

LTALINK SYSTEM TERMS AND CONDITIONS FOR APPLICATION

These Terms and Conditions (hereinafter referred to as “**LTALink Conditions**”) apply to the use of the User Identification Numbers (as defined in Clause 1.1 below) issued by the Land Transport Authority of Singapore (“**LTA**”) and the use of the LTALink System.

Please read through these LTALink Conditions carefully. By submitting an Application for registration as an Electronic Service Agent (as defined in Clause 1.1 below) and/or for the Account(s) (as defined in Clause 1.1 below) to be issued to you or your Authorised Users (as defined in Clause 1.1 below), you acknowledge that you have read and understood these LTALink Conditions and agree to be bound by these LTALink Conditions. If you do not or are unable to agree to or comply with any part of these LTALink Conditions, you should not submit any such application and shall not use the LTALink System.

Your use of the LTALink System is also subject to the Terms of Use found at the footer of the LTALink System Website.

1. TERMINOLOGY

1.1 In these LTALink Conditions, the following words and expressions shall have the respective meanings specified below, unless the context otherwise requires:

- (i) “**Account**” means a user account under the LTALink System which is assigned to the ESA for the purpose of providing Customer Services to its Customer;
- (ii) “**Applicant**” means a person who has submitted an Application;
- (iii) “**Application**” means an application to LTA for registration as an ESA and/or for the Account(s);
- (iv) “**Asset**” means any vehicle, vehicle registration number, temporary certificate of entitlement, Preferential Additional Registration Fee rebate, Certificate of Entitlement rebate, vehicle parking certificate or general licence registered with LTA;
- (v) “**Asset Owner**” means, in relation to an Asset, the owner of such Asset;
- (vi) “**Authorised User**” means any person to whom LTA has issued a User Identification Number;
- (vii) “**Customer**” means any member of the public (including Asset Owners) intending to transact with LTA, and who has authorised the ESA to file such applications or documents on his or her behalf to LTA;
- (viii) “**Customer Services**” means the services provided by the ESA to its Customers in relation to the LTALink Services;
- (ix) “**Disclosed Personal Data**” means any Personal Data disclosed to, made available to, or obtained by the ESA, directly or indirectly from LTA or a Customer;
- (x) “**Electronic Service Agent**” or “**ESA**” shall have the meaning ascribed to it in rule 2 of the LTA ESS Rules and shall include Authorised Users. The term “Authorised User” or “Authorised Person” as used interchangeably throughout the LTALink System Website shall also mean an Electronic Service Agent;

- (xi) **“LTA Act”** means the Land Transport Authority of Singapore Act 1995;
- (xii) **“LTA ESS Rules”** means the Land Transport Authority of Singapore (Electronic Service System) Rules 2019;
- (xiii) **“LTALink Services”** means the services provided by LTA through the LTALink System;
- (xiv) **“LTALink System”** means the electronic service system established by LTA pursuant to section 43 of the LTA Act and owned or operated by LTA for use by the ESAs;
- (xv) **“LTALink System Website”** means the website which can be accessed via <https://vri.lta.gov.sg/certlogin.html> through the internet;
- (xvi) **“OneMotoring Website”** means the website which can be accessed via <https://onemotoring.lta.gov.sg> through the internet;
- (xvii) **“Operating Locations”** means the premises identified by the ESA in its Application as the premises from which the ESA may provide Customer Services to its Customers;
- (xviii) **“Party”** means either LTA or the ESA, as the case may be, and **“Parties”** means both LTA and the ESA;
- (xix) **“PDPA”** means the Personal Data Protection Act 2012;
- (xx) **“Personal Data”** means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the ESA has or is likely to have access;
- (xxi) **“Service Provider”** means any content or service provider (other than LTA) to which online access is provided to the ESA via the LTALink System Website or LTALink Services, including without limitation, banks, regulatory bodies, certification authorities, telecommunication companies, etc;
- (xxii) **“Standard Operating Procedures”** or **“SOPs”** mean the terms and conditions, instructions, and other related directives or information that are provided by LTA to the ESA from time to time, and which are applicable to any one or more of the LTALink Services;
- (xxiii) **“Terms of Use”** means the LTALink terms of use found at the footer of the LTALink System Website;
- (xxiv) **“Token”** means an authentication token acquired from Netrust Pte Ltd, a licensed certification authority pursuant to the Electronic Transactions Act 2010;
- (xxv) **“Transaction”** means any application, enquiry or any other filing of documents served through the LTALink System by the ESA; and
- (xxvi) **“User Identification Number”** or **“UIN”** means the unique identification number tagged to the Token issued to the Authorised User of the LTALink System for the purpose of identifying the Authorised User and his Account in LTALink System.

- 1.2 Capitalised words used and which are not defined in these LTALink Conditions shall have the same meaning as ascribed to them under the Terms of Use.
- 1.3 Words importing the singular shall also include the plural and *vice versa* where the context requires.
- 1.4 References to the submission of information to LTA shall include submissions of documents in relation to any Transaction performed by the ESA.
- 1.5 References to any “**person**” include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority.
- 1.6 Unless otherwise provided, any reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as may be amended from time to time and be deemed to include any subsidiary legislation made thereunder.

