

## **CHANGI PAY TERMS OF USE**

## **ACCEPTANCE OF TERMS**

- 1. (a) These terms of use constitute a contract ("Agreement") between you (referred to as "you" or "your" or "User") and Liquid Group Pte. Ltd. (referred to as "Liquid" or "we" or "us" or "our") and applies to your use of our services on Changi Pay and the User Account (the "Services"). "Changi Pay" is a payment services widget that is maintained, provided by and operated by Liquid, and such widget is hosted on the iChangi App. Changi Pay and the User Account can be used by you to carry out payment services. Changi Pay is made available for use pursuant to CAG's (as defined below) business partnership with Liquid Group and the use of Changi Pay requires the creation of a User Account.
  - (b) Liquid is the issuer and operator of Changi Pay, and the User Account is issued and operated by Liquid. In addition, the payment services relating to the use of Changi Pay and the User Accounts are provided by Liquid. For the avoidance of doubt, Changi Airport Group (Singapore) Pte. Ltd. ("CAG") is not the issuer and operator of Changi Pay and the User Accounts, and CAG does not provide payment services relating to the use of Changi Pay and the User Accounts.
- 2. By registering as a User on Changi Pay, you agree that you have read, agree with and accept all of the terms and conditions in this Agreement as well as our Privacy Policy ("Privacy Policy") (which applies to your credit card details and your ID Info collected pursuant to Clause 8 and 9 below) which is available at <a href="https://www.liquidpaygroup.com/changi-pay-privacy-policy/">https://www.liquidpaygroup.com/changi-pay-privacy-policy/</a> and is incorporated into this Agreement by this reference. We may amend this Agreement at any time by posting a revised version on Changi Pay. The revised version shall be effective at the time we post it. If you do not accept the terms of this Agreement, please do not use Changi Pay or your User Account or any of the Services offered or provided therein.
- 3. While this Agreement applies to your access to and/or use of Changi Pay and User Account, they may be supplemented or changed by the terms and conditions relating to (i) the use of specific aspects of products, services, offers, promotions, rewards, applications, programmes, functions and/or features made available on or through Changi Pay and User Accounts, and/or (ii) more comprehensive and/or updated version(s) of Changi Pay (collectively the "Additional Terms"), which shall apply in full force and effect, where applicable. In the event of any inconsistency between these Terms and the Additional Terms, the Additional Terms shall, unless otherwise provided, prevail.
- 4. You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Services.
- 5. We reserve the right to close, suspend, or limit your access to your User Account, the Services or New Services, and/or limit access to your funds if you violate this Agreement or any other agreement you may enter into with us.



## **SERVICES AND ELIGIBILITY**

- 6. Liquid facilitates payments and acts as such by providing our Services to you via Changi Pay and your User Account. Our Services allow you to make payments, and, where applicable, to receive payments via Changi Pay and your User Account. The availability of our Services may vary from country to country. We do not have any control over, and are not responsible or liable for, the goods or services that are paid for via Changi Pay and User Accounts. We cannot ensure that a Merchant you are dealing with using Changi Pay will actually complete the transaction. We shall have the right (but not the obligation) to introduce New Services to Changi Pay from time to time and from country to country.
- 7. You must have downloaded the iChangi App on your device, be a Changi Account User, and be at least eighteen (18) years of age (or the minimum legal contracting age in your country, whichever is the higher) and a resident of one of the countries in which the Services are offered to use the Services. If you are under eighteen (18) or the minimum legal contracting age in your country, you may use the Services only with the involvement of a parent or guardian. Only individuals can register as a User and each individual is entitled to only one User Account. No corporations, trusts, partnerships or other legal entities can be enrolled as a User.
- 8. In order to open and maintain a User Account, you must first be a Changi Account User and you provide us with correct and updated information about your nationality and national identification number in accordance with your national identification documents ("ID Info"). Your registration must be followed with the submission of such supporting documentation and information in respect of the ID Info as we may require from time to time in order to identify you and perform checks and verification of information or otherwise, including anti-fraud, anti-terrorism and anti-money laundering verification as may be required by law. You agree that all documentation and information in respect of the ID Info provided to us is truthful, accurate and complete as at the time of registration and throughout such time that you remain a User. We retain the sole and absolute discretion to approve or reject any registration in whole or in part. We shall not be required to provide any reason or explanation for our decisions.
- 9. Your Personal Data. By signing up for, accessing and using Changi Pay and User Account, you would have provided Personal Data to CAG. For us to provide you with our Services, CAG will have to send your Personal Data to us. Our use of your Personal Data will be consistent with the terms and conditions governing the relationship between yourself and CAG relating to the use of Changi Pay ("CAG Changi Pay T&Cs"). Additionally, you will need to provide us with your credit card details and your ID Info. "Personal Data" means data, whether true or not, about an individual who can be identified from that data and other information to which the organisation has or is likely to have access.
- 10. Your contact information. It is your responsibility to keep your email address and mobile number in your Changi Account up to date so that we can communicate with you electronically. You understand and agree that if we send you an electronic communication but you do not receive it because your email address or mobile number in the Changi Account records is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communication, we will be deemed to have provided the communication to you effectively. Please add Liquid's email address <a href="mailto:support@liquidpay.com">support@liquidpay.com</a> to your email address book so that the email communications we send to you are not blocked or re-routed by a spam filter.
- 11. You may update your contact information through your Changi Account only.
- 12. **Identity Verification.** You authorize Liquid, directly or through third parties, to request from you your ID Info to validate your identity as a User. This may require you to take steps to confirm



