

## **TERMS AND CONDITIONS FOR ADVERTISEMENT**

Last Updated: 16 March 2023

These Terms and Conditions for Advertisement apply in respect of the request by the Advertiser for advertising and/or related services as specified in the Insertion Order.

No express or implied representations or promises given by the Company's representative shall bind the Company unless expressly contained or included in writing in the Insertion Order.

### **1. INSERTION ORDER BINDING ONLY WHEN SIGNED**

1.1. Subject to Clause 4.1 below, a binding agreement between the Advertiser and the Company does not arise unless and until the Insertion Order has been accepted and duly signed by the authorised representatives of the Company and the Advertiser.

### **2. CAPACITY AND LIABILITY OF ADVERTISING AGENCY**

2.1. An Advertising Agency that enters into the Agreement with the Company to book an Advertisement for an advertiser shall be deemed to contract as principal and shall have full responsibility and liability under the Agreement and for all matters relating to or connected with the Agreement, including without limitation payment of the Media Charges and other amounts under the Agreement.

2.2. Where an Advertising Agency enters into the Agreement on behalf of an advertiser, both the Advertising Agency and the advertiser shall be jointly and severally liable under the Agreement, including without limitation, for all Media Charges and other amounts payable in connection with the Advertisement and/or the Agreement.

2.3. The Advertising Agency represents and warrants that it has full authority from the advertiser to give instructions and directions in respect of all matters relating to the Advertisement and/or the Agreement. The Advertising Agency shall provide the Company with written evidence of its appointment as an Advertising Agency on Record ("**AOR**") and/or authorised agent of the advertiser on demand by the Company.

### **3. ADVERTISING AGENCY COMMISSION**

3.1 Where an Advertising Agency which is incorporated in Singapore and accredited by The 4As (an "**Accredited Agency**") enters into the Agreement, the Company shall pay to the Accredited Agency an agency commission ("**Agency Commission**") of fifteen percent (15%) (unless such other percentage or amount is agreed between the Parties in writing) of the Net Media Charges. "Net Media Charges" means the applicable Media Charges less any discount and excluding any applicable taxes. The Company has the right to determine, in its sole discretion, whether to offer any discount and if so the quantum thereof.

3.2 Where an Advertising Agency which is not an Accredited Agency enters into the Agreement, the Company may, in its sole discretion, pay Agency Commission to such Advertising Agency and in the event that the Company decides to pay Agency Commission to such Advertising Agency, the Company shall be entitled to determine, in its sole discretion, the Agency Commission to be paid to such Advertising Agency.

3.3 For the avoidance of doubt, any Agency Commission payable under Clause 3.1 or Clause 3.2 shall only be payable to an Advertising Agency that secures the Agreement on behalf of an advertiser and not to an advertiser which contracts directly with the Company on its own behalf and which is not an Advertising Agency.

3.4 Notwithstanding anything in the Agreement, the Advertising Agency shall only be entitled to be paid any Agency Commission, any applicable early payment rebates ("**EPR**") and any applicable cash rebates/incentives, provided that there are no outstanding sums due from or payable by the Advertiser and/or the Advertising Agency to the Company and the Advertising Agency and the

Advertiser have not committed any breach of the Agreement. If applicable, the EPRs and cash rebates/incentives shall be defined under a written agreement between the Advertiser and the Company. The Company has the right to offset or deduct any Agency Commission, applicable EPR and applicable cash rebates/incentives from or against any sums due or payable to the Company under the Agreement.

- 3.5 No claim shall be made against the Company by any Advertiser and/or Advertising Agency for any commission or compensation under the Agreement if there is or was any breach of the Agreement by the Advertising Agency and/or the Advertiser (including without limitation any breach of payment obligations under the Agreement).
- 3.6 Unless otherwise agreed in writing by the Company, the only commission, compensation or sums due to the Advertising Agency are the commission or compensation payable pursuant to this Clause 3 and/or included in the written agreement referred to in Clause 3.4 above.

