

**Terms and Conditions of Participating in The Changi Travel Circle Programme and Use of this Website**

Please read these Terms and Conditions (“**Terms**”) carefully before using the website www.travelcircle.changiairport.com (this “**Site**”) and signing up to join the Changi Travel Circle Programme (“**Programme**”). By submitting the application to join the Programme and use of the Site:

- (a) you are agreeing to this Agreement on behalf of a company, organization or another legal entity named in the application and you warrant and represent to Changi Airport Group (Singapore) Pte. Ltd. (“**CAG**”) that you have the authority to bind the entity named in the application to these Terms and this Agreement. If you do not have such authority, or if you or the entity does not agree with this Agreement, you must not proceed with the application.
- (b) the Member / Partner signifies that it has read, and it unconditionally agrees to be bound by these Terms and Conditions. The Member / Partner should discontinue access to this Site immediately if it does not agree to these Terms.

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**1. General**

- 1.1. These Terms form the agreement we have with the Member / Partner (the “**Agreement**”) when the Member / Partner signs up for the Changi Travel Circle Programme operated by CAG and our Programme partners, and use the Site.
- 1.2. CAG reserves the right, without notice or liability to the Member / Partner, to change, modify, suspend or discontinue the whole or any portion of the Programme and Site, including the availability of any feature, database or content, and/or impose limits or conditions on or restrict the Member’s / Partner’s access to parts of or the entire Site.
- 1.3. Definitions.
  - a) “**Agreement**” means a contract made or to be made between the Member / Partner and Changi Airport Group (Singapore) Pte. Ltd. (“**CAG**”) for the provision of access to the Site by CAG upon these Terms, and includes all annexes;

- b) **"Authentication Method"** means any or any combination of confirmation emails, QR codes, or other methods stipulated by CAG from time to time for the Member / Partner's access and / or use of the Site;
- c) **"Circle Points"** means the points awarded for the Member's qualifying actions and interactions on the Programme;
- d) **"Destination Management Company"** means a third-party firm that is commonly hired to provide professional services for the planning and implementation of out-of-town tour itineraries, event programmes and services;
- e) **"IATA Agency Code"** means identification code issued by International Air Transport Association for accreditation of travel agents;
- f) **"Law"** or **"Laws"** mean any decree, resolution, law, by-laws, statute, act, ordinance, rule, directive, order, treaty, code, instruction, direction, policy or regulation or any interpretation of the foregoing, as promulgated, enacted, issued, decided or determined by any government or public agency of Singapore and includes without limitation:
  - i. any consent, authorisation, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, or exemption from, by or with a Government Agency; and
  - ii. any injunction or final non-appealable judgment directly applicable to the relevant party, of any Government Agency having jurisdiction over the matter in question;
- g) **"Marketplace"** means the area in the Site for Partners to list tour-related products and for Members to request for quotes for these products, review these products and the Partners;
- h) **"Member"** means an applicant whom CAG has approved to join the Programme who can perform activities including but not limited to request for quotes and review products on the Marketplace, create Projects, attend Webinars, earn Circle Points and receive Rewards;
- i) **"Parties"** means both the Member / Partner and CAG and **"Party"** means either the Member / Partner or CAG as the context requires;
- j) **"Partner"** or **"Vendor"** means a travel-related company and its employees whom CAG has approved to join the Programme who can perform activities including but not limited to list products on the Marketplace, respond to request for quotes, submit proposals for Projects and attend Webinars;
- k) **"Partner Portal"** or **"OmnyMart"** means the area of the Site where Partners manage their Partner account including but not limited to the account information, Sub-Partners, Store and products;
- l) **"Personal Data"** means data, whether true or not, about an individual who can be identified –from that data, or from that data and other information to which the Member or Partner has or is likely to have access, and includes without limitation name, email address, and other identifiable data;
- m) **"Programme"** means the Changi Travel Circle programme, a business-to-business (B2B) travel trade engagement programme owned and administered by CAG;
- n) **"Project"** means an activity that Members can create on the Site to request for proposals from Partners for tour products based on their specific requirements;
- o) **"Promotions"** has the following meaning:
  - i. From time to time, CAG may offer promotions applicable to Changi Travel Circle. The specific terms and conditions for each promotion will be stated at the time the promotion is