2. APPLICATION FOR REGISTRATION AS AN ELECTRONIC SERVICE AGENT

- 2.1 The Applicant is required to submit all forms and documents as requested by LTA, including a valid business profile of the company, along with any additional supporting documents as required by LTA. LTA's acceptance for the processing of any application does not constitute a representation, warranty or confirmation that the Applicant has satisfied all requirements to act as an ESA. Only successful Applicants will be notified of its Application status.
- 2.2 The Applicant represents and warrants that the information and documents provided to LTA for the purposes of Application are true, complete, valid and accurate at all times, including at the time of the submission of the Application by the Applicant.
- 2.3 The Applicant agrees, represents and warrants that:
 - (i) the Applicant satisfies all requirements specified by LTA (including all requirements under these LTALink Conditions, and any applicable law) in relation to its registration as an ESA;
 - (ii) the Application and all information and documents provided to LTA are true, complete, valid and accurate at all times, including at the time LTA approves the Application;
 - (iii) each and every Authorised User is employed or engaged by the Applicant pursuant to an enforceable contract of service pursuant to which the Authorised User is contractually obliged to comply with the provisions of these LTALink Conditions;
 - (iv) each and every Authorised User is and shall remain as a duly authorised employee of the Applicant, until such time, the Applicant informs LTA otherwise in writing; and
 - (v) the Applicant shall be solely responsible for all acts and omissions of all the Authorised Users, including any use of the LTALink System by any of the Authorised Users or through any Account, UIN or Token.

- 2.4 Where LTA has approved an Application, LTA will register the Applicant as an ESA on the date of LTA's notification and such registration shall remain in force until it is suspended or cancelled in accordance with the LTA Act, the LTA ESS Rules, or these LTALink Conditions. The registration is only deemed successful when LTA notifies the Applicant to obtain a Token from Netrust Pte Ltd, after it has satisfied all requirements to act as an ESA.
- 2.5 Upon receipt of the notification from LTA referred to in Clause 2.4 of these LTALink Conditions, the Applicant shall, within fourteen (14) working days or such other period as may be stipulated by LTA, apply to and obtain from Netrust Pte Ltd, a Token for each Authorised User.
- 2.6 Notwithstanding LTA's approval of any Authorised User and the issuance of the UIN to any Authorised User, the rights under these LTALink Conditions, including all rights relating to the UIN and the LTALink Services, are, upon approval of the Application, granted by LTA solely to the Applicant. For the avoidance of doubt, the UIN is issued by LTA to the Authorised Users solely in their capacity as employees of the Applicant who are duly authorised by such Applicant to use the UIN to provide Customer Services.

3. AMENDMENTS

- 3.1 LTA may at any time modify, add to or remove any part of these LTALink Conditions and such modifications shall be effective on the date notified by LTA ("**Effective Date**"). By using the LTALink System on or after the Effective Date, the ESA shall be deemed to have accepted and agreed to be bound by such amended LTALink Conditions.

4. SCOPE OF LTALINK SERVICES

- 4.1 LTA reserves the right to modify, enhance, withdraw or suspend the LTALink Services or any part thereof at any time. LTA may notify the ESA in advance where the changes will, in LTA's opinion, significantly alter the nature of the LTALink Services.
- 4.2 The LTALink Services will be made available during such hours as may be notified by LTA to the ESA. LTA reserves the right to reduce or extend the hours during which the LTALink Services are available from time to time by posting a notice on the LTALink System.

5. RESPONSIBILITIES OF ELECTRONIC SERVICE AGENT

- 5.1 The ESA shall be solely responsible for obtaining, installing and maintaining such suitable equipment, software, and communication means as may be required to connect to the internet or to use the LTALink Services, including a computer and modem or other access devices and other ancillary equipment and telecommunication facilities.
- 5.2 The ESA is responsible for and shall ensure proper control and confidentiality of the UIN assigned by LTA and the safekeeping of the Token(s) used to access the LTALink System. The ESA shall be solely liable for all losses, damages, costs, fees, and expenses arising from any communication and activity occurring under or referable to the Account, UIN or Token under the ESA and its Authorised Users. The ESA undertakes that each UIN and Token shall only be divulged to the person to whom LTA has issued the UIN and Token, and who is duly authorised by the ESA to utilise such UIN and Token. The ESA shall ensure that each and every UIN and Token is used only by the respective Authorised User duly approved under these LTALink Conditions (and by no other person) and in accordance with the authority granted by the ESA to such persons. The ESA shall notify LTA forthwith in the event that any person ceases to be authorised

to use the UIN and/or Token for any reason, including without limitation a cessation of that person's employment with the ESA.