#### **4 ACCEPTANCE OF TERMS AND CONDITIONS**

- 4.1 The Advertiser shall be deemed to have accepted these Terms and Conditions for Advertisement (as may be revised or amended from time to time by the Company) and agreed to be bound thereby once an Insertion Order is placed with the Company by the Advertiser or accepted by the Advertiser by conduct.
- 4.2 The Company shall not be bound by any amendments or variations to these Terms and Conditions for Advertisement proposed by the Advertiser or any other terms and conditions of the Advertiser, which have not been expressly agreed to by the Company in writing and included in the Agreement.
- 4.3 The Company reserves the right in its absolute discretion to change the Advertisement Period, areas, positions, locations, routes and display of the Advertisement without prior reference and without liability (save where expressly stipulated otherwise in these Terms and Conditions for Advertisement) to the Advertiser.
- 4.4 In respect of any Advertisement to be displayed on or in buses, trains or taxis, the Company shall use reasonable endeavours to display the Advertisement on the agreed quantity of advertising fleet throughout the Advertisement Period. Notwithstanding the foregoing, the Advertiser agrees and accepts that (a) at least twenty (20%) of the buses, trains and/or taxis within the agreed advertising fleet may not be in operation or in service on the roads or tracks (as the case may be) daily and/or for any period in a day due to (i) damage caused by any accident or otherwise; (ii) repairs; and/or (iii) any other reason; (b) the Company shall not be liable to the Advertiser or any third party for any failure to display the Advertisement during the Advertisement Period (or part thereof) as a result of any buses, trains and/or taxis not being in operation or in service; and (c) the Advertiser shall have no claim or remedy against the Company nor shall there be any reduction in the Media Charges payable by the Advertiser to the Company for the periods when the buses, trains and/or taxis are not in operation or in service. In the event of any failure to display the Advertisement during the Advertisement Period (or part thereof) as a result of any buses, trains and/or taxis not being in operation or in service, the Company, may (but shall not be obliged to), in its sole and absolute discretion, provide the Advertiser with advertising services on such Advertising Medium and for such period as the Company may determine in its sole and absolute discretion.
- 4.5 In respect of Advertising Mediums that are billboards, media panels and the like, the Company shall use reasonable endeavours to display the Advertisement during the Advertisement Period at the agreed position (the "**Agreed Position**"). Notwithstanding the foregoing, when directed by any relevant authority and/or the owner or landlord of the relevant building(s), the Company shall be entitled to change the position (the "**Changed Position**") of the display of the Advertisement and/or the Commencement Date without prior notice and without liability to the Advertiser. Notwithstanding anything in the Agreement, where the Disruption Period (as defined below) is not more than 20% of the Advertisement Period, the Advertiser shall have no claim or remedy against the Company nor shall there be any reduction in the Media Charges payable by the Advertiser to the Company in relation to the Disruption (as defined below).

Where the Disruption Period is more than 20% of the Advertisement Period, the Advertiser shall have no claim or remedy against the Company nor shall there be any reduction in the Media Charges payable by the Advertiser to the Company in relation to the Disruption, save that the Company may, in its sole and absolute discretion, and as the Advertiser's sole and exclusive remedy in relation to the Disruption, provide advertising services on such Advertising Medium and for such period as the Company may determine in its sole and absolute discretion. "Disruption Period" in relation to Advertising Mediums that are billboards, media panels and the like, means the number of calendar days where the Advertisement is neither displayed at the Agreed Position nor at the Changed Position. "Disruption" means the Advertisement is neither displayed at the Agreed Position nor at the Changed Position.