ownership of your credit/debit/charge cards or to verify your ID Info against third party databases or through other sources.

- 13. **Mobile Application**. You are required to use the latest versions of Changi Pay in order to use our Services. Changi Pay may only be used as a module on the iChangi App. Only supported devices as defined by the official channel platforms may use Changi Pay. We are not responsible for or obliged to support any devices that do not meet these standards. All terms that have been included in this Agreement are applicable to all versions, past and present, of the relevant Changi Pay and User Accounts. You acknowledge that we have entered into agreements with, and owe certain obligations to CAG in connection with the issuance, operation and distribution of Changi Pay and User Accounts. We accept no liability for any loss or damage arising directly or indirectly from any act or omission of any app store provider, or otherwise from the relationship between Liquid and CAG.
- 14. **Mobile Application License.** We hereby grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use Changi Pay hosted on the iChangi App and User Account, solely in object code format and solely for your personal use for lawful purposes. With respect to any open source or third-party code that may be incorporated in Changi Pay, such open source code is covered by the applicable open source or third-party license, if any, authorising use of such code. You agree not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute, sell, trade, exploit or use Changi Pay and User Accounts for any commercial or other purposes.
- 15. **Mobile Services.** You acknowledge and agree that your use of any mobile services such as data when using Changi Pay and User Account may entail additional charges with your respective mobile service providers and you shall be responsible for such charges (where applicable).

## **PAYMENT SERVICE**

- 16. Payment Limits. We may, at our discretion or if required by law, impose limits on the amount of payments you can make through our Services or the amount that you can hold in, or top-up to any E-Money Facilities (as defined below) (if any) hosted on Changi Pay. If you have a Verified Account or if you meet certain requirements that we may impose from time to time or as required by law, we may in our sole discretion increase your limits. As at the date of this version of this Agreement, the aggregate amount of e-money (including any electronic vouchers issued by CAG which constitute "e-money" under the Payment Services Act) that a User of Changi Pay can hold at any time in his User Account shall not exceed \$\$1,000 (or such equivalent aggregate amount in foreign currencies) or such other lower limit as may be prescribed through the terms and conditions of the relevant type of e-money (whichever limit is lower), and the total value of consumer payment transactions that a User of Changi Pay can carry out with his User Account using e-money in a calendar year may not exceed \$\$30,000 (or such equivalent aggregate amount in foreign currencies).
- 17. Payment Methods. You may register your credit/debit/charge card with our Services to facilitate the processing of payment transactions using Changi Pay and User Account. The payment method must be associated with a billing address in a country where our Services are made available. By registering your credit/debit/charge card with us, you authorize us to confirm that your credit/debit/charge card is in good standing with the issuing financial institution, including, but not limited to, us submitting a request for a payment authorization and/or a low dollar credit and/or debit to the relevant credit/debit/charge card, in accordance with the relevant card association rules as applicable. You also authorize us to obtain from time to time a credit report and/or to otherwise make credit or other background inquiries as we deem appropriate to evaluate your registration for or continued use of the Services.