5.3 The ESA shall:

- (i) comply with all applicable SOPs;
- (ii) provide Customer Services to its Customers in an efficient and professional manner;
- (iii) maintain the confidentiality of all information (including Personal Data) provided by its Customers and ensure that such information is collected, retained, disclosed and used only in the manner and for the purposes expressly authorised by its Customers, and in accordance with all applicable laws (including the PDPA);
- (iv) ensure, represent and warrant that all information submitted to LTA using the LTALink System (including in relation to any applications) are true, complete, valid and accurate;
- (v) ensure the timely crediting of all monies due to LTA to the bank account designated by LTA;
- (vi) promptly provide to LTA any information, assistance and documents, including but not limited to documents in relation to Customer Services and the ESA's audited/unaudited financial statements, as and when required by LTA or its authorised representatives;
- (vii) ensure and confirm that any information or documents provided to LTA is at all material times, true, complete, valid and accurate in all respects and the ESA represents and warrants that it is not aware of any fact or matter or circumstances not disclosed in writing to LTA which renders any such information or documents untrue, inaccurate or misleading;
- (viii) comply with all directions or instructions issued by LTA in relation to LTALink Services or Customer Services; and
- (ix) comply at all times with all applicable laws and regulations including the LTA Act and the LTA ESS Rules.

5.4 The ESA agrees that the UIN and the use of the LTALink System are granted to it solely for the purpose of submitting information to LTA on behalf of its Customers in accordance with these LTALink Conditions and all applicable laws and regulations. The ESA agrees, represents and warrants that it will not use the UIN or the LTALink System for any other purpose.

5.5 The ESA represents and warrants that each of its Customers has:

- (i) duly authorised the ESA to:
 - (a) submit to LTA all information submitted by the ESA on behalf of such Customer through the LTALink System and that such authority remains valid at the time of each such submission by the ESA; and

- (b) act as agent of and on behalf of such Customer in dealing with LTA including the submission or receipt of any information or communications through the LTALink System,
 - (ii) prior to the submission of any information by the ESA, been provided with a reasonable opportunity to inspect and verify the matters stated within such information and to correct any errors therein prior to filing or submission; and
 - (iii) prior to the submission of any information by the ESA, given confirmation to the ESA that all matters comprised within such information are true, accurate and complete and that such Customer has not, prior to the filing or submission of such information to LTA by the ESA, informed the ESA that any matters comprised within such information are incorrect, incomplete or invalid in any manner.
- 5.6 The ESA shall maintain accurate and complete records of the matters stated in Clause 5.5 of these LTALink Conditions, including copies of all consents and authorisations obtained from its Customers, and shall provide the same to LTA or its authorised representatives upon request.
- 5.7 The ESA agrees, represents and warrants that it has obtained and shall maintain and renew all approvals, consents and permissions as necessary and in sufficient time for the ESA to perform its obligations under these LTALink Conditions, to use the LTALink System and to provide Customer Services.
- 5.8 The ESA further represents and warrants that, throughout the duration of its registration as an ESA:
 - (i) where the ESA is a natural person or a partnership, no proceedings have been commenced for the bankruptcy of the ESA or any of the partners (where the ESA is a partnership) and no interim order (within the meaning of the Insolvency, Restructuring and Dissolution Act 2018) has been applied for or made in respect of the ESA or any of the partners (where the ESA is a partnership); and
 - (ii) where the ESA is a society or body corporate, no proceedings have been commenced, or a resolution passed for the winding up or dissolution, or reconstruction of the ESA, and no proceedings have been commenced for the judicial management of the ESA, and no receiver or receiver and manager has been registered over the ESA or any of its assets.
- 5.9 The ESA shall review, at the end of each day, all information submitted to LTA using the LTALink System during such day and shall report all discrepancies to LTA within two (2) calendar days of the date that such information was submitted to LTA.
- 5.10 The ESA shall comply in all respects with all laws applicable to its use of LTALink Services.
- 5.11 The ESA shall forthwith notify LTA in writing of any changes in the ESA's contact details (e.g. address, telephone number, fax number, e-mail) in accordance with Clause 16 of these LTALink Conditions.
- 5.12 If so required by LTA, the ESA shall declare whether it is or will be registered for Goods and Services Tax ("**GST**") under the GST Act 1993 and, if and when available, furnish to LTA a copy of the documentary proof of GST registration issued by the Inland Revenue

Authority of Singapore. The ESA shall inform LTA immediately of any change in its GST registration status.

- 5.13 The ESA shall ensure that the Operating Locations are adequately secured at all times.
- 5.14 The ESA shall not submit, upload or transfer any unauthorised files, codes (including but not limited to viruses, Trojan horses or worms), documents and information, to the LTALink System.

6. USE OF TOKENS BY ELECTRONIC SERVICE AGENT

- 6.1 The ESA (through its Authorised User) shall use the Token as part of the authentication process to obtain access to the LTALink System.
- 6.2 The Token shall be used by the ESA for the sole purpose of authentication in order to provide Customer Services. Issuance of Tokens under these LTALink Conditions shall not be construed as the granting of rights to the ESA, but shall only be used as an authentication tool to validate the identity of the ESA using such a Token.
- 6.3 The ESA shall not divulge the Token passphrase or accesses granted by the use of this Token, to anyone.
- 6.4 The use of the Token provides irrefutable authentication, unless reported stolen or compromised. The ESA undertakes the full responsibility of the Authorised Users who are issued with the Token to protect the Token against theft and misuse. For avoidance of doubt, the ESA shall be solely liable for all losses, damages, costs, fees, and expenses arising from any communication and activity occurring under or referable to the Authorised User's Account, UIN or Token.