- offered. Each promotion may be different and unless otherwise stated, promotions are exclusive and may not be combined; and
- ii. CAG will not notify Members in advance that any promotion is about to end;
  - p) **“Rewards”** means the benefits and / or privileges made available to Members of the Programme when Members meet the prescribed Circle Points requirements;
  - q) **“Session”** means a usage period of the Site by the Member / Partner for the purposes of utilizing the Service;
  - r) **“STB Travel Agent Licence Number”** means the licence code of the Travel Agent Licence issued by Singapore Tourism Board for Companies or persons in the business of making travel arrangements or conducting tours in or outside of Singapore;
  - s) **“Store”** means the webpage(s) in the Marketplace where the Partner information and products are displayed to the Members;
  - t) **“Sub-Partners” or “Subvendors”** mean staff members who are added to the Partner’s account and will have access to manage most Company account information, Store and product details, manage requests for quotes and submit proposals for Projects; and
  - u) **“Webinars”** means online events that are organised for Members / Partners of the Programme.
- 1.4. In these Terms, “we”, “us” or “our” refers to CAG, the entity that manages and operates Singapore Changi Airport, and includes our employees, officers and agents.

## 2. Membership Eligibility, Enrolment and Termination

- 2.1. In order for a Member to join the Programme, the Member will need to provide the Member’s business contact details to create an account. The Member’s Changi Travel Circle membership will continue until terminated.
- 2.2. A Member may be provided with a promotion code to join the Changi Travel Circle. The code should be entered at the point of account registration. CAG is unable to retrospectively apply promotion codes once the Member’s account has been created.
- 2.3. In order to be eligible to join the Programme, a Member must be an individual working in a travel-related company such as but not limited to a travel agency, airline or attraction, with a valid business email address.
- 2.4. Members’ business contact details may be displayed and made available to other Members or Partners of the Programme.
- 2.5. All Authentication Methods provided to the Member (including the Member’s login account details and password) must be kept confidential at all times and should never be shared or exposed to others.
- 2.6. CAG reserves the right to without notice, suspend or terminate a Member’s Changi Travel Circle account and forfeit any Circle Points, entitlements and Rewards in respect of a Member’s Changi Travel Circle account in any of the following situations:
  - a) The account has not been logged into for a continuous period of two (2) years; or

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- b) Member is found to have more than one Changi Travel Circle account registered in the Member's name; or
  - c) Suspicious or fraudulent activity is detected with respect to the subject Changi Travel Circle account; or
  - d) If there is a breach of these Terms by the Member or any of its employees, agents, contractors.
- 2.7. Members wishing to terminate their accounts shall submit a written request to the contact details in these Terms.

### 3. Partnership Eligibility, Enrolment and Termination

- 3.1. A Partner must be a travel-related company such as but not limited to a Destination Management Company, with a valid business registration number (for Singapore-based companies) and IATA Agency Code or STB Travel Agency Licence Number. A Partner represents and warrants both at the time it submits a request to create a Partner account as well as on an ongoing basis, that it is a going concern, is of good standing in the jurisdictions in which it operates and has not been sanctioned, suspended, faced any disciplinary censure from any relevant trade and industry body in such jurisdictions.
- 3.2. Partners will need to provide the company details as required in the Site to create a Partner account.
- 3.3. CAG will review your request to create a Partner account and approve or reject the request within five (5) working days of receiving the application.
- 3.4. Partners will be given access to the Partner Portal and to their Stores and products to be listed on the Marketplace. Partners will also be able to perform other activities including but not limited to manage Sub-Partners, respond to request for quotes, manage Projects and proposals for such Projects.
- 3.5. All Authentication Methods provided to the Partner (including the Partner and Sub-Partner login details and password) must be kept confidential at all times and should never be shared or exposed to others.
- 3.6. The Partner and its active listings will continue to be featured on Changi Travel Circle until the Partner account is terminated. Partners' business contact details may be displayed and made available to other Members or Partners of the Programme.
- 3.7. Partners agree that CAG may use their active listings for any marketing activities, events or promotions for the purposes of attracting visitors to Singapore. Accordingly, the Partners agree to grant CAG an unconditional licence to use their corporate marks, brands, product content and relevant images in respect of their active listings for such purposes.
- 3.8. Partners wishing to terminate their accounts shall submit a written request to the contact details in these Terms.
- 3.9. CAG reserves the right to without notice, suspend or terminate a Partner's Changi Travel Circle account, remove any company or product information from the Changi Travel Circle site, and forfeit any entitlements in any of the following situations:
- a) The Partner account has not been logged into for a continuous period of two (2) years; or
  - b) Suspicious or fraudulent activity is detected with respect to the subject Changi Travel Circle Partner account; or

- c) If there is a breach of these Terms by the Partner or any of its employees, agents, contractors.

