Liquid Group as may be necessary to ensure that payment transactions carried out using your Changi Pay Account are valid and authorized by you. You shall not share such OTP with any other person to avoid compromising the security of your Changi Pay Account.

(e) **Provision of information as required by law.**

- (i) Where required pursuant to Applicable Laws and such other regulations, notices and guidelines issued by the relevant government and regulatory authority (“**Regulatory Requirements**”), including but not limited to the Singapore Payment Services Act 2019 (No. 2 of 2019) (“**PS Act**”) and Notices on Prevention of Money Laundering and Countering the Financing of Terrorism issued by the Singapore Monetary Authority of Singapore, you shall provide to CAG such data to for the purposes of establishing your identity to ensure the adherence of CAG, Liquid Group and you to Applicable Laws and Regulatory Requirements. You agree that such data provided by you to CAG may be transferred to Liquid Group for purpose of compliance with Applicable Laws and Regulatory Requirements.
- (ii) You agree that you will cooperate in relation to any anti-money laundering and countering terrorism financing screening that is required and to assist CAG in complying with Applicable Laws and Regulatory Requirements.
- (iii) If you fail to comply with paragraphs 3.6(e)(i) and 3.6(e)(ii) above, you agree that Liquid Group shall have the right to suspend your use of Changi Pay and your Changi Pay Account until such time as determined by Liquid Group.

- (f) **You agree to compensate us in certain situations.** You shall indemnify and hold us harmless from and against all claims, demands, choses in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:-

- (i) your use or misuse of Changi Pay, your Changi Pay Account and/or Account Materials;
- (ii) the User Content;
- (iii) your acts, defaults or omissions or any breach, performance, negligent performance or non-performance of this Agreement;
- (iv) the breach of any representation or warranty that you make under this Agreement;
- (v) the enforcement of this Agreement; and/or
- (vi) any claim made against us for actual or alleged infringement of a third party's IP rights or breach of confidentiality arising out of or in connection with the Agreement.

### 3.7. How your Personal Data may be Used

- (a) **You consent to providing us with your Personal Data.** To use Changi Pay and/or create a Changi Pay Account, you will need to provide Liquid Group with your credit card details, and information about your nationality and national identification number in accordance with your national identification documents ("**ID Info**"), which will be processed in accordance with Liquid Group T&Cs. Additionally, you will need to provide us with your Personal Data, including your name, email, contact number and your CR membership number. You consent to us processing your Personal Data in the following manner:-
  - (i) We may use your Personal Data for the purposes of your use of Changi Pay and/or the Changi Pay Account and for such other purposes as particularized in paragraph 3.7(b) (collectively, the "**Relevant Purposes**").
  - (ii) We may disclose your Personal Data to Liquid Group and also to any of our subsidiaries, affiliates, service providers, tenants, partners and/or agents for the Relevant Purposes.
  - (iii) We may collect, use, disclose, store and otherwise process any of the Personal Data you had provided to us in accordance with all applicable privacy laws and CAG's Privacy Policy (<https://www.changiairport.com/en/privacy-policy.html>).
  - (iv) Your consent applies to all Personal Data that had been provided to us prior to, after or through the creation of the Changi Pay Account. You represent and warrant that any Personal Data you disclose to us about you or any other person is true, complete and accurate.
- (b) **As mentioned above, you consent to us processing your Personal Data for the following Relevant Purposes:-**
  - (i) To respond to enquiries and feedbacks from you relating to (1) Changi Pay and Changi Pay Account in so far as they are in respect of CR; and/or (2) Account Materials;
  - (ii) To enable Liquid Group to respond to your enquiries and feedback relating to Changi Pay and Changi Pay account;
  - (iii) To facilitate access to Changi Pay, Changi Pay Account and/or Account Materials respectively (including disclosure to a third party service provider for this purpose).