7. RECORDS AND AUDIT

- 7.1 The ESA shall:
 - (i) maintain accurate and complete records, books of account relating to the collection of all fees, taxes and other payments in relation to the LTALink Services;
 - (ii) maintain accurate and complete records of all documents relating to the provision of Customer Services and the ESA's use of the LTALink System;
 - (iii) permit LTA or its authorised representatives to:
 - (a) access the Operating Locations and other premises of the ESA at any time;
 - (b) access, inspect and make copies of the ESA's records and books of account or any documents relating to the ESA's performance of its obligations under these LTALink Conditions; and/or
 - (c) otherwise conduct audits for the purposes of determining the ESA's compliance with these LTALink Conditions, and
 - (iv) provide to LTA and its authorised representatives such information, assistance and co-operation as they may require.

- 7.2 LTA may require that the total monies collected by the ESA for a financial year, or such other period as LTA may specify, be certified by independent auditors. LTA shall reimburse the ESA for all costs reasonably incurred by the ESA in preparing the audit certificate provided that such costs have been approved by LTA in writing prior to their incurrence. LTA may alternatively appoint its own auditors to check and certify the money collections. The ESA shall co-operate with and provide support, information and assistance to LTA's auditors for the purpose of such audits.

8. SECURITY DEPOSIT

- 8.1 LTA may, at any time and in its sole and absolute discretion, require the ESA to provide to LTA an amount specified by LTA as security for the due and faithful execution of the ESA's obligations under these LTALink Conditions ("**Security Deposit**"). The ESA shall, within the period stipulated by LTA, pay the Security Deposit to LTA via fund transfer or any other mode of payment stipulated by LTA in writing.
- 8.2 All costs, fees and expenses related to the provision of the Security Deposit shall be borne solely by the ESA.
- 8.3 LTA shall be entitled to have recourse to the Security Deposit for such amount as LTA may deem appropriate at any time, or to settle any sum due from the ESA to LTA under these LTALink Conditions, after the ESA neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under these LTALink Conditions or if any representation or warranty by the ESA under these LTALink Conditions is or becomes untrue or incorrect or is breached in any respect. If LTA determines that it is not entitled to the money received, LTA shall repay the amount to which LTA is not entitled (without interest) as soon as practicable after such determination has been made.
- 8.4 The rights and remedies given to LTA by this Clause 8 of the LTALink Conditions shall be deemed to be cumulative and shall not prejudice any other rights or remedies of LTA.
- 8.5 The amount of the Security Deposit may be reviewed and adjusted by LTA at any time in LTA's sole and absolute discretion. In the case of an increase in the Security Deposit, the ESA shall, within twenty one (21) calendar days or such other time as may be specified by LTA, provide the increased Security Deposit to LTA in accordance with Clause 8.1 of these LTALink Conditions.
- 8.6 LTA may also utilise and make payment out of or deduct from the Security Deposit in such manner and for such other purposes expressly allowed by these LTALink Conditions and, without prejudice to the generality of the foregoing, LTA may draw on the Security Deposit in the event any sum(s) is payable by the ESA to LTA to the extent of the sum payable.
- 8.7 The Security Deposit, subject to such deduction as may be made by LTA pursuant to these LTALink Conditions, shall be released to the ESA without interest ninety (90) calendar days after the cancellation of the ESA's registration, PROVIDED THAT the stipulations, conditions and obligations of the ESA whether under these LTALink Conditions or expressed or implied under the law have, in the opinion of LTA, been duly and faithfully observed by the ESA.

9. COLLECTION OF TAXES, FEES AND CHARGES

- 9.1 The ESA agrees, represents and warrants that it is liable to pay to LTA all taxes, fees and charges payable in respect of each Transaction on or before the settlement due date.

- 9.2 The ESA shall make payment of all sums payable to LTA's account with such bank as LTA may designate from time to time for such purpose, and by such payment modes as LTA may specify from time to time. All payments shall be made in Singapore dollars.
- 9.3 LTA may deduct from or set-off against any payment or sum due to the ESA any amount due to LTA from the ESA whether under these LTALink Conditions or otherwise and whether payable as damages or otherwise.
- 9.4 If the ESA fails to make full payment to LTA of any sum due to LTA on the settlement due date, LTA may require the ESA to pay an additional fee of an amount to be determined in LTA's sole and absolute discretion, which may include a flat fee, a fee for each Transaction, or both. The additional fee is in addition to and does not prejudice LTA's exercise of its discretion under Clauses 8.1, 17.1 and 18.1 of these LTALink Conditions.
- 9.5 The system payment deduction date of a Transaction as shown in the LTALink System shall be taken as the settlement due date for the purposes of this Clause 9 of these LTALink Conditions.
- 9.6 The ESA shall be solely responsible for paying all taxes and fees as may be levied or assessed by any competent authority or imposed under any applicable law in relation to the LTALink Services or any sums payable by the ESA under these LTALink Conditions.

