

SMRTConnect Terms and Conditions

General

These terms and conditions (“**Terms and Conditions**”) apply to your access to and use of this mobile application, SMRTConnect (“**Mobile application**”). For the avoidance of doubt, these Terms and Conditions are in addition to the terms and conditions set out in the end user license agreement (“**EULA**”) which you accepted before downloading this Mobile application. Please read these Terms and Conditions carefully. By continuing to access and use this Mobile application, you are deemed to have understood and agreed to all the terms and conditions contained herein. If you do not accept these Terms and Conditions, you may not use this Mobile application.

SMRT Corporation Ltd and each of its subsidiaries (collectively, “**SMRT companies**”) have separate identities but in this Mobile application we may sometimes use "SMRT", "Group", "we" or "us" when we refer to SMRT companies in general or where no useful purpose is served by identifying any particular SMRT company.

Disclaimer

- All information or advice provided as part of this Mobile application is intended to be general in nature and you should not rely on it in connection with the making of any decision. SMRT Corporation Ltd tries to ensure that all information provided as part of this Mobile application is correct at the time of inclusion on the Mobile application but does not guarantee the accuracy or completeness of such information. The dates, time and other details provided may, from time to time, be changed without notification. SMRT is not responsible for any incorrect information and is therefore not liable in any way for inaccuracies or errors in the same. Certain notifications may be sent using the Apple Push Notification Service (“APNS”). Delivery of such notifications by APNS is made on a “best effort” basis and is not subject to any warranty by Apple or SMRT. Data charges may apply for use of this Mobile application depending on your plan with your data service provider.
- You acknowledge and agree that all content, information, advice and this Mobile application is provided purely on an “as is” basis, and your use of this Mobile application shall be entirely at your own risk. To the extent permitted by law, SMRT Corporation Ltd and the Group:
 - (i) disclaim all warranties and conditions with respect to such content, information, advice and this Mobile application, either express, implied or statutory, including but not limited to, the implied warranties and/or conditions of merchantability, of

satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights;

- (ii) disclaim all liability for any action you may take as a result of relying on such content, information, advice and/or this Mobile application or for any loss or damage suffered by you as a result of you taking this action;
 - (iii) do not warrant or make any representations as to the security of this Mobile application nor does it warrant that functions or materials accessible from or contained in this Mobile application will work uninterrupted or error free, that defects will be corrected or that this Mobile application is free from viruses or other harmful elements; and
 - (iv) do not give any warranty of any kind in respect of any third party services or products that may be made accessible to you through or from the use of this Mobile application.
- Should any part of this Mobile application offer you the opportunity to join in or read from forums or social networking platforms (e.g. Facebook, Twitter), please be aware that any communication posted on such forums or social networking platforms represent the views of the individual who posted such communication and are not to be taken as the views of SMRT. SMRT accepts no responsibility or liability for anything posted on forums or social networking platforms by any user of the forum or social networking website. You may not use forums or social networking platforms to post, upload, or otherwise transmit information or pictures that are defamatory, a breach of privacy or otherwise unlawful. SMRT reserves the right to monitor any information transmitted or received through any forum or social networking platform. SMRT, at its sole discretion and without prior notice, may at any time review, remove or otherwise block any materials posted.
 - To the extent not prohibited by law, SMRT Corporation Ltd and the Group and any of its agents or subcontractors will in no event be liable for any personal injury, or any damages either direct, indirect, incidental, consequential, otherwise (including but not limited to financial losses, loss of data, loss of profits, loss of business, business interruption or the like) arising out of the use or inability to use this Mobile application or the content, information or advice provided on or via this Mobile application, defects, viruses, or other malfunctions caused to any equipment and other software in connection with access or use of this Mobile application, the interception, modification or misuse of information transmitted to SMRT Corporation Ltd or transmitted to you, even if SMRT Corporation Ltd is advised of the possibility of such damages.

Your use of this Mobile application

- **You may**
 - access any part of the Mobile application designed for end-users;
 - print one copy of any or all of the pages for your own personal reference;
 - use the information obtained through this Mobile application for personal reference.
- **You may not, without our express written consent**
 - copy (whether by printing onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), publish, broadcast, reproduce, alter or tamper with in any way, or otherwise use any material contained in the Mobile application except as set out under "You may" above. These restrictions apply in relation to all or part of the materials on the Mobile application;
 - remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed from this Mobile application;
 - link to this Mobile application;
 - use or copy or display any information obtained through this Mobile application for any commercial or marketing purposes;
 - create any derivative works

If you wish to provide a hypertext or other link to this Mobile application, please contact SMRT [here](#) providing details of:

- the URL(s) of the web page(s) / mobile application(s) from which you are proposing to link to this Mobile application;
 - the URL(s) of the web page(s) / mobile application(s) on this Mobile application to which you are proposing to link,
- and we will consider your request. It is our decision as to whether we agree to your request and we do not have to do so.

- You agree to indemnify SMRT against all possible damages or claims otherwise resulting from your use of this Mobile application including your submission of any materials through this Mobile application and your use of forums and your provision of any links to this Mobile application.

Password and account security

- You acknowledge and agree that you are responsible for maintaining the confidentiality of any passwords associated with any account you use to access or use this Mobile

application (where applicable) and that you will be solely responsible to SMRT for all activities that occur under your account.