- (iv) To enable Liquid Group to process any Changi Pay or Changi Pay Account related transaction, including payment, voiding payment, managing dispute resolution and carrying out refunds. For avoidance of doubt, CAG will not handle or manage any issue relating to payment transactions carried out with Changi Pay or any dispute relating to such payment transactions.
  - (v) To enable Liquid Group, directly or through third parties, to request from you your ID Info to validate your identity as a user of the Changi Pay Account. You consent that Liquid Group may contact you to take steps to confirm ownership of your credit/ debit/ charge cards or to verify your ID Info against third party data bases or through other sources.
  - (vi) To facilitate any other operations and services provided by the CAG Group and our business partners.
  - (vii) To match Personal Data you provide to CAG in relation to Changi Pay and/or Changi Pay Account with other data we hold or will hold about you (such as data collected through your prior, current, or future interactions with us and your flight and travel details, or data which you have permitted third parties to disclose to us), to optimize our operations and the services we offer to you, including through the provision of relevant and personalized content designed to make the user experience smoother and more enjoyable.
  - (viii) To carry out profiling and statistical analysis to improve the products and services, that the CAG Group and our business partners offer, and to enrich the interactions that the CAG Group and our business partners may have with you. CAG may disclose your personal data to other entities within the CAG Group or our business partners where such disclosure is reasonably necessary to achieve the outcomes of the profiling and statistical analysis undertaken.
  - (ix) To notify you of any update of these Terms or changes to Changi Pay and/or Changi Pay Account.
  - (x) To disclose or notify government or regulatory authorities to fulfill any of our obligations under the applicable laws and regulations.
  - (xi) For any other purposes listed in these Terms or other terms and conditions binding between yourself and us including the Changi Account Terms and Conditions.
- (c) **Amending your Personal Data.** If you wish to make any change to your name, mobile number or email address for purpose of Changi Pay or your Changi Pay Account, please make such changes through your Changi Account. You consent to CAG informing Liquid Group of such changes for purpose of Changi Pay and/or your Changi Pay Account.

### 3.8. Your termination of Changi Pay Account

- (a) **Terminating your Changi Pay Account.** You can terminate your Changi Pay Account in accordance with Liquid Group T&Cs. Upon termination of your Changi Pay Account, your obligations under these Terms shall cease. For the avoidance of doubt, you will still be

responsible for all obligations up to the termination date (including any payment obligations), and we can take action against you for any antecedent liability before the termination date.

3.9. For purpose of these Terms:-

- (a) **“iChangi App”** means the mobile application owned by CAG known as ‘iChangi’.
- (b) **“Changi Account User”** means a user who has signed up with CAG for an account issued by CAG to allow such user to access the relevant platforms and programmes run by CAG from time to time, such account known as a **“Changi Account”**.
- (c) **“Changi Pay Account”** means the registered Changi Pay payment account issued and operated by Liquid Group, and issued to a User, which may be used to initiate payment orders or execute payment transactions.
- (d) **“Personal Data”** means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which the organisation has or is likely to have access.
- (e) **“User”** means you or any individual who has successfully registered (and who continues to be so registered) with Liquid Group to use Changi Pay and the Changi Pay Account.

#### 4. DISCLAIMERS AGAINST WARRANTIES, REPRESENTATIONS AND LIABILITY

4.1. **Changi Pay, Changi Pay Account and Account Materials are made available on an “as is” and “as available” basis without warranties of any kind.** To the fullest extent permitted by the law, we do not make any representations or warranties of any kind related to Changi Pay, Changi Pay Account and the Account Materials, and disclaim all express, implied or statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law. This includes a disclaimer on warranties of accuracy, completeness, correctness, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of Changi Pay and Changi Pay Account.

4.2. **What we are not responsible for.**

- (a) For the avoidance of doubt, CAG is not the issuer and/or operator of Changi Pay and Changi Pay Accounts, and does not provide payment services relating to the use of Changi Pay and Changi Pay Accounts (except in respect of CR e-voucher(s), where relevant), and these Terms is not an agreement with you to issue and/or operate Changi Pay and Changi Pay Account.
- (b) Liquid is the provider of all payment services carried out through Changi Pay and Changi Pay Accounts, and Liquid is responsible for the payment transactions carried out using Changi Pay and Changi Pay Accounts (except in respect of CR e-voucher(s), where relevant). We do not contract on behalf of you, or any User, to accept any funds (including funds paid by any bank in respect of purchases charged to the credit/ debit card tokenized on your Changi Pay Account) for the purpose of transferring or arranging to transfer such funds to merchants for payment transactions carried out using Changi Pay and Changi Payment Accounts.
- (c) Changi Pay is provided by Liquid Group on compatible devices. There are some things that we are not responsible for because they are out of our control or they relate to how Changi

Pay works or some other system that Liquid Group uses, including but not limited to (i) the performance or operation of your device; (ii) the performance or operation of Changi Pay; (iii) if Liquid Group stops or suspends you from using Changi Pay or your Changi Pay Account, or if your device no longer works with Changi Pay.

- (d) We are not under any obligation to verify the authenticity of any transactions and activities conducted through your Changi Pay Account.
- (e) We will not verify any use or access to your Changi Pay Account using any fingerprint recognition feature, face recognition feature or passcode stored on any of your devices.
- (f) We are not responsible for the performance of Liquid Group or any other third parties regarding any arrangement or agreement you enter into with them in relation to Changi Pay and your Changi Pay Account.
- (g) All transactions carried out with your Changi Pay Account are transactions between yourself and the relevant merchant. We are not responsible or liable for the acts or default of any merchant (including in respect of any defect or deficiency in the goods and/or services provided by the merchant). We are not an agent or representative of the merchant.