10. CONFIDENTIALITY OF INFORMATION

- 10.1 The ESA shall not, without the prior written consent of LTA, directly or indirectly use, disclose or transmit any Confidential Information (as defined in Clause 10.3 below) to any person other than its officers and employees and only so far as such disclosure to such officers and employees including Authorised Users, and agents, is necessary for the performance of its duties and obligations under these LTALink Conditions. The ESA shall ensure that such officers and employees comply with the terms of this Clause 10 of these LTALink Conditions.
- 10.2 The ESA shall take all reasonable steps and precautions to protect the confidentiality of all Confidential Information and to ensure that no Confidential Information is reproduced, distributed, used, disclosed or otherwise made available or becomes accessible to any person save in accordance with the express provisions of these LTALink Conditions.
- 10.3 For the purposes of Clauses 10 and 18.3 of these LTALink Conditions, "**Confidential Information**" shall mean any and all information, documents, materials or software, whether in tangible, electronic or any other form received or obtained as a result of registering as an ESA, which is stated to be confidential or which is by its nature implicitly confidential and includes:
- (i) all information disclosed or made available to or obtained by the ESA in connection with the LTALink System or the LTALink Services;
 - (ii) all information which relates to LTA's past, present and future activities and policies and all items prepared for or submitted to LTA in connection with the LTALink Services that have been provided or that have yet to be provided, including drafts and associated materials; and
 - (iii) any other information which is stated to be confidential or proprietary.
- 10.4 Confidential Information does not include information that is:

- (i) in the public domain or comes into the public domain other than through a breach of these LTALink Conditions;
 - (ii) already known to the ESA prior to registration as an ESA;
 - (iii) obtained by the ESA from a third party having an independent right to disclose the information;
 - (iv) independently developed by the ESA without any use of the Confidential Information; or
 - (v) released for disclosure with the prior written consent of LTA.
- 10.5 The ESA shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the ESA pursuant to any applicable law, regulations or directives of any government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction in accordance with these LTALink Conditions, PROVIDED THAT the ESA must, to the extent practically possible and permissible by law or regulations, give LTA prompt and prior notice of such requirement and shall cooperate with LTA to limit the scope of such disclosure to the maximum extent legally possible.
- 10.6 No later than seven (7) calendar days from the cancellation of the ESA's registration as an ESA or upon demand from LTA, the ESA shall:
- (i) return all Confidential Information received from LTA for the purpose of registering as an ESA and all documents, papers and copies thereof produced and property belonging to LTA which are in the possession or under the control of the ESA or its officers and employees;
 - (ii) securely destroy and erase all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever; and
 - (iii) upon completion of the obligations under Clauses 10.6(i) and (ii) of these LTALink Conditions, the ESA shall provide to LTA a written confirmation that it has complied with Clauses 10.6(i) and (ii) of these LTALink Conditions.
- 10.7 The ESA shall immediately notify LTA where the ESA becomes aware of any breach of Clause 10.6 of these LTALink conditions by its officers and employees, including all Authorised Users and agents, and cooperate with LTA to limit the extent and impact of such breach.
- 10.8 The obligations under this Clause 10 of the LTALink Conditions shall survive the expiry of these LTALink Conditions or cancellation of the ESA's registration as an ESA for whatever cause.
- 10.9 For the avoidance of doubt, nothing in this Clause 10 of the LTALink Conditions shall in anyway relieve the ESA of its obligations in relation to the protection of any Personal Data of the Customers that are held or obtained by the ESA.