4.6 In respect of any Advertisement on Digital Platforms, the Advertiser acknowledges and agrees that:

- a) the Company shall have the right at any time and without prior notice and without liability to the Advertiser, to stop, suspend or disrupt the Advertisement displayed, published, played or broadcast on any Digital Platform (whether the Advertisement is playing midway or otherwise);
- b) to the fullest extent permitted by law, the Company does not warrant or guarantee the smooth running and display of any Advertisement on any Digital Platform and/or that the display, publication, playing or broadcast of any Advertisement on any Digital Platform will be free of error or omission;
- c) subject to Clause 4.6(d), the Company will use reasonable endeavours to rectify any disruption of any display, publication, playing or broadcast of an Advertisement on a Digital Platform within two (2) hours of being notified of such disruption (if the disruption is a minor disruption) and within twenty-four (24) hours of being notified of such disruption (if the disruption is a major disruption). Whether a disruption is a major or minor disruption shall be determined by the Company in its sole and absolute discretion; and
- d) notwithstanding anything in the Agreement, where the Disruption Period (as defined below) is not more than 20% of the Advertisement Period, the Advertiser shall have no claim or remedy against the Company nor shall there be any reduction in the Media Charges payable by the Advertiser to the Company in relation to the Disruption (as defined below). Where the Disruption Period is more than 20% of the Advertisement Period, the Advertiser shall have no claim or remedy against the Company nor shall there be any reduction in the Media Charges payable by the Advertiser to the Company in relation to the Disruption, save that the Company may, in its sole and absolute discretion, and as the Advertiser's sole and exclusive remedy in relation to the Disruption, provide advertising services on such Advertising Medium and for such period as the Company may determine in its sole and absolute discretion. "Disruption Period" in relation to any Advertisement on a Digital Platform, means the number of calendar days where the Advertisement is completely unavailable on the Digital Platform. "Disruption" means the Advertisement is completely unavailable on the Digital Platform.

4.7 The Advertiser acknowledges and agrees that the advertising services and all content, information, materials, services and functions in relation thereto provided by the Company are provided "as is" and "as available". To the fullest extent permitted by law, no warranty of any kind, implied, express or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from virus, is given by the Company in connection with the Agreement.

## **5 ADVERTISING MATERIALS**

5.1 All production and installation of the FA shall be undertaken by the Company at the Advertiser's cost, unless otherwise agreed between the Parties in writing.

5.2 The Advertiser to Provide FA. Unless otherwise expressly agreed in writing between the Parties, the Advertiser must provide to the Company the FA of such type, size and specifications as is

suitable for display, publication or broadcast on the Advertising Medium as required by the Company. The Advertiser must arrange for the FA to be delivered to such address as the Company may direct at least fifteen (15) Working Days prior to the Commencement Date. Time of delivery of the FA to the Company shall be of the essence.

- 5.3 Production of FA by the Company. The Advertiser must provide the Company with all artwork required by the Company at such address as the Company may direct within the time stipulated by the Company to enable the Company to have the FA produced and approved by the Advertiser. Unless otherwise expressly agreed in writing between the Parties, the costs incurred by the Company in connection with the production of the FA shall be borne by the Advertiser.
- 5.4 Changes of FA. Unless otherwise expressly provided in the Special Conditions, no replacement of FA or Advertisement will be made during the Advertisement Period. Where replacements have been provided for, additional charges at such rates as may be specified by the Company from time to time shall apply and the Advertiser shall pay such charges to the Company. In addition, the Advertiser shall compensate the Company at a rate of SGD800.00 (plus GST) per single deck bus per day, SGD1,600.00 (plus GST) per double deck bus per day and SGD60.00 (plus GST) per taxi per hour for the period when the affected bus(es) and/or taxi(s) are not in operation as a result of the installation of replacements. The Advertiser must also provide the Company with sufficient copies of the FA to allow for any replacements. The Company shall use reasonable efforts to install the FA on the agreed Advertising Medium within a reasonable period of time, provided that the Company shall not be responsible for any delay or failure as a result of any Force Majeure Event.
- 5.5 Maintenance of Display during the Advertisement Period. Subject to the other provisions of the Agreement, the Company shall maintain the displayed Advertisements during the Advertisement Period, provided that in the event a replacement is required due to any reason other than wear and tear, including without limitation, vandalism or accident, the Company reserves the right to require the Advertiser to pay for the production costs (including without limitation installation costs) of the replacement.