4.3. **What else we cannot guarantee.** There are certain things we cannot provide an assurance of:-

- (a) We do not guarantee continuous accessibility to all functions and features of Changi Pay and your Changi Pay Account or uninterrupted operation of Changi Pay and your Changi Pay Account, or that access and use of Changi Pay and your Changi Pay Account will be error-free.
- (b) We do not guarantee that defects will be corrected or that Changi Pay and your Changi Pay Account, and all connected servers, will be free of all viruses and/or other malicious, destructive or corrupting code, programme or macro.
- (c) We do not guarantee that the use of Changi Pay and your Changi Pay Account will not be an infringement or misuse of any third-party rights, including intellectual property rights.

4.4. **No liability for direct, indirect or consequential damages.** We are not liable to you or any third party for any damage or loss of any kind including direct or indirect, special or consequential damages, loss of income, revenue or profits, loss or damage to data, or damage to your device, software or any other property, even if we had been advised of such damage or loss or were negligent, whether arising directly or indirectly in connection with:-

- (a) The download, installation, access to or use of Changi Pay, Changi Pay Account and/or the Account Materials.
- (b) Any loss or unavailability of access to or use of Changi Pay, Changi Pay Account and/or the Account Materials.
- (c) Any breakdown or malfunction of any equipment system or software used in connection with Changi Pay, Changi Pay Account and/or the Account Materials, whether belonging to us or not, including any electronic terminal, server, system, telecommunication or other communications network or system.

- (d) Any use, misuse, purported use or misuse or unauthorised use of Changi Pay, your Changi Pay Account and/or the Account Materials.
- (e) Any inaccuracy or incompleteness, or delays, interruption or errors or omissions, in the transmission of the Account Materials.
- (f) Any loss or corruption of any of your data and any content you upload, share or transmit (including Personal Data) in the course of your access or use of Changi Pay, your Changi Pay Account and/or the Account Materials.
- (g) Any Personal Data breach, or breach of security of Changi Pay, your Changi Pay Account and/or the Account Materials, whether it is from errors, unauthorised access, corruption or destruction of systems (including those caused by any security vulnerabilities, viruses, malware, malicious, destructive or corrupting code, programme or macro, Trojan horses, defects, or other cybersecurity incidents).
- (h) Any infringement or misuse of third-party rights, including intellectual property rights, by us in connection with Changi Pay, your Changi Pay Account and/or the Account Materials.
- (i) Any transaction carried out using Changi Pay and your Changi Pay Account (including any erroneous or unauthorised transaction).
- (j) Any enhancement, upgrade, modification, maintenance or updates to Changi Pay, your Changi Pay Account and/or the Account Materials carried out by Liquid Group.
- (k) Any denial of, restriction of access to, or suspension of, your Changi Pay Account by Liquid Group.
- (l) Any act, omission, negligence, misconduct or default of Liquid Group and its employees, contractors and/or agents, in relation to Changi Pay and/or your Changi Pay Account.

4.5. Without limiting any of the above, no action may be brought by you against us, under these Terms or related to Changi Pay, your Changi Pay Account and/or the Account Materials, more than 1 year after the cause of action arose.

## 5. THE RIGHTS WE RESERVE

- 5.1. **We may take verification measures.** Even though you are solely responsible for anything that happens through your Changi Pay Account, we may choose to take verification measures that require you to prove your identity or confirm your actions conducted on your Account. We are not obliged to take these measures but if we do so we may decline to act on your instructions or delay acting on your actions through the Account, without liability to you for any losses, damages, costs or expenses suffered or incurred (collectively, "**Liability**").
- 5.2. **We may verify the eligibility of your purchases.** Where we issue to you any benefit or reward (such as vouchers, discounts, CR points etc.) on eligible purchase transactions made using your Changi Pay Account, we may conduct verification checks on the eligibility of the relevant purchase transactions. We reserve the right to withdraw from you any benefit or reward that has been issued erroneously or by mistake.