- 18. **Preferred Payment Method**. You may select a preferred payment method each time you make a payment or to automatically top-up your any E-Money Facilities (if any) hosted on Changi Pay. By adding a credit/debit/charge card as a payment method on Changi Pay and User Account, you are providing us with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a payment method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your User Account.
- 19. Bank/Credit Card/Debit Card Fees. Your bank, credit/debit/charge card company may charge you fees for sending or receiving funds through Changi Pay and User Account. You may be charged fees even when your transaction is domestic, and does not require a currency conversion. Liquid is not liable for any fees charged to you by your bank, credit/debit/charge card company or other financial institution based on your usage of Changi Pay and User Account.
- 20. Prepaid cards/Stored value facilities/e-money facilities. We may from time to time work with a financial institution or any other third party, to allow electronic prepaid cards / stored value facilities / e-money facilities that are issued and operated by such financial institution or third party and hosted on Changi Pay (referred to as "E-Money Facilities"). Such E-Money Facilities are subject to the terms and conditions of the relevant issuer and although they may be used for payments via Changi Pay and User Accounts, they are not managed or operated by Liquid. As such, we do not assume any responsibility or liability for any matters relating to your use of these E-Money Facilities. If you have any queries relating to the use or balance amount in, or any transaction made using, the E-Money Facilities, please contact the issuers directly.

# **CLOSING YOUR USER ACCOUNT**

- 21. You may close your User Account at any time by writing to us with your request at <a href="mailto:support@liquidpay.com">support@liquidpay.com</a>. Upon the closure of your User Account, we will cancel any pending transactions, unless legally prohibited.
- 22. **Limitations on User Account Closure**. You may not evade an investigation by closing your User Account. You will remain liable for all obligations related to your User Account even after the User Account is closed.

# **ERRONEOUS AND UNAUTHORISED TRANSACTIONS.**

- 23. Erroneous and Unauthorized Transactions. An erroneous and unauthorized transaction occurs when a payment is sent from your User Account that you did not authorize and that did not benefit you. For example, if someone steals your password or mobile and uses Changi Pay to access your User Account, and sends a payment from your User Account, an Unauthorized Transaction has occurred. If you give someone access to your User Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use.
- 24. **Notification Requirements.** You should immediately notify us at <a href="mailto:support@liquidpay.com">support@liquidpay.com</a> if you believe that:
- there has been an erroneous or unauthorized transaction or unauthorized access to your User Account;
- there is an error in your User Account history statement (you can access your User Account history statement by logging into your User Account on Changi Pay and clicking on a link to "History");
- your password has been compromised;
- your Changi Pay mobile-activated phone has been lost, stolen or deactivated; or
- you need more information about a transaction listed on the statement or transaction confirmation.



- 25. When you notify us, please provide us with all of the following information:
- Your name, email address and mobile number registered to your User Account;
- A description of any suspected erroneous or unauthorized transaction and an explanation as to why you believe it is so or why you need more information to identify the transaction; and
- the amount of any suspected erroneous or unauthorized transaction.
- 26. During the course of our investigation, we may request additional information from you.
- 27. **After Your Notification.** Once we receive your notification to us of any suspected erroneous or unauthorized transaction, or we otherwise learn of one, we will do the following:
- We will conduct an investigation to determine whether there has been an erroneous or unauthorized transaction. We will complete our investigation within a reasonable period from the date we received your notification of the suspected erroneous or unauthorized transaction.
- We will inform you of our decision after completing our investigation. If we determine that there was
  an erroneous or unauthorized transaction, we will promptly credit the full amount into your User
  Account. If we decide that it was not an erroneous or unauthorized transaction, we will include an
  explanation of our decision in our email to you.
- 28. Credit/Debit/Charge Card Chargebacks. If you wish to dispute or invalidate a payment that was made on your credit/debit/charge card, you should contact your credit/debit/charge card company directly.
- 29. **Your Errors**. If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (for example, you made a typographical error), your only recourse will be to contact the party to whom you sent the payment and ask them for a refund of the payment. Liquid will not reimburse you or reverse a payment that you have made in error.

## RESTRICTED ACTIVITIES.

- 30. **Restricted Activities**. In connection with your use of our website, your User Account, our Services, Changi Pay or in the course of your interaction with Liquid, other Users, or third parties, you acknowledge and agree that you will not:
- breach this Agreement or any other policy or agreement that you have agreed to with Liquid;
- violate any law, statute, ordinance, or regulation;
- infringe Liquid's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- act in a manner that is defamatory, threatening or harassing to our employees, agents or other Users;
- provide false, inaccurate or misleading information;
- engage in any illegal, potentially fraudulent or suspicious activity and/or transactions;
- refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- control a User Account that is linked to another User Account that has engaged in any of these Restricted Activities;
- use our Services in a manner that results in or may result in complaints, Disputes, Claims, Chargebacks, fees, fines, penalties and other liability to Liquid, other Users, third parties or you;
- have a credit score from a credit reporting agency that we may appoint that indicates a high level of risk associated with your use of our Services;



- use your User Account or our Services in a manner that Liquid, any card scheme, financial
  institution or any other electronic funds transfer network reasonably believes to be an abuse of the
  card system or a violation of card association or network rules;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy Changi Pay or our website without our prior written permission;
- use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website, Changi Pay, User Accounts or our Services; or
- take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers.

