

TERMS OF USE

- 1 These terms of use constitute a contract (“Agreement”) between you (referred to as “you” or “your” or “User”) and ST ENGINEERING URBAN SOLUTIONS LTD. (referred to as “Urban Solutions” or “we” or “us” or “our”) and applies to your use of our Services (the “Services”) on the GoParkin App (the “App”) or otherwise.
 - a. The Services facilitate the paying of parking charges at selected public car parks in Singapore.
 - b. We DO NOT provide, own or operate the car parks. The selected car parks are owned and operated by different Merchants and/or government agencies. When making payment through the Services, you are making payment to the Merchant and/or government agencies.
 - c. We are NOT responsible for the fulfilment and quality of the car park services themselves.
- 2 By accessing the GoParkin website and/or registering as a User on the App, you unconditionally agree that you have read, and accept to be legally bound by all of the terms and conditions in this Agreement as well as our Data Protection Notice. We may amend this Agreement at any time by posting a revised version on our GoParkin website or the App. 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 the App or access the GoParkin website or any of the Services offered or provided therein.
- 3 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.
- 4 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.

CONSUMER ADVISORY

- 5 ST ENGINEERING URBAN SOLUTIONS LTD, is the holder of GoParkin stored value facility (if such a facility is available). Consumers (users) are advised to read the terms and conditions carefully.

DEFINITIONS

- 6 “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.
- 7 “Claim” means a challenge to a payment that a User files directly with GoParkin.
- 8 “Dispute” means a dispute filed by a User directly with GoParkin.
- 9 “Funds” means the credits stored in your User Account where you can reload or top-up as instructed on the App (if such a facility is available).
- 10 “App” means the GoParkin mobile application that is maintained and provided by us for downloading from official channels approved by us from time to time.
- 11 “Merchant” means a participating merchant entity that has entered into an arrangement with GoParkin to accept payment from you for Service(s) effected through the App.
- 12 “Third Party Service Provider” means a party other than Urban Solutions or its related corporations that provides any function or Service accessible through or on the App and/or GoParkin website.
- 13 “Third Party Prepaid Cards” shall have the meaning ascribed to it in clause 29 under Payment Service below.
- 14 “User” means you or any individual who has successfully registered (also includes anyone who downloaded the App and/or the website services) with us.
- 15 “User Account” means the registered account of a User containing stored value purchased by the User, where such stored value is capable of being used, by such User, to carry out transactions for the payment of Services.
- 16 “Verified Account” means a User Account status reflect that we have 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.

SERVICES AND ELIGIBILITY

- 17 We facilitate payments and provide our Services to you via the App. Our Services allow you to send payments, and, where applicable, to receive payments. We do not have any control over, and are not responsible or liable for, the Services that are paid for via our App. We cannot ensure that the Merchant you are dealing with using GoParkin will actually complete the transaction. We have the right to introduce new Services to the App and/or GoParkin website from time to time.
- 18 In order to open and maintain a User Account, you must provide us with correct and updated information. Your registration must be followed with the submission of such supporting documentation and information as we may require from time to time in order to identify you and perform checks and verification of information required by law. You agree that all documentation and information 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.
- 19 It is your responsibility to keep your email address and mobile number up to date to facilitate electronic communication. In the event that we send you an electronic communication but you do not receive it because your email address or mobile number in our records is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive it, we will be deemed to have provided the communication to you effectively.
- 20 You may update your contact information through the App or by sending us an email at goparkin@stengg.com. If your email address becomes invalid such that electronic communications sent to you by us are returned, we may deem your User Account to be inactive, and you will not be able to use our Services until we receive a valid, working email address from you.
- 21 You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity as a User. This may include asking you for further information or documentation, requiring you to take steps to confirm ownership of your email address, mobile number or credit/debit/charge cards or to verify your information against third party databases or through other sources.
- 22 You are required to use the latest versions of our App in order to use our Services. The App may only be downloaded from official channels provided and approved by us. All terms that have been included in this Agreement are

applicable to all versions, past and present, of the App. You acknowledge that we have entered into agreements with, and owe certain obligations to, owners and operators of app store providers in connection with the distribution of the App. 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 us and such app store providers.

- 23 We hereby grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the App downloaded directly from the official channels provided and approved by us, 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 the App, 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 the App or GoParkin website for any commercial or other purposes.
- 24 You acknowledge and agree that your use of any mobile services such as data when using our App may entail additional charges with your respective mobile Service providers and you shall be responsible for such charges.

PAYMENT SERVICE

- 25 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 the App, or top-up. 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.
- 26 You may register your credit/debit/charge card or bank account with our Services to facilitate the processing of payment transactions using the App. 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.