## 4. Marketplace

- 4.1. The Marketplace is a platform for Partners and Members to interact with one another primarily through tour products listed by Partners and Projects created by Members to request for proposals for such tour products.
- 4.2. Member roles and responsibilities
  - a) Members can only create Projects to request for proposals for tour products that involve arrival, departure or transfer at Singapore Changi Airport. Projects that involve products that do not satisfy this condition will be removed at CAG's sole discretion.
  - b) Members must ensure that all product reviews submitted are accurate. CAG, at its sole discretion, will disallow publication of inappropriate products reviews, or reviews that are deemed to be reasonably inaccurate.
- 4.3. Partner roles and responsibilities
  - a) Partners can only list tour products that involve arrival, departure or transfer at Singapore Changi Airport.
  - b) Partners must ensure that information submitted for the product listings are accurate and Partners have the intention and capability to fulfil the details as published.
  - c) Each listing submitted by Partners will be reviewed by CAG and published on the site within five (5) working days from the date of submission if it is approved.
  - d) Partners must ensure that information submitted in the proposal in response to Projects created by Members is accurate and Partners have the intention and capability to fulfil the details as published.
- 4.4. Members and Partners must ensure that no Personal Data of tour customers are uploaded into the Site in the request for quotes or creation of Projects.
- 4.5. Members and Partners must ensure that no confidential business information is uploaded as an attachment when requesting for quotes and responding to such a request and creating a Project and submitting a proposal in response to the Project.
- 4.6. CAG shall not be responsible or liable for interactions between Members and Partners as a result of activities carried out on the Marketplace. These interactions include but are not limited to requesting for quotes and responses to such requests, creation of Projects and proposals submitted and forming of contracts. CAG shall also not be a party to any agreement formed between Members and Partners as a result of activities carried out on the Marketplace.

## 5. Webinars

- 5.1. Webinars generally seek to equip Members / Partners with the latest updates about Changi Airport and its partners, allowing Members / Partners to keep abreast of developments at Changi Airport and its partners, and communicate this information to their customers.

- 5.2. Members / Partners shall register for Webinars using the same business email address as that provided when registering for their Changi Travel Circle account.
- 5.3. Members / Partners shall cancel their registration should they not be able to join the webinars.
- 5.4. By participating in Changi Travel Circle’s Webinars, Members / Partners are deemed to have consented to the [Privacy Statement \(https://www.cisco.com/c/en/us/about/legal/privacy.html\)](https://www.cisco.com/c/en/us/about/legal/privacy.html) and [Terms of Service\(https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end-user-license-agreement.html\)](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end-user-license-agreement.html) of Cisco “WebEx” platform; or to the [Privacy Statement \(https://zoom.us/privacy\)](https://zoom.us/privacy) and [Terms \(https://zoom.us/terms\)](https://zoom.us/terms) of Zoom’s platform.
- 5.5. The quality of the display of Webinar content may vary from device to device, and may be affected by a variety of factors, such as Members’ / Partners’ location, the bandwidth available through and/or speed of Members’ / Partners’ Internet connection.

## 6. Circle Points & Rewards

- 6.1. Circle Points have no monetary value and can only be earned or redeemed in accordance with these Terms. Any other use, including but not limited to the sale, trade, transfer or exchange of Circle Points may result in the forfeiture of the points in question, cancellation of rewards or immediate termination of Changi Travel Circle membership without prejudice to any rights or remedies available to CAG at law or in contract.
- 6.2. Issuance of Circle Points
  - a) Circle Points are issued to each Member for each activity listed in Table 1 below.