11. DATA PROTECTION AND SECURITY

- 11.1 This Clause is in addition to and does not prejudice the operation or generality of Clause 10 of these LTALink Conditions.
- 11.2 The ESA shall not (and shall ensure that all of its officers and employees, including all Authorised Users and agents, do not) access, monitor, use or process Personal Data obtained or held in connection with the LTALink Conditions, except as reasonably necessary to perform its obligations under the LTALink Conditions.
- 11.3 The ESA must comply at its own costs with all of its obligations under the Official Secrets Act 1935 and the PDPA, including without limitation all obligations in relation to any Disclosed Personal Data.
- 11.4 The ESA shall take all reasonable measures to ensure that Disclosed Personal Data is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse, and that only authorised personnel have access to the Disclosed Personal Data on a need-to-know basis.
- 11.5 The ESA shall (and shall ensure that all of its officers and employees, including all Authorised Users) use any Disclosed Personal Data only for the purposes of providing Customer Services.
- 11.6 Subject to Clause 11.5 of these LTALink Conditions, the ESA shall not (and shall ensure that all of its officers and employees, including all Authorised Users, do not) disclose any Disclosed Personal Data without the prior written consent of LTA. Any request for LTA's consent for such disclosure under this Clause shall be in writing and include an explanation of why the proposed disclosure is necessary. The ESA shall immediately notify LTA when it becomes aware that a disclosure of any Disclosed Personal Data may be required by law and shall cooperate at its own costs with LTA's reasonable requests and directions.
- 11.7 The ESA shall not (and shall ensure that all of its officers and employees, including all Authorised Users, do not) cause or permit Disclosed Personal Data to be processed, stored, accessed or otherwise transferred outside Singapore, or allow parties outside Singapore to have access to the Disclosed Personal Data, without the prior written consent of LTA and subject to such conditions as LTA may impose. Any request for LTA's consent under this Clause shall include an explanation of why the proposed transfer is necessary. If LTA's consent is granted, the ESA shall provide to LTA a written undertaking that the Disclosed Personal Data which is transferred outside Singapore will be protected to a comparable standard as it is protected under the PDPA.
- 11.8 The ESA shall ensure that each and every one of its officers and employees, including each and every Authorised User, who is or may be involved in performing the ESA's obligations under these LTALink Conditions:
- (i) observe the provisions of this Clause 11 of these LTALink Conditions;
 - (ii) furnish an undertaking in writing (including electronically through the LTALink System) that he/ she shall not access, use, disclose or retain any Disclosed Personal Data except for the purpose of performing his/her duties of employment.
- 11.9 Without prejudice to Clause 18.3 of these LTALink Conditions, the ESA shall securely destroy all Disclosed Personal Data and any copies thereof, regardless of the medium of storage, which is no longer necessary for the provision of Customer Services within seven (7) calendar days, except such Disclosed Personal Data that are specifically

authorised by LTA in writing to be retained by the ESA. Any Personal Data that is retained by the ESA after such Personal Data is no longer necessary for the provision of Customer Services, or without the written authorisation of LTA, is a breach of the LTALink Conditions. No later than seven (7) calendar days from the expiry of these LTALink Conditions or cancellation of the ESA's registration as an ESA, the ESA shall provide to LTA a written confirmation that it is no longer in possession of any personal data obtained or held as an ESA, regardless of the medium of storage.

- 11.10 The ESA shall immediately notify LTA when the ESA becomes aware of a breach of this Clause 11 of the LTALink Conditions by itself, or any of its officers or employees, including all Authorised Users.
- 11.11 The ESA shall cooperate with any of LTA's reasonable requests, directions or guidelines in relation to the ESA's handling of Disclosed Personal Data.
- 11.12 The obligations under this Clause 11 of the LTALink Conditions shall survive the expiry of these LTALink Conditions or cancellation of the ESA's registration as an ESA, any or all Accounts or UIN and access to the LTALink System for whatever cause.

12. INDEMNITY

- 12.1 The ESA agrees that it shall at all times, indemnify and hold harmless LTA, its officers, employees and agents ("**Indemnified Parties**") from and against any and all claims, liabilities, expenses, costs, losses or damage of whatever nature (including legal costs on a full indemnity basis incurred by LTA) brought against, suffered or incurred by the Indemnified Parties arising out of or in connection with these LTALink Conditions or any acts or omissions of the ESA including, without prejudice to the generality of the foregoing:
 - (i) any act, omission or default of the ESA in relation to Customer Services;
 - (ii) any breach of the terms and conditions of these LTALink Conditions by the ESA;
 - (iii) any filing or submission of inaccurate, incomplete, invalid or unauthorised information, applications or documents by the ESA;
 - (iv) any errors, defects, breakdown, deficiency, malfunction or failure of the LTALink System which is directly or indirectly caused by an act or omission of the ESA;
 - (v) any unauthorised or improper use of Tokens, Accounts or UIN issued to the ESAs;
 - (vi) any statement, act, omission, fraud, negligence or default whatsoever of the ESAs or any of its officers, employees, agents, workmen and contractors (which the ESA agrees it shall be fully and solely liable and responsible for); and
 - (vii) any enforcement or attempted enforcement by LTA of its rights or remedies under these LTALink Conditions, against the ESA.
- 12.2 The ESA shall indemnify and hold the Indemnified Parties harmless from and against any and all claims, liabilities, expenses, costs, losses or damage of whatever nature (including legal costs on a full indemnity basis incurred by LTA) by any third party (including the Customers) brought against, suffered or incurred by the Indemnified Parties in relation to any delay in submitting or any failure to submit any information by the ESA. The ESA shall, in the event that any claims in relation to such matters are

brought or raised against LTA, take all steps necessary to dispose of such claims, including the commencement of legal proceedings against such third parties to restrain them from bringing such claims against LTA. The ESA agrees, represents and warrants that it has obtained from each of its Customers, a valid and legally enforceable obligation that such Customer will not bring any claims against LTA in relation to such matters and an acknowledgement that LTA shall have no liability to such Customer in relation to any such matters.

- 12.3 The obligations under this Clause 12 of the LTALink Conditions shall survive the expiry of these LTALink Condition or cancellation of the ESA's registration as an ESA, any or all Accounts or UIN and access to the LTALink System for whatever cause.

13. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY

- 13.1 LTA does not make any representations or warranties in respect of the LTALink System, whether express or implied, statutory or otherwise, including any representation or warranty:

- (i) that the LTALink System will meet the ESA's requirements or be fit or useful for any particular purpose;
- (ii) as to non-infringement of intellectual property rights;
- (iii) that access to the LTALink System will be uninterrupted, timely, secure or error – free;
- (iv) as to freedom from viruses, Trojan horses, worms, time bombs or other harmful or malicious codes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any part of the LTALink System;
- (v) that information provided via the LTALink System will be accurate, up-to-date or reliable;
- (vi) as to the security of any information transmitted over the internet as no data transmission over the internet can be guaranteed as being totally secure. Accordingly, any document or information which is transmitted by the ESA, whether to LTA or to any other party, shall be transmitted at the ESA's own risk; or
- (vii) as to the availability, content or security of any website linked from or integrated with the LTALink System Website.

- 13.2 LTA shall not be liable to the ESA or any other third party for any claims, liabilities, expenses, costs, losses or damage of whatever nature (even if reasonably foreseeable or if LTA had been advised of the possibility of the same) brought against, suffered or incurred by the ESA or any other person as a result of:

- (i) an action brought by a third party;
- (ii) the reliance on or use of any data, information, content or matter extracted from the LTALink System or the accuracy, correctness or completeness thereof;
- (iii) any act, default or omission of a Service Provider or other third party, including without limitation, third party providers of telecommunication, computer or

internet services or for faults in or failures of their apparatus, equipment or systems irrespective of whether such Service Provider or third party is engaged by LTA;

- (iv) any errors, interruptions or other occurrence whatsoever in relation to any person's use of the LTALink System;
 - (v) any inability of the ESA or any other person to access the LTALink System;
 - (vi) any data or other information input, sent or received by or to the ESA or through the LTALink System; or
 - (vii) any occurrence not due to LTA's wilful breach of these LTALink Conditions.
- 13.3 Notwithstanding any other provision in these LTALink Conditions, in no event shall LTA be liable to the ESA or any other person for any losses (including any loss of business, profit or goodwill), costs, expenses or direct, indirect, punitive, accidental, special or consequential damages, whether based upon contract, tort, negligence or any other legal theory and even if LTA had been advised as to the possibility of such damages. Without prejudice to the foregoing, if LTA is held or found to be liable to the ESA for any matter relating to or arising in connection with these LTALink Conditions, the LTALink Services or the LTALink System, whether based on an action or claim in contract, negligence, tort or otherwise, the aggregate liability of LTA to the ESA in respect of all such claims shall be limited to S\$2,000.
- 13.4 LTA shall not be responsible for any dealings (i) between the ESA and any Service Provider or (ii) between the ESA and another person, whether or not such dealings are facilitated through the use of the LTALink System.

14. INSURANCE POLICIES

- 14.1 Without prejudice to the ESA's obligations under Clause 12 of these LTALink Conditions, the ESA shall, if required by LTA by notice in writing, forthwith take out and maintain, with financially sound and reputable insurers licensed by the Monetary Authority of Singapore, at the ESA's sole cost and expense:
- (i) insurance in respect of injury or damage to property, real or personal, arising out of or in the course of providing Customer Services;
 - (ii) insurance against theft or robbery of the taxes, fees and other amounts collected by the ESA from its Customers; and
 - (iii) fidelity insurance against the misappropriation of the taxes, fees and other amounts collected by the ESA from its Customers,
- for such amounts as is reasonably standard with respect to a business of similar size and type or such other amounts as may be specified by LTA from time to time.
- 14.2 The terms and conditions of such insurances shall be subject to LTA's prior written approval and shall not be amended without the prior written consent of LTA.
- 14.3 All policies taken out by the ESA in compliance with Clause 14.1 of these LTALink Conditions shall, if so required by LTA, be deposited with LTA. The ESA shall maintain such policies in full force and effect including the payment of all premiums from time to time on or prior to the date on which the same ought to be paid until the fulfilment of its

obligations as an ESA and shall produce the policy(s) of insurance and receipts for premiums paid upon request by LTA, and, if LTA so directs, deposit with LTA the receipts in respect of the payment of such premiums.

15. RELATIONSHIP BETWEEN THE ESA AND LTA

- 15.1 Nothing in these LTALink Conditions shall create, or be deemed to create, a partnership or a relationship of agency between the ESA and LTA.
- 15.2 The ESA shall not make any reference to LTA or to the approved/authorised/registered status of the company as an ESA, in any form of media, including *inter alia*, advertisements, news items, articles, publications, prepared speeches, social media posts or any other publicity material, without the prior written consent of LTA.

16. NOTICES

- 16.1 All notices, requests, demands and other communications made hereunder shall be in writing and shall be deemed to have been duly delivered (i) if delivered in person or if sent by post to the address specified below, or such address as may be notified in writing by one Party to the other from time to time, (ii) if sent by email to the email address specified below, or such email address as may be notified in writing by one Party to the other from time to time, (iii) if an electronic letter is deposited by LTA in an electronic account on the OneMotoring Website accessible by the ESA's Corppass or Token credential, or (iv) if served by such other method as the LTA Act may allow.