## 6 RATES AND INVOICES

- 6.1 The Company may issue invoices to the Advertiser at any time on or after the date of the Agreement.
- 6.2 In respect of all Advertisements (other than Advertisements on or in taxis and Advertisements on Digital Platforms):
- a) The Media Charge (excluding the cost of installation and production of FA and other like costs and expenses) will be charged and invoiced to the Advertiser in equal instalments on a four (4) weekly basis; and
  - b) The cost of installation and production of FA and other like costs and expenses shall be separately charged and will be invoiced by the Company to the Advertiser immediately after the Coloured Proof is approved by the Advertiser in writing, which approval shall not be unreasonably withheld.
- 6.3 In respect of Advertisements on or in taxis:
- a) The Media Charge (excluding the cost of installation and production of FA and other like costs and expenses) will be charged and invoiced to the Advertiser on a four (4) weekly basis (each a "**Billing Period**"). The Media Charge payable for each Billing Period shall be based on the Completed Proportion. "Completed Proportion" means the proportion of taxis for which installation of the FA is completed during the Billing Period compared to the total number of taxis for which the FA is to be installed pursuant to the relevant Insertion Order. By way of example, if an Insertion Order is for advertising on 100 taxis and installation of the FA is completed for 30 taxis during a Billing Period, the Media Charge payable for that Billing Period will be 30% of the total Media Charge (excluding the cost of installation and production of FA and other like costs and expense); and

- b) The cost of installation and production of FA and other like costs and expenses shall be separately charged and will be invoiced by the Company to the Advertiser immediately after the Coloured Proof is approved by the Advertiser in writing, which approval shall not be unreasonably withheld.

6.4 In respect of Advertisements on Digital Platforms:

- a) The Media Charge (excluding the loading fee, cost of production of video/clips and other like costs and expenses) will be charged and invoiced to the Advertiser in equal instalments on a four (4) weekly basis; and
- b) The loading fee, cost of production of video/clips and other like costs and expenses shall be separately charged and will be invoiced by the Company to the Advertiser immediately after the video/clips is approved by the Advertiser in writing, which approval shall not be unreasonably withheld.

6.5 The Media Charge rates for specific advertisement packages for Ambient Advertisements, taxis, buses, trains, train stations, bus interchanges and Digital Platforms are inclusive of installation, production costs, loading fee and other like costs and expenses if so agreed in writing by the Company. The Advertiser will be invoiced in equal instalments, on a four-weekly basis.

6.6 Should the Advertiser agree to place Advertisements on auxiliary positions, not included as part of the Advertisements or advertisement packages referred to in Clauses 6.2, 6.3, 6.4 and/or 6.5, such as but not limited to taxi interiors (including the head rest, back seat and other interior surfaces), taxi exteriors (including the windows and bumper), buses (including placing back seat posters, window stickers, interior panels, and on the bus captain's cabin door), billboards, Digital Platforms filler advertisement, such charges will be billed separately to Advertiser upon completion of the production of the Advertisements or loading of the Advertisement file to the Digital Platforms.