Table 1: List of Qualifying Actions for Issuance of Circle Points

Interaction	Circle Points Issued per Interaction
<p><b>Attend Our Webinars</b></p> <p>Members must register for Webinars using the same business email address as that provided when registering for their Changi Travel Circle account. Circle Points will be issued per webinar session attended in full. Circle Points will only be issued once for multiple attendance at same-day webinar sessions.</p>	150
<p><b>Create A Project</b></p> <p>Circle Points will be issued to the Member upon successful creation of a Project.</p>	100
<p><b>Request A Quote</b></p> <p>Circle Points will be issued to the Member upon successful submission of request for a quote. A maximum of 400 Circle Points will be issued to a Member for requests for quotes in one quarter (Jan – Mar, Apr – Jun, Jul – Sep and Oct – Dec).</p>	50
<p><b>Refer A Friend</b></p> <p>Members can refer a friend by sending an invitation through “My Referrals”. Circle Points will be issued to the Member when the referee clicks “Join Now” in the referral email and creates a new account successfully using the link in the referral email.</p>	20
<p><b>Complete Our Pop Quizzes</b></p>	20

<p>Circle Points will be issued to the Member upon submission of correct answers for all questions within each Pop Quiz topic in the Member's first attempt.</p>	
<p><b>Follow / Like Us</b></p> <p>Members must <u>send</u> (<a href="https://travelcircle.changiairport.com/contact?Circle-points">https://travelcircle.changiairport.com/contact?Circle-points</a>) a screen grab of following our social media account(s) to claim Circle Points after completing any one of these activities:</p> <ul style="list-style-type: none"> <li>– Follow Changi Airport's Facebook (<a href="https://www.facebook.com/changiairport">https://www.facebook.com/changiairport</a>)</li> <li>– Follow Changi Airport's Instagram (<a href="http://instagram.com/changiairport/">http://instagram.com/changiairport/</a>)</li> <li>– Follow Changi Airport Group's Air Hub LinkedIn Page (<a href="https://linkedin.com/showcase/changi-air-hub">https://linkedin.com/showcase/changi-air-hub</a>)</li> <li>– Follow Changi Airport's Twitter (<a href="https://twitter.com/changiairport">https://twitter.com/changiairport</a>)</li> <li>– Like iShopChangi's Facebook (<a href="https://www.facebook.com/iShopChangi/">https://www.facebook.com/iShopChangi/</a>)</li> <li>– Follow iShopChangi's Instagram (<a href="https://www.instagram.com/ishopchangi/">https://www.instagram.com/ishopchangi/</a>)</li> <li>– Like Jewel Changi Airport's Facebook (<a href="https://www.facebook.com/JewelChangiAirport/">https://www.facebook.com/JewelChangiAirport/</a>)</li> <li>– Follow Jewel Changi Airport's Instagram (<a href="https://www.instagram.com/jewelchangiairport/?hl=en">https://www.instagram.com/jewelchangiairport/?hl=en</a>)</li> </ul> <p>The screen grab needs to show the Member's social media account name. Circle Points will only be issued once per Member account for each of these activities.</p>	<p>20</p>
<p><b>Share Our Posts</b></p> <p>Reshare a post from Changi Airport's, iShopChangi's or Jewel Changi Airport's social media account and tag us at #ChangiTravelCircle. Members must <u>send</u> (<a href="https://travelcircle.changiairport.com/contact?Circle-points">https://travelcircle.changiairport.com/contact?Circle-points</a>) a screen grab of resharing the post and ensure that the Member's social media account is set to public for our verification. Circle Points will only be issued once per Member account for each shared post.</p>	<p>10</p>
<p><b>Review A Product</b></p> <p>Circle Points will be issued to the Member upon successful product review.</p>	<p>10</p>

- b) A Member can start earning Circle Points immediately upon successfully joining the Programme.
- c) Circle Points are issued into a Member's account within ten (10) working days from the time of completion of the activity or submission of a claim, where required.
- d) CAG, at its sole discretion, may request for more supporting information before awarding Circle Points and reserves the right to not award Circle Points if the supporting image or documentation is considered insufficient.
- e) CAG may at any time and without notice alter the amount of Circle Points required for issuance of Reward(s).

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- f) CAG may, at its sole discretion, suspend the calculation and accrual of Circle Points and rectify any error in any calculations pertaining to the calculation and accrual of Circle Points.

#### 6.3. Issuance of Rewards

- a) Circle Points will be automatically redeemed for Reward(s) when the minimum requirement published on the Site is met, and Reward(s) will be issued to Member's registered business email address once every month.
- b) Once issued, the Reward's validity is based on the corresponding Terms and Conditions of the merchant providing the Reward.