- 27 You may select a preferred payment method each time you make a payment. By adding a credit/debit/charge card as a payment method on the App, you are providing us with continuous authority to charge that card to obtain the relevant funds when the card is used as a payment method pursuant to this Agreement.
- 28 Your bank, credit/debit/charge card company may charge you fees for sending or receiving funds through the App. You may be charged fees even when your transaction is domestic, and does not require a currency conversion. We are not liable for any fees charged to you by your bank, credit/debit/charge card company or other financial institution.
- 29 We shall not be obliged to return or refund any balance amount in your User account except when you close your User Account (subject to our administrative fees). We may also from time to time work with a Merchant, financial institution or any other third party, to allow pre-paid cards that are issued and operated by such Merchant, financial institution or third party to be downloaded and used as an electronic pre-paid card for payments on our App (referred to as “Third Party Prepaid Cards”). Such Third Party Prepaid Cards are subject to the terms and conditions of the relevant issuer and although they may be used for payments via the App, they are not managed or operated by GoParkin. As such, we do not assume any responsibility or liability for any matters relating to your use of these Third Party Prepaid Cards. If you have any queries relating to the use or balance amount in, or any transaction made using, the Third Party Prepaid Cards, please contact the issuers directly. We may also from time to time work with a Merchant, financial institution or any other third party to provide you with our Services. The terms and conditions of our third party software/service are (“Third Party Terms”):

a. Stripe Core Services - <https://stripe.com/sg/legal>

You are deemed to have notice of the above mentioned third party terms and have agreed to be unconditionally bound by all the obligations in the Third Party Terms which are applicable to you as the end user. You agree to indemnify and keep us harmless against all claims, actions, liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with your access or use of the aforesaid third party software or services or your non-compliance with the Third Party Terms which causes us to breach any of the Third Party Terms.

- 30 When you send a payment, the recipient is not required to accept it. Any unclaimed, refunded or denied payment will be returned or refunded to your relevant mode of payment for that particular transaction, less any applicable fees or charges that may be imposed.
- 31 When you send a payment to certain Merchants using GoParkin, you are providing an Authorization to the Merchant to process your payment and complete the transaction with GoParkin. The payment will be held as pending until the Merchant processes your payment.

ACCOUNT BALANCES

- 32 We will hold your User account funds in pooled accounts separate from our corporate funds, and we will not use the funds for our own operating expenses or for any other corporate purposes. We will not voluntarily make your funds available to our creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your User account. We may receive interest on amounts that we hold on your behalf. You agree to assign your rights to us for any interest derived from your funds.
- 33 If you have a past due amount owed to us, we may debit your User Account to pay any amounts that are past due.

CLOSING YOUR USER ACCOUNT

- 34 You may close your User Account at any time by writing to us with your request at goparkin@stengg.com.
- 35 If you close your User Account, excluding any funds that were given to you free pursuant to any marketing or promotional activity, we can return any remaining funds less administrative and processing fees. We may hold the balance amount and require you to provide further information or documentation for verification purposes, or as may be required by relevant laws and regulations, before we make any refunds or transfers of the balance amount to you.
- 36 Limitations on User Account Closure. You may not evade an investigation by closing your User Account. If you close your User Account while we are conducting an investigation, we reserve the right to hold your funds. You will remain liable for all obligations related to your User Account even after the User Account is closed.

ERRONEOUS AND UNAUTHORISED TRANSACTIONS

- 37 An Erroneous or 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 the App to access your User Account, and sends a payment, 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.
- 38 You should immediately notify us at goparkin@stengg.com if you believe that:
- a. there has been an Erroneous/Unauthorized Transaction or unauthorized access to your User Account;
 - b. 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 the App or website and clicking on a link to “History”);
 - c. your password has been compromised;
 - d. your GoParkin mobile-activated phone has been lost, stolen or deactivated; or
 - e. you need more information about a transaction listed on the statement or transaction confirmation.
- 39 When you notify us, please provide us with all of the following information:
- a. Your name, email address and mobile number registered to your User Account;
 - b. A description of any suspected Erroneous or Unauthorized Transaction and any relevant details;
 - c. The amount of any suspected Erroneous or Unauthorized Transaction.
- 40 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:
- a. 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.

- b. 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.
 - c. 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. Our decision shall be final and binding on you.
 - d. We may request additional information from you during the investigation
- 41 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.
- 42 Your Errors. If you erroneously send a payment to the wrong party, or send a payment for the wrong amount, your only recourse will be to contact the party to whom you sent the payment and ask them to contact us or refund you directly.

VOID TRANSACTIONS AND REFUNDS

- 43 If a Merchant makes a request to void any payment transaction made by you, we may, in certain circumstances agree between us and the Merchant, refund the relevant amount to you by crediting such amount to your User account.
- 44 In respect of any complaints concerning any transaction, you hereby acknowledge that: (a) you shall provide such documentary proof as we may require as relevant evidence toward our investigation; (b) you acknowledge that we shall be not be responsible or liable to you in respect of any issues with any transaction that you fail to notify us in writing within 30 days from the date of that transaction; and (c) we retain the sole discretion to conduct independent investigations into each and every transaction you made, and reserve the right to make any determination we deem fit. (d) We reserve the right to charge an administration fee for any transaction refund.