## 7 PAYMENT TERMS

- 7.1 The Advertiser acknowledges and agrees to comply with the prevailing credit policy and payment terms of the Company, as stated in the Agreement (and as may be changed, revised or modified from time to time at the discretion of the Company without reference to the Advertiser).
- 7.2 If the Advertiser fails to make payment on the due date specified in the Company's invoice, the Advertiser shall pay to the Company interest on the outstanding balance at a rate of two percent (2%) per month from the due date until the date of payment (whether before or after judgment). Additionally, the Company has the right to take down or remove the Advertisement at its sole discretion without notice and without liability to the Advertiser
- 7.3 In the event that the Advertiser commits any breach of the Agreement or any other instrument, contract or agreement between the Advertiser and the Company, (i) the Company shall be entitled, in its sole discretion, to immediately terminate or suspend the Agreement or any part thereof by giving written notice to the Advertiser and without incurring any liability whatsoever to the Advertiser; and (ii) the full Contract Sum (whether or not already due) and any other sums which are payable or may become payable in the future by the Advertiser to the Company under the Agreement shall become immediately due and payable by the Advertiser to the Company.
- 7.4 In the event that an Agreement is entered between the Company and an Advertising Agency and if any obligation or liability of the Advertising Agency arising under such Agreement is not discharged when due, then without prejudice to the rights that it has against the Advertising Agency, the Company reserves the right to notify the Advertiser of and present the claim directly against the Advertiser (whether or not the Company has made a formal demand against the Advertising Agency). Notwithstanding any term to the contrary in the Agreement, the Advertising Agency shall procure the Advertiser to pay the Company directly should the Advertising Agency default in any of its obligations or liability to the Company under the Agreement.

- 7.5 Without prejudice to any other rights herein, the Company shall be entitled to be indemnified against any costs, expenses, fees, losses, claims, liabilities or damage it suffers or incurs, arising out of or connected with the termination or suspension of this Agreement for failure to make payments due and owing hereunder within the agreed period of time.

## **8 SECURITY DEPOSIT AND BANKER'S GUARANTEE**

- 8.1 The Company may, in its sole discretion, require the Advertiser to provide a deposit by way of, at the Company's option, either a banker's guarantee or cash deposit and for an amount to be determined at the sole discretion of the Company (the "**Security Deposit**"). The Security Deposit shall be security for the due observance and performance by the Advertiser of all terms, conditions, stipulations, obligations and agreements on the part of the Advertiser contained in the Agreement. The Company shall, prior to the Commencement Date, notify the Advertiser in writing of the form and quantum of such Security Deposit. No interest shall accrue on any cash deposit provided hereunder.
- 8.2 The Company may at any time during the term of the Agreement and by giving written notice to the Advertiser, increase, alter, modify or vary the amount of the Security Deposit, without assigning any reasons whatsoever. The Advertiser shall within seven (7) days from the date of such notice, comply with the notice.
- 8.3 In the case of a banker's guarantee, the guarantee must be issued by a bank with full banking licence in Singapore and acceptable to the Company, which guarantee is to be in the form provided by the Company and maintained for the duration of the term of the Agreement and for a period not less than 3 months after the expiry of the Agreement.
- 8.4 In addition and without prejudice to the rights of the Company at law, in equity and/or under the Agreement, the Company shall in its absolute discretion be entitled to set off all and any outstanding sums due and owing under the Agreement by the Advertiser against the Security Deposit.
- 8.5 If the Advertiser shall at any time fail to observe or perform any of the terms, conditions, stipulations, obligations and agreements of the Agreement, the Company may, at its option, appropriate, deduct and/or apply all or any part of the Security Deposit to compensate the Company for its loss or damage or provide for any contingent liabilities incurred by the Company due to the breach of any of the terms, conditions, stipulations, obligations and agreements on the part of the Advertiser to be performed and/or observed. Any appropriation, deduction or application by the Company of the Security Deposit pursuant to this Clause 8.5 shall not be deemed a waiver by the Company of any non-payment or non-performance on the part of the Advertiser and shall not preclude the Company from exercising any of its other rights and remedies hereunder.
- 8.6 In the event that the Company exercises its right of set off, appropriation, deduction or application under Clause 8.4 or Clause 8.5 against the Security Deposit, the Advertiser shall, within seven (7) days after the date of the Company's written demand, pay a sufficient amount (inclusive of GST) in cash or obtain a banker's guarantee (as the case may be) to restore the Security Deposit to its original amount.
- 8.7 So long as the Advertiser shall duly observe and perform the Advertiser's terms, conditions, stipulations, obligations and agreements contained in the Agreement, the Company shall after the expiry or sooner determination of the term of the Agreement, but not earlier than three (3) months from the expiry or sooner determination of the term of the Agreement, return to the Advertiser the banker's guarantee or cash deposit, less all costs and expenses properly payable by the Advertiser under or pursuant to the Agreement and all deductions which the Company shall be entitled to make under or pursuant to the Agreement, provided that the Company shall not be required to return to the Advertiser the banker's guarantee or cash deposit prior to the expiry of the claims period mentioned in the banker's guarantee or as agreed under the terms of the Agreement (as the case may be).