6.4. All Circle Points earned will expire one (1) year from the date of issuance. Expired Circle Points will be removed from the Member's account.

6.5. The use and/or conversion of Circle Points may be subject to further terms and conditions or restrictions as CAG may impose from time to time.

## 7. Member / Partner Responsibilities

7.1. We grant the Member / Partner a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right to access and use the Site and its contents for personal and non-commercial use only.

7.2. The Member / Partner acknowledges that it is solely responsible for maintaining the confidentiality and security of any Authentication Method provided by us to the Member / Partner, and the Member / Partner's details that may be used to access the Site. The Member / Partner must immediately notify us if the Member / Partner knows or suspects of any unauthorised use of the said information.

7.3. The Member / Partner must not, without our prior written consent, share with or transfer to any third party any Authentication Method provided by us to the Member / Partner for accessing and using the Site. If there is any use and access to the Site using the Authentication Method provided by us to the Member / Partner, shall be deemed to be used and accessed by the Member / Partner or on the Member / Partner's behalf, and the Member / Partner shall be fully responsible in respect of any such use and access.

7.4. The Member / Partner represents and warrants that all information or data provided through or on the Site ("**User Information**") are true, complete, accurate, not in breach of any Laws and third party intellectual property rights, and not cause CAG to be in breach of any Laws and third party intellectual property rights.

7.5. The Member / Partner will also ensure that all material, data or information that the Member / Partner submit on the Site does not contain any electronic virus, or other similar malicious electronic code, or any software, hardware or other technologies, devices or means, the purpose or effect of which is to permit unauthorised access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner the Site. To this end, the Member / Partner agrees to implement its own reasonable technical and organizational measures in order to protect its systems from internal and external threats, such as but not limited to hackings or unauthorized access to the Services.

7.6. The Member / Partner shall indemnify and hold CAG and its directors, officers, employees, agents, contractors ("**Indemnified Party**") harmless from and against all claims, demands, choses in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties,



administrative fines imposed upon CAG by the Civil Aviation Authority of Singapore, its successors or any Government Agency, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by CAG and/or an Indemnified Party arising out of or in connection with:

- a) the Member / Partner's use or misuse of the Site and the Programme;
- b) the Member / Partner's provision of the User Information to us; and/or
- c) the acts, defaults or omissions of or any breach, performance, negligent performance or non-performance of this Agreement by the Member / Partner or its employees, agents, and contractors.

7.7. The Member / Partner may only use the Site for its own internal business purposes.

7.8. Save as expressly mentioned in these Terms, the Member / Partner shall not reproduce, disclose, decompile, disassemble, reverse engineer or modify any part the Site, and shall not be involved in development or commercialisation of any product or service which competes with the Site or any aspect thereof.

## 8. Disclaimers and Exclusions

8.1. The Site and its contents are provided on an "as is" and "as available" basis. To the fullest extent permissible by Law, CAG makes no representations and warranties, and disclaims all representations and warranties, whether express or implied, regarding the Site and its contents and the Programme, including but not limited to, the accuracy, completeness, reliability, timeliness, non-infringement of proprietary rights, title, merchantability, satisfactory quality, suitability for any particular purpose, availability of the Site and its contents and the Programme, and that the Site is free of virus or other harmful elements. Without prejudice to the foregoing, CAG makes no representations and warranties, and disclaims all liability concerning the information and content provided on the Site and/or through the Programme by other Member / Partners.

8.2. We do not provide any assurance concerning the following:

- a) In the event updates/upgrades/new versions of the Site are issued, we do not guarantee that the Site operates properly or at all if those updates/upgrades/new versions are not installed or implemented by the Member / Partner. We also do not guarantee these updates will be made available or will continue to be compatible with the Member / Partner's existing devices or its operating system; and
- b) We do not guarantee that the use of the Site will not be an infringement or misuse of any third-party rights, including intellectual property rights.

8.3. CAG is not responsible and shall not be liable for any hyperlink to any other website and any reference to any website, entity, product or service whether on the Site or in information provided by other Member / Partners in the Programme is not an endorsement or verification by CAG of such website, entity, product or service, or responsible for the content of any of the foregoing.