## YOUR LIABILITY

- 31. **General.** You are responsible for all Claims, fees, fines, penalties and other liability incurred by Liquid, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of our Services. You agree to reimburse Liquid, a User, or a third party for any and all such liability.
- 32. Liability for instructions given by you on your User Account. Any instructions given by you on your User Account (whether verbal or in writing) once you have been authenticated will be relied on by Liquid. Liquid will not be liable for any loss or damage you or anyone else suffers where we act on those instructions in good faith, unless it has been proven that we were negligent.
- 33. **Actions by Liquid.** If we, in our sole discretion, believe that you may have engaged in any Restricted Activities, we may take various actions to protect us, our affiliates, other Users, other third parties or you from Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:
- We may close, suspend, or limit your access to your User Account or any of our Services; and
- We may refuse to provide our Services to you now and in the future.
- 34. **Termination**. Liquid, in its sole discretion, reserves the right to terminate this Agreement and/or access to any of our Services for any reason and at any time upon notice to you. If we limit access to your User Account, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that our decision to take certain actions, including limiting access to your User Account, may be based on confidential criteria that is essential to our management of risk, the security of User Accounts and Changi Pay and system. You agree that we are under no obligation to disclose the details of our risk management or security procedures to you.

# **DISPUTES WITH LIQUID.**

35. **Contact Us**. If a dispute arises between you and us, please contact us to allow us to learn about and address your concerns and/or to provide you with options to resolving the dispute quickly. Disputes between you and us regarding our Services may be reported to us via <a href="mailto:support@liquidpay.com">support@liquidpay.com</a>. For all queries and issues relating to payment transactions carried out with Changi Pay and User Accounts, including voiding of payment transactions, disputing payment transactions, carrying out of refunds, use of vouchers that are published in Changi Pay (that are not issued by CAG), please contact us directly. For general queries on Changi Pay that are not



related to payment transactions carried out with Changi Pay, you may contact CAG in accordance with the CAG Changi Pay T&Cs.

- 36. **Arbitration**. Any claim (excluding claims for injunctive or other equitable relief), dispute or controversy arising out of or in connection with the terms of this Agreement, including any questions regarding its existence, validity, breach or termination, shall be referred to and finally resolved by arbitration in Singapore at the Singapore International Arbitration Centre ("SIAC") or at such other venue in Singapore as the parties concerned may agree in writing or in accordance with the SIAC Rules. A tribunal shall consist of a single arbitrator to be appointed by the chairman of the SIAC. The decision of the tribunal shall be final and binding on the parties concerned. The language of the arbitration shall be English. The parties concerned undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- 37. **Notices to You.** You agree that we may provide you communications about your User Account, our Services and this Agreement electronically. We reserve the right to close your User Account if you withdraw your consent to receive electronic communications. Any electronic communication will be considered to be received by you within 24 hours of the time we post it to Changi Pay or email it to you. Any notice sent to you by postal mail will be deemed to be received by you 3 business days after we send it.
- 38. **Insolvency Proceedings**. If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, we will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

## **General Terms.**

- 39. **Governing Law**. This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore, without regard to conflict of law provisions.
- 40. **Notices to Us**. Except as otherwise stated in this Agreement, all notices to Liquid must be sent by postal mail to: Liquid Group Pte. Ltd., Attention: Legal Department, 71 Robinson Road, #14-01, Singapore 068895.
- 41. Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH CHANGI PAY, OUR WEBSITE, OUR SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.
- 42. **Services Limitation.** We are not a bank and our Services are not banking services. We are not acting as a trustee, fiduciary or escrow with respect to your funds, but for certain Services, we may act only as an agent and custodian. We do not have control of, nor liability for, the goods or services that are paid for with Changi Pay and User Accounts. We do not guarantee the identity of any User or ensure that a Merchant will complete a transaction or that a Merchant, financial institution or relevant third party will honour any vouchers or balance amount in prepaid cards issued by third parties and published on Changi Pay.