## **9 UPFRONT PAYMENT**

9.1 Notwithstanding anything to the contrary in the Agreement (including without limitation Clauses 6 and 7 of these Terms and Conditions for Advertisement), the Company may in its sole and absolute discretion, request for upfront payment of the Contract Sum or any part thereof as may be informed in writing to the Advertiser, at any time prior to the Commencement Date, and the Advertiser shall be responsible for ensuring that the Company receives the same at least fourteen (14) days prior to the Commencement Date, failing which the Company (i) shall not be obliged to put up the Advertisement on the Commencement Date; and (ii) may, in the Company's sole discretion, remove any existing Advertisement of the Advertiser, in each case ((i) to (ii)) without notice and without liability to the Advertiser. For the avoidance of doubt, in cases where the Contract Sum consists of or includes any installation or production cost of stickers/posters or any FA and/or cost of remastering / reformatting any video, the Company may require full payment of such costs as part of the upfront payment.

## **10 ADVERTISER'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

10.1 The Advertiser represents, warrants and undertakes that:

- a) It has obtained all necessary licences, consents, permissions and approvals from all relevant authorities and persons (including without limitation all proprietors and licensors of any relevant Intellectual Property) to use, publish, display and/or broadcast any Advertisement in accordance with the Agreement;
- b) It shall comply with all laws, regulations, rules and by-laws applicable to it and the Advertisement;
- c) the display and/or publication of any Advertisement, and the contents thereof, shall not constitute a breach of or infringement of any law, regulation, order, rule or requirement of any government or statutory authority, or public or private right, including without limitation any Intellectual Property or any other right of a third party;
- d) the display and/or publication of any Advertisement, and the contents thereof, shall comply with the requirements of any relevant code of conduct or guidelines, including without limitation, the Singapore Code of Advertising Practice and the Code of Practice for Advertisements issued by the Land Transport Authority. The Advertiser must on request by the Company provide written evidence of compliance or approval under any relevant law, regulation, order, rule, requirement, code or guideline; and
- e) any Advertisement and the contents thereof shall not be offensive, threatening, abusive, libellous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent or sexually explicit or contain any material that encourages and/or facilitates conduct that would constitute any criminal offence or give rise to civil liability.

## **11 RIGHT OF THE COMPANY TO REFUSE OR RELOCATE ADVERTISEMENT**

11.1 The Company may, in its absolute discretion, whether due to a breach of Clause 10 by the Advertiser or for any other reason whatsoever, refuse to accept any Advertisement or, if installed, may remove such Advertisement or relocate such Advertisement to an alternative location.

11.2 Should any Advertisement be refused, removed or relocated pursuant to Clause 11.1, the Advertiser will not be entitled to any refund or reduction of any Media Charges and shall release and discharge the Company from all liability, now or in the future, arising from or in connection with the refusal, removal or relocation of the Advertisement.

11.3 Nothing in this Clause 11 or in the Agreement will affect the obligation of the Advertiser to pay the Media Charges for the full Advertisement Period.

## 12 THE COMPANY NOT LIABLE FOR ANY DELAY

- 12.1 The Company shall not be liable or responsible for any loss or damage suffered by the Advertiser arising out of or in connection with any delay or interruption in the production or approval of the FA or the Advertisement or installation of the Advertisement which arises out of or in connection with any Force Majeure Event.
- 12.2 If any such delay or interruption referred to in Clause 12.1 arises:
- a) the Advertiser shall remain liable to pay the Media Charges and other sums payable under the Agreement for the full Advertisement Period; and
  - b) if the delay or interruption is in connection with the installation or replacement of the FA or the Advertisement, the Company will use reasonable endeavours to ensure that the Advertisement is installed as close as possible to the Commencement Date.