- In the event you become aware of any unauthorised use of your password or your account (where applicable), you shall notify SMRT Corporation Ltd immediately.

Third Party Links

You agree that:

- This Mobile application may include links to external or third-party Website(s) or Mobile application(s). When you follow such links the external Website(s) or Mobile application(s) may appear as a full screen (in which case you will need to use the back button on your mobile phone or as determined within the Mobile application to return to this Mobile application) or in some cases it may appear within the frame of this Mobile application (in which case you will be able to return to this Mobile application by using the navigation buttons within the frame). Where an external Website or Mobile application appears within the frame of this Mobile application, this is purely for ease of navigation back to this Mobile application and does not indicate any responsibility on our part for the external Website(s) or Mobile application(s) concerned, even if it is a Website or Mobile application owned and operated by another SMRT company.
- These links are provided for your convenience only and to help you find relevant Website(s), Mobile application(s), service(s) and/or product(s), which may be of interest to you quickly and easily. It is your responsibility to decide whether any services and/or products available through any of these Websites or Mobile applications are suitable for your purposes. Such external or third-party Websites or Mobile applications are accessed at your own risk and responsibility and SMRT Corporation Ltd and the Group are not in any way responsible or liable for the owners or operators of these Websites or Mobile applications, for any goods or services they supply or for the content, use or availability of their Websites or Mobile applications. SMRT Corporation Ltd and the Group do not give or enter into any conditions, warranties or other terms or representations in relation to any such external or third-party Websites or Mobile applications nor does it accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external or third-party Website or Mobile application to which this Mobile application includes a link infringes the intellectual property rights of any third party).

Copyright

You agree that:

- This Mobile application contains materials, including text, photographs, videos, and other images and sound, which are protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in these materials are either owned by SMRT Corporation Ltd and/or the Group or have been licensed to it by the owner(s) of those rights so that they may be used as part of this Mobile application.
- This Mobile application also contains trade marks, including the mark "SMRT" and the SMRT logo. All trade marks included on this Mobile application belong to SMRT Corporation Ltd and/or the Group or have been licensed to it by the owner(s) of those trade marks so that they may be used on this Mobile application.
- All comments, suggestions, graphics, videos, images, ideas (including product and advertising ideas), and other information or materials you submit to SMRT Corporation Ltd through, or post or display on, this Mobile application will become and remain the exclusive property of SMRT Corporation Ltd, including any future rights associated with such submissions, even if these Terms and Conditions are later modified or terminated. You hereby disclaim any proprietary rights in such submissions. In the event applicable law does not allow SMRT Corporation Ltd to obtain the intellectual property in such information or materials in the foregoing manner, you retain copyright and any other rights you may already have in such information and materials. In such event, by submitting, posting or displaying such information or materials, you give SMRT a perpetual, irrevocable, worldwide, royalty free and non-exclusive license to reproduce, modify, translate, publish, broadcast or otherwise use or distribute such information and materials. SMRT is under no obligation to keep your information or materials confidential.

Changes to Terms and Conditions

SMRT Corporation Ltd may change these Terms and Conditions from time to time. Such amended Terms and Conditions shall be effective upon publication on this Mobile application. By accessing and using this Mobile application you are accepting that you are bound by the (then) current terms and conditions and disclaimer. Please check these Terms and Conditions regularly to ensure that you are aware of all terms governing your use of this Mobile application.

Changes to/Operation of Mobile application

You agree that:

- SMRT Corporation Ltd and the Group may change the format and content of this Mobile application at any time.

- SMRT Corporation Ltd and the Group may suspend the operation of this Mobile application for support or maintenance work, in order to update the content or for any other reason.
- SMRT Corporation Ltd and the Group shall have the right to terminate access to this Mobile application at any time and without notice.
- In the event of any failure by you to comply with any of these Terms and Conditions herein, this agreement shall terminate automatically without any further notice from SMRT. Upon termination of this agreement, you shall cease all use of this Mobile application and destroy all copies of this Mobile application.

Data Protection

Personal details provided to SMRT Corporation Ltd or any other SMRT company through this Mobile application will only be used in accordance with our privacy policy. Please read this policy carefully before going on. By providing your personal details to us you are consenting to their use in accordance with our **privacy policy**.

No Waiver

No delay, neglect or forbearance by SMRT Corporation Ltd and/or the Group (as the case may be) in enforcing against you any term or condition of this agreement shall be deemed to be a waiver or in any way prejudice any right of SMRT Corporation Ltd and/or the Group (as the case may be) under this agreement. No right, power or remedy in this agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to SMRT Corporation Ltd and/or the Group (as the case may be).

Partial Invalidity

If any provision of these Terms and Conditions is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Jurisdiction

These Terms and Conditions are governed by and to be interpreted in accordance with the laws of Singapore and in the event of any dispute arising in relation to these Terms and Conditions or any dispute arising in relation to the Mobile application whether in contract or tort or otherwise the Singapore courts will have exclusive jurisdiction over such dispute, unless mandatory applicable law requires otherwise.

Feedback

If you have any feedback about this Mobile application, please contact SMRT [here](#).