8.4. To the fullest extent permitted by Law, CAG shall not be liable in any way for any damages (including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles), losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are in connection with the Member / Partner's access and use of the Site and/or the Member / Partner's participation in the Programme due to any reason whether due to the negligence of CAG or its officers, employees, agents, contractors or otherwise, including without limitation any breach of security, delay, corruption or destruction of data

or systems (including not limited to those caused by any virus or other malicious code), transmission error, inaccessibility of the Site or any part thereof (whether in connection with upgrading or modification of the Site, failure or insufficiency of the technical facilities or otherwise), whether or not such damages arise in contract, tort, equity or at Law and even if CAG has been advised previously of the possibility of such damages.

## 9. Your Personal Data

9.1. The Member / Partner agrees that it shall only provide CAG with business contact information and shall not provide CAG with any Personal Data (as defined in the Singapore Personal Data Protection Act or other applicable personal data protection Laws) without CAG's prior written consent save for the following:

- (i) The URL of the Member / Partner's LinkedIn page provided to CAG during sign up process, and any personal data contained on the Member / Partner's LinkedIn page; and
- (ii) Screenshots of the Member / Partner following CAG's social media accounts, which contains the Member / Partner's social media account ID.

(collectively, the "Collected Personal Data").

9.2. The Member / Partner agrees that the Collected Personal Data may be used in accordance with CAG's Privacy Policy (<https://www.changiairport.com/en/privacy-policy.html>) and applicable privacy laws for the administration of the Changi Travel Circle Programme, including being displayed and made available to other Members or Partners of the programme.

## 10. Contact Information and Notices

10.1. If you have a general query on the Service, you can contact us via our Contact Us page (<https://travelcircle.changiairport.com/contact/>).

## 11. Other Important Matters

11.1. **Intellectual property rights.** The Member / Partner shall not without our prior written consent, do or attempt to do, or allow third parties on the Member / Partner's behalf to do or attempt to do any of the following: (i) copy, reproduce, alter, or modify the Site; or (ii) create derivative works of the Site of any kind whatsoever, (iii) use any content or materials on the Site for any purpose not contemplated under this Agreement. The Member / Partner's access to and use of the Site does not translate to CAG conferring any licence or any other intellectual property rights to the Member / Partner.

11.2. **Feedback.** All feedback about the Site and the Programme shall be deemed to be non-confidential and we are free to adopt or use the Member / Partner's feedback for any purpose without accounting to the Member / Partner.

11.3. **Alteration of Terms.** We reserve the right to revise these Terms at any time without notice and the Member / Partner agrees to be bound by such revised Terms if it continues to use the Programme, Services or the Site.

11.4. **Compliance with Laws.** The Member / Partner agrees to comply with all applicable Laws whether in Singapore or overseas, including without limitation all applicable data privacy and personal data Laws.

11.5. **Compliance with Anti-Bribery and Anti-Fraud Laws.** Without prejudice to paragraph 11.4, the Member / Partner agrees to:

- (a) Comply with all applicable laws, statutes, regulations and codes relating to dishonesty, fraud, bribery and corruption and/or other prohibited business practices including but not limited to the Singapore Prevention of Corruption Act (Cap. 241) and the Singapore Penal Code (Cap.224) ("**Relevant Laws**");
- (b) Not do or omit to do anything likely to cause CAG to be in breach of any Relevant Laws, and to avoid any conduct that can reasonably give rise to the appearance of a breach of any Relevant Laws; and
- (c) Report to CAG any contravention of this paragraph 11.5 or any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement.

11.6. **If a court finds any provisions in these Terms invalid or unenforceable**, the other provisions shall remain valid and enforceable.

11.7. **The Law that applies to these Terms.** These Terms are governed by and shall be interpreted in accordance with the Laws of the Republic of Singapore. Subject to paragraph 11.8, the Member / Partner agrees to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore to resolve any dispute arising out of or in connection with the Agreement.

11.8. **We can choose to refer a dispute to arbitration.** CAG may, at our sole discretion, elect to refer any dispute stated in paragraph 11.7 to arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore, the language of the arbitration shall be English, and the tribunal shall consist of 1 arbitrator to be agreed upon by the Member / Partner and us. If there is no agreement, the arbitrator shall be appointed by the President of the SIAC.