## 13 LIMITATION OF LIABILITY AND INDEMNITY

- 13.1 Notwithstanding anything to the contrary in the Agreement, the Company's maximum aggregate liability under or in connection with the Agreement, whether under tort, contract or any other cause of action, shall be SGD500.00.
- 13.2 If at any time during the Advertisement Period, any authority or third party shall withdraw or refuse to renew any licence, approval, permission or consent previously given and that is required for the lawful display of the Advertisement, or shall require the Company to remove any Advertisement, the Company shall have the right, at its option, to (i) terminate the Agreement forthwith in respect of the Advertisement that is so affected by giving written notice to the Advertiser; or (ii) put up the Advertisement on the same or different type of Advertising Medium for such period as the Company may determine in its sole discretion. In the event of termination under this Clause 13.2, neither Party shall have any claims against the other, without prejudice to any claims of the Company in respect of outstanding Media Charges and other amounts payable to the Company pursuant to the Agreement.
- 13.3 The Advertiser shall fully indemnify the Company, its affiliates and the Company's and its affiliates' respective employees, officers and agents (collectively, the "**Indemnified Parties**") and hold them harmless from and against any and all demands, claims (including without limitation third party claims), actions, proceedings, losses, liabilities, damages, fines, penalties, costs (including without limitation legal and other consultants' costs on a full indemnity basis) and expenses (collectively, the "**Losses**") suffered or incurred by any of the Indemnified Parties arising out of or in connection with (i) any use, installation, display, publication, playing or broadcast of any Advertisement, including without limitation any claim or suit for infringement or alleged infringement of any Intellectual Property resulting from or arising in connection with the use, installation, display, publication, playing or broadcast of any Advertisement or FA; (ii) any breach of the Agreement by the Advertiser; (iii) any loss or damage caused to any property or premises due to the installation or removal of any Advertisements (including without limitation any replacement Advertisements); (iv) any breach or non-compliance of any applicable laws, regulations, rules, by-laws, codes and/or guidelines relating to any Advertisement or the contents thereof; and/or (v) any termination or suspension of the Agreement in accordance with the terms thereof.
- 13.4 Notwithstanding anything to the contrary in the Agreement, under no circumstances shall the Company be liable to the Advertiser or any third party under or in connection with the Agreement, whether under tort, contract or any other cause of action, for any consequential, incidental, indirect, punitive or special damages, loss of profits, loss of data, loss of revenue and/or loss of business opportunity, even if the Company is or was aware of the possibility of such loss or damage.
- 13.5 The Company shall not be liable or in any way responsible to the Advertiser nor shall the Advertiser have any claim against the Company in respect of any damage or loss including but not limited to disruption or loss of business or access, inconvenience, costs and expenses arising



out of any works carried out in, on or in the vicinity of the bus depots or interchanges or train stations, including works carried out by any third party, which impacts (including but not limited to the obstruction or destruction of) the Advertisement or the display of Advertisement.

#### **14 TERM OF AGREEMENT AND RENEWAL**

- 14.1 The Agreement shall take effect on the date of the relevant Insertion Order and shall be valid until the Expiry Date, unless earlier terminated in accordance with the provisions of the Agreement. There shall be no automatic renewal of the Agreement and any renewal must be agreed in writing between the Parties. Any request by the Advertiser to renew the Insertion Order must be made in writing to the Company at least four (4) weeks before the Expiry Date. The agreement for the renewed term shall be based on the Terms and Conditions for Advertisement and Media Charge and other rates applicable at the time of renewal.