RESTRICTED ACTIVITIES

- 45 In connection with your use of our website, your User Account, our Services, the App or in the course of your interaction with us, other Users, or third parties, you acknowledge and agree that you will not :
- a. breach this Agreement;
 - b. violate any law, statute, ordinance, or regulation;
 - c. infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - d. act in a manner that is defamatory, threatening or harassing to our employees, agents or other Users;
 - e. provide false, inaccurate or misleading information;
 - f. engage in any illegal, potentially fraudulent or suspicious activity and/or transactions;
 - g. refuse to cooperate in our investigations;
 - h. use our Services in a manner that results in or may result in complaints, Disputes, Claims, Chargebacks, fees, fines, penalties and other liability to us, other Users, third parties or you;
 - i. 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;
 - j. use your User Account or our Services in a manner that GoParkin, 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;
 - k. 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;
 - l. monitor or copy the App or our website without our prior written permission;
 - m. interfere or attempt to interfere with our website, the App or our Services; or

- n. 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

- 46 You are responsible for all Claims, fees, fines, penalties and other liability incurred by us, 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 us, a User, or a third party for any and all such liability.
- 47 Any instructions given by you on your User Account (whether verbal or in writing) once you have been authenticated will be relied on by us. We 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 is proven that we were negligent.
- 48 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 from Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:
 - a. We may close, suspend, or limit your access to your User Account or any of our Services; and
 - b. We may refuse to provide our Services to you now and in the future.

DISPUTES

- 49 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 goparkin@stengg.com.
- 50 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in

force, which rules are deemed to be incorporated by reference in this clause. The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

- 51 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 our website or App 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.
- 52 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

- 53 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.
- 54 We reserve 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.
- 55 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 the App, our website, our Services, or this agreement.
- 56 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 shall be limited to the actual amount of direct damages.
- 57 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.

- 58 We do not have control of, nor liability for, the Services that are paid for with the App. 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 balance amount in your Third Party Prepaid Cards registered on the App.
- 59 The App and our Services are provided “as is” and “as available” as well as without any representation of warranty, whether express, implied or statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including but not limited to any representations or warranties:
- a. as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of the Service; and/or
 - b. that the Service or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that this Service, website and the server are and will be free of all viruses and/or other malicious, destructive or corrupting code, programme or macro. Urban Solutions, 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.
- 60 We do not guarantee continuous, uninterrupted or secure access to any part of our Services, and operation of our website or the App 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 bank accounts, 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.
- 61 Third Party Hypertext Link or Websites. Any hypertext link from the App or the website 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 from any such third party website. The inclusion of hyperlinks on the App does not imply any endorsement of the materials on such hyperlinked websites.

- 62 You agree to defend, indemnify and hold Urban Solutions, 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 you or your employees' or agents' breach of this Agreement and/or use of our Services, and against all claims in respect of loss of or damage to property.
- 63 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 the App or website (or any part thereof); or (b) the whole or any portion of the App or website and the Services provided therein, with or without notice. We shall not be liable to you or any third party for any such modification, change, suspension, discontinuation or restriction.
- 64 Intellectual Property. "GoParkin.com", "GoParkin", and all other URLs, logos and trademarks related to our Services are either trademarks or registered trademarks of Urban Solutions or its licensors. You may not copy, imitate or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are Service marks, trademarks, and/or trade dress of Urban Solutions. You may not copy, imitate, or use them without our prior written consent. All rights, title and interest in and to the App, the GoParkin website, 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 Urban Solutions and its licensors.
- 65 By providing us with your mobile number, you consent to receiving calls and text messages from us about your use of our Services at that number.
- 66 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.
- 67 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 or for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
- 68 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 or assign this Agreement or any right or obligation under this Agreement at any time.

- 69 Our failure or delay to act with respect to a breach by you or others does not waive our right to act with regards to the breach or any subsequent or similar breaches.
- 70 This Agreement constitutes the entire agreement between you and Urban Solutions relating to your use of the App and website.
- 71 If we pay out a Claim, reversal or Chargeback that you file against a recipient of your payment, you agree that we assume your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, at our absolute discretion.
- 72 Save for Urban Solutions and its affiliates, 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.
- 73 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.
- 74 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.
- 75 We reserve the right to change the terms and conditions of any marketing and sales promotions we organize at any time without informing our users.
- 76 We shall also not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including but not limited to any direct or indirect, special or consequential damages, loss of income, revenue or profits, lost or damaged data, or damage to your computer, software or any other property, whether arising directly or indirectly from -
- a. your access to or use of this Service, or any part thereof;
 - b. any loss of access to our use of this Service or any part of this Service, howsoever caused;

- c. any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the Service;
- d. any delay or interruption in the transmission of the Service, whether caused by delay or interruption in transmission over the internet or otherwise; or
- e. any decision made or action taken by you or any third party in reliance upon the Service, regardless of whether we have been advised of the possibility of such damage or loss.

77 Notwithstanding any other provision in this Agreement, you agree that our aggregate liability to you for any and all causes of action in relation to the Service shall not exceed the sum of any fine or penalty you actually pay as a result of any written law in respect of any omission to pay any parking charges due solely to defects in the Service. The remedy granted under this term shall be your sole and exclusive remedy in respect of any form of liability we own you arising out of or in connection with the Service, whether the liability is foreseeable or not.

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 goparkin@stengg.com.