If to the ESA, the address or email address provided in the Application and stored in LTALink System or as notified to LTA in writing in accordance with these LTALink Conditions.

If to LTA:

Land Transport Authority of Singapore
10 Sin Ming Drive
Singapore 575701
Facsimile: 6553 5329
Email: LTA-ESA_Application@lta.gov.sg
Attention: Deputy Director, VRL Project Development

17. SUSPENSION OF ACCESS

- 17.1 Without prejudice to any other right or remedy which LTA may be entitled to, and without prejudice to the LTA Act and the LTA ESS Rules, LTA may at any time suspend any or all of the ESA's Accounts and corresponding UIN, for any reason including:
- (i) non-usage of any of the UIN allocated to the ESA for any period of ninety (90) calendar days;
 - (ii) in LTA's opinion, the ESA has breached or failed to comply with any part of these LTALink Conditions, the Terms of Use, any SOPs, any law or regulations; or
 - (iii) the ESA has provided inaccurate, invalid or incomplete information to LTA.
- 17.2 LTA shall inform the ESA of any such suspension, which shall take effect from such time as may be determined by LTA.

17.3 The ESA shall, upon LTA's written direction, immediately suspend, at the ESA's own cost and expense, the operation of any Token or Operating Location for such time and in such manner as LTA may consider appropriate.

17.4 LTA shall not be liable for any damages, losses, costs or expenses suffered by the ESA, howsoever arising, that may result from any suspension occurring under this Clause 17 of these LTALink Conditions.

18. CANCELLATION OF ACCESS

18.1 Without prejudice to any other right or remedy which LTA may be entitled to, and without prejudice to the LTA Act and the LTA ESS Rules, LTA may forthwith cancel the ESA's registration as an ESA, any or all Accounts or UIN and access to the LTALink System, in the following circumstances:

- (i) by giving thirty (30) calendar days' prior written notice to the ESA, without the need to give any reason;
- (ii) where the ESA is in breach of any of the provisions of these LTALink Conditions and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) calendar days after receipt of a written notice from LTA requiring the breach to be remedied;
- (iii) LTA comes to be aware that criminal or civil action is being contemplated, or has been instituted against the ESA, or a court has issued judgment against the ESA, in respect of any harm or loss (monetary or otherwise) caused or alleged to have been caused to any person;
- (iv) where the ESA is a natural person or a partnership, the ESA or any of the partners (where the ESA is a partnership) dies or becomes mentally incapacitated, or proceedings are commenced for the bankruptcy of the ESA or any of the partners (where the ESA is a partnership) or an interim order (within the meaning of the Insolvency, Restructuring and Dissolution Act 2018) is applied for or made in respect of the ESA or any of the partners (where the ESA is a partnership);
- (v) where the ESA is a society or body corporate, proceedings are commenced or a resolution is passed for the winding up or dissolution or reconstruction of the ESA or proceedings are commenced for the judicial management of the ESA or a receiver or receiver and manager is appointed over the ESA or any of its assets;
- (vi) the ESA enters into any composition or arrangement with its creditors; or
- (vii) any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over any of the property or assets of the ESA.

18.2 In the event of cancellation of the ESA's registration:

- (i) the ESA shall forthwith cease to represent any person in respect of the filing of applications or documents to LTA for any purpose whatsoever;
- (ii) the ESA shall forthwith notify all its Customers in writing of the cancellation of its registration;

- (iii) all amounts payable by the ESA to LTA shall forthwith become due and payable and LTA shall be entitled to recover from the ESA all such amounts as a debt due; and
 - (iv) LTA may recover from the ESA the damages, losses, costs and expenses sustained or incurred by LTA as a result of such cancellation.
- 18.3 The ESA shall forthwith deliver to LTA within seven (7) calendar days or, at LTA's direction, destroy all materials in the ESA's power, possession, custody or control regardless of the medium of storage and including copies (i) which belong to LTA or (ii) which were provided to the ESA by LTA or (iii) which contain any Confidential Information or (iv) which contain any Disclosed Personal Data.
- 18.4 Clauses 10, 11 and 12 and 18 of these LTALink Conditions shall survive the cancellation of the ESA's registration as an ESA.

19. SET-OFF

All amounts, damages, losses, costs and expenses which are payable to or recoverable by LTA from the ESA may be deducted from the Security Deposit or any money that may then be due to the ESA and if the Security Deposit or money then due to the ESA is not sufficient for that purpose, the balance remaining unpaid shall be a debt due from the ESA to LTA recoverable in any court of competent jurisdiction.

20. SUB-CONTRACTING

The ESA shall not, without the prior written consent of LTA, sub-contract any of its Customer Services or any of its obligations and duties under these LTALink Conditions.

21. GOVERNING LAW

These LTALink Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Applicant agrees to submit to exclusive jurisdiction of the Singapore courts.