- 43. **No Warranty.** CHANGI PAY AND OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. LIQUID, OUR PARENT AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. We do not have any control over the goods or services that are paid for with Changi Pay and User Accounts and we cannot ensure that a Merchant that you are dealing with will actually complete the transaction or is authorized to do so. We do not guarantee continuous, uninterrupted or secure access to any part of our Services, and operation of our website or Changi Pay or User Accounts may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of our control. We will make reasonable efforts to ensure that requests for electronic debits and credits involving credit cards, charge cards and debit cards are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because our Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service.
- 44. Third Party Hypertext Link or Websites. Any hypertext link from Changi Pay to any third party website exists for information purposes and is for your convenience only. We accept no liability for any loss or damage arising directly or indirectly (including special, indirect, incidental or consequential loss or damage) from any errors, omissions, or defects in any content, goods or services of any such third party website or any hyperlink contained in any such third party website, the privacy or security practices employed by such third party websites, or the use of any content posted on or contained in such third party websites. The inclusion of hyperlinks on Changi Pay does not imply any endorsement of the materials on such hyperlinked websites.
- 45. You agree to defend, indemnify and hold Liquid, its affiliates and the respective officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement and/or use of our Services.
- 46. **Modification to Changi Pay and website and your access**. We reserve the right at any time and from time to time to modify, change, suspend, discontinue or restrict, either temporarily or permanently, (a) any User's access to Changi Pay or website or User Accounts (or any part thereof); or (b) the whole or any portion of Changi Pay or website or User Accounts and the Services provided therein, with or without notice. Liquid shall not be liable to you or any third party for any such modification, change, suspension, discontinuation or restriction.
- 47. **Intellectual Property.** all other URLs, logos and trademarks related to our Services are either trademarks or registered trademarks of Liquid or its licensors (including but not limited to CAG), as the case may be. You may not copy, imitate or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts in relation to Changi Pay are service marks, trademarks, and/or trade dress of Liquid or CAG (as the case may be). You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to Changi Pay, any content thereon, our Services, the technology related to our Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Liquid or its licensors (including CAG), as the case may be.
- 48. **Calls to You; Mobile Telephone Numbers.** By providing Liquid with your mobile number (whether directly or through CAG), you consent to receiving calls, including auto-dialled and pre-recorded messages from us at that number. You consent to receiving text messages from us about your use of our Services at that number.
- 49. **Password Security.** You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes or biometrics that you use to access our Services.



- 50. It is your responsibility to determine what, if any, taxes apply to the payments you make, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services or goods from a foreign entity. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority.
- 51. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent. We reserve the right to transfer (whether by way of novation or otherwise) or assign this Agreement or any right or obligation under this Agreement at any time, and upon such transfer, you shall be treated to have consented to such transfer and you shall enter into any agreement with Liquid and its transferee relating to the said transfer (if required by Liquid).
- 52. **No Waiver**. Our failure or delay to act with respect to a breach by you or others does not waive our right to act with respect to such breach or any subsequent or similar breaches.
- 53. **Entire Agreement**. This Agreement constitutes the entire agreement between you and Liquid relating to your use of Changi Pay and website.
- 54. **Third Party Rights.** Save for Liquid, its affiliates and CAG, no person who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any provision of this Agreement.
- 55. Force Majeure. We shall not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of our obligations (including the provision of our Services to you), if the delay or failure was due to any event or circumstance (including any network failure or system downtime) the occurrence and the effect of which we are unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on our part.
- 56. **Severability**. If at any time any provision of this Agreement shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from this Agreement.



## **DEFINITIONS**

- "Chargeback" means a request that a User files directly with his or her credit/debit/charge card company or credit/debit/charge card issuing bank to invalidate a payment.
- "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".
- "Claim" means a challenge to a payment that a User files directly with Liquid Pay.
- "Dispute" means a dispute filed by a User directly with Liquid.
- "iChangi App" means the mobile application owned by CAG known as 'iChangi.
- "ID" means government-issued identification documents.
- "Merchant" means a participating merchant entity that has entered into an arrangement with Liquid to accept certain types of payments for product(s) or service(s) from you effected through Changi Pay.
- "New Services" means any new products, services, applications, programmes, functions and/or features that may be offered on Changi Pay from time to time.
- "Third Party Service Provider" means a party other than Liquid or its related corporations that provides any function or Service accessible through or on Changi Pay.
- "**User**" means you or any individual who has successfully registered (and who continues to be so registered) with Liquid to use Changi Pay.
- "User Account" means the registered Changi Pay payment account issued and operated by Liquid, and issued to a User, which may be used to initiate payment orders or execute payment transactions.
- "Verified Account" means a User Account status that reflects that Liquid has verified or carried out such due diligence checks as may be required to confirm that a User has legal control over one or more of his or her payment methods and satisfies relevant due diligence requirements. A Verified Account status does not constitute an endorsement of a User.

## **CONTACT US**

If you have questions or concerns regarding this Agreement, or any feedback that you would like us to consider, please email us at <a href="mailto:support@liquidpay.com">support@liquidpay.com</a>.

Last Updated: 28 June 2021