## 6. INTELLECTUAL PROPERTY

- 6.1. **We own or have licenses to all the intellectual property in connection with Changi Pay, Changi Pay Account and the Account Materials.** Intellectual property includes copyright, trademarks, trade secrets, designs and patents, registered or not (“IP”). This includes IP in any of Changi Pay, Changi Pay Account and Account Materials, like software, code, graphical user interfaces, media, content or logos, made available or accessible via Changi Pay and/or Changi Pay Account. You cannot use or reproduce any IP including trademarks, logos, trade names or similar marks, from Changi Pay and/or Changi Pay Account, without our prior written consent or that of the relevant third-party licensor notified by us.
- 6.2. **Feedback deemed to be non-confidential.** All feedback about Changi Pay and/or Changi Pay Account shall be deemed to be non-confidential, and CAG is free to adopt or use this feedback for any purpose without account to you.

## 7. HYPERLINKS

- 7.1. **There may be hyperlinked material not maintained or controlled by us.** Some of the webpages in Changi Pay may hyperlink to pages or material not within our control. You access such pages or material at your own risk, and we will not be liable for any damages or loss from access to the hyperlinked pages or material.

## 8. CONTACT INFORMATION AND NOTICES

- 8.1. **How to contact us for queries.**

(a) If you have a general query on Changi Pay that is not related to payment transactions carried out with Changi Pay, you can contact CAG using the following channels:-

Address: Singapore Changi Airport, P. O. Box 168, Singapore 918146  
(Please include “Changi Pay Team” in the “attention” field.)

Email: [enquiry@changiairport.com](mailto:enquiry@changiairport.com)  
(Please include “Changi Pay” in the subject header.)

Number: +65 6595 6868

- (b) For all other queries and issues relating to payment transactions carried out with Changi Pay, including voiding of payment transactions, disputing payment transactions, carrying out of refunds, use of Third-Party Vouchers, please contact Liquid Group directly via [support@liquidpay.com](mailto:support@liquidpay.com) in accordance with the Liquid Group T&Cs. If CAG receives any query of such nature, we will direct such query to Liquid Group and Liquid Group will respond to you accordingly.
- 8.2. **How we may contact you.** We may contact you at the contact details you have provided, including at your residential address, email address or mobile number, according to any preferred way you have made known to us (whether through Changi Pay, your Changi Pay Account or other programmes or platforms run by CAG, or otherwise).

8.3. **Notices to us.** Any notices will be deemed to have been received by us upon posting by registered post or a successful delivery (without failure notification) to the addresses or email addresses provided to you above respectively at paragraph [8.1].

8.4. **Notices to you.** Any notices will be deemed to have been received by you:-

(a) upon posting by registered post to the address you had provided to us;

(b) upon successful delivery (without failure notification) to the email address you had provided to us;

(c) if we had successfully delivered a short, web or instant text message to the mobile number you provided to use; or

(d) if we had posted the notice on Changi Pay.

8.5. **“Writing” includes emails.** When we use the words “writing” or “written” in these Terms, this includes emails.

## 9. OTHER IMPORTANT TERMS

9.1. **When there is an event beyond both our reasonable control, either of us will be excused from the performance of this Agreement.** If either of us is by reason of an event or circumstance the occurrence and/or the effect of which the party affected thereby is unable to control, prevent and avoid, including but not limited to acts of God, acts of civil or military authorities, fires, epidemics, epidemic outbreaks, pandemics, infectious diseases, governmental restrictions, earthquakes, storms, typhoons, floods, breakdowns in electronic and computer information and communications systems, network outages, war, hostilities, insurgency, terrorism, civil commotion or riots, industrial action by workmen, strikes, lockouts, labour disputes or embargoes in Singapore (“**Force Majeure**”) rendered unable to perform obligations under this Agreement, then upon notice in writing of such Force Majeure, the party affected shall be excused from performance of obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist.

9.2. **We may transfer this Agreement to someone else.** We may assign or transfer our rights and obligations under these Terms to another organisation without notifying you. Your acceptance of these Terms represents your consent to such an arrangement.

9.3. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

9.4. **Nobody else has any rights under this Agreement.** A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act or otherwise to enforce or enjoy any of these Terms.

9.5. **If a court finds part of this Agreement illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them (or part of them) are unlawful, the remaining paragraphs or parts will remain in full force and effect.

- 9.6. **Even if we delay in enforcing this Agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 9.7. **Which laws apply to this Agreement and where either of us may bring legal proceedings.** These Terms are governed by the laws of Singapore. Subject to paragraph 9.8, both you and us agree to submit to the non-exclusive jurisdiction of the Singapore courts to resolve any dispute arising out of or in connection with the Agreement, including its validity or formation.
- 9.8. **We can choose to refer a dispute to arbitration.** We may, at our sole discretion, elect to refer any dispute stated in paragraph 9.7 to arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore, language of the arbitration shall be English and the tribunal shall consist of 1 arbitrator to be agreed upon by you and us. If there is no agreement, the arbitrator will be appointed by the President of the SIAC.