#### **15 BONUS**

- 15.1 The Company may, in its sole discretion, grant a bonus to the Advertiser in the form of additional space or time. The Company has the discretion to alter or revoke the bonus at any time without prior notice and without liability to the Advertiser. Any bonus granted is limited to the period specified by the Company in writing and shall not apply beyond such period.
- 15.2 Notwithstanding anything to the contrary in the Agreement, the Company shall not be responsible to the Advertiser or any third party for any loss, damage or wear and tear to any Advertisement during the bonus period.

#### **16 CHANGE OF COMMENCEMENT DATE**

- 16.1 In the event the Advertiser wishes to make any change to the Commencement Date of the Advertisement Period for either buses or taxis, the Advertiser may so request by giving the Company at least four (4) weeks prior notice in writing of such change, subject to a maximum postponement period of twelve (12) weeks from the original Commencement Date (the "**Grace Period**"). For the avoidance of doubt, the Expiry Date will be postponed for the same period as the Commencement Date.
- 16.2 In the event the Advertiser fails to commence the Advertisement within the Grace Period specified in Clause 16.1 for buses or taxis, the Advertisement Period shall be deemed to have commenced on the last day of the Grace Period, and the Company shall, without prejudice to any other rights and/or remedies of the Company, be entitled to charge the Advertiser for the Advertisement Period in accordance with the provisions of the Agreement as though the Commencement Date is the last day of the Grace Period and the Expiry Date is postponed accordingly.
- 16.3 In the event the Advertiser wishes to make any change to the Commencement Date of the Advertisement Period for an Advertisement other than on taxis or buses, the Advertiser may so request in writing subject to the application of the following liquidated damages:

Where notice of postponement of the Commencement Date is given:

- a) At least 12 weeks before the Commencement Date, the Advertiser shall pay the Company 20% of the Contract Sum;
- b) Less than 12 weeks but at least 8 weeks before the Commencement Date, the Advertiser shall pay the Company 40% of the Contract Sum;
- c) Less than 8 weeks but at least 6 weeks before the Commencement Date, the Advertiser shall pay the Company 60% of the Contract Sum;
- d) Less than 6 weeks but at least 4 weeks before the Commencement Date, the Advertiser shall pay the Company 80% of the Contract Sum;
- e) Less than 4 weeks before the Commencement Date, the Advertiser shall pay the

Company 100% of the Contract Sum.

The aforesaid liquidated damages shall be payable by the Advertiser immediately on demand by the Company.

- 16.4 Any request for a change to the Commencement Date under Clause 16.1 or Clause 16.3 shall be subject to the Company's written approval (which may be withheld in its sole and absolute discretion).

## **17 REDEVELOPMENT ETC OF TRAIN STATION AND/OR BUS INTERCHANGE**

- 17.1 In the event that any train station and/or bus interchange, or any part thereof, is or is to be redeveloped, renovated, retrofitted and/or upgraded and the Advertisement is or is intended to be displayed at such train station or bus interchange (as the case may be), the Company, may in its absolute discretion and without prior notice and without liability to the Advertiser, relocate the Advertisement to another part of the train station or bus interchange (as the case may be) and/or delay the display of the Advertisement for such a period as the Company deems necessary. There shall be no compensation payable by the Company to the Advertiser or reduction in the Media Charges payable by the Advertiser to the Company on account of any action taken by the Company pursuant to this Clause.

## **18 GRANT OF LICENCE**

- 18.1 By entering into the Agreement, the Advertiser hereby grants to the Company a perpetual, worldwide, irrevocable, transferable, sub-licensable and royalty-free licence to use, display, reproduce, publish, distribute, transmit and format the Advertisement and the contents thereof and images, impressions and models of the Advertisement in any form and for any purpose and which may be made available to the public without prior reference to the Advertiser.

## **19 TERMINATION, CANCELLATION OR SUSPENSION**

- 19.1 The Insertion Order, once signed and submitted to the Company by the Advertiser, is irrevocable and non-cancellable by the Advertiser.
- 19.2 The Company may, at any time by written notice to the Advertiser, terminate the Agreement immediately and/or discontinue the display, publication, playing or broadcast of an existing Advertisement immediately if:
- a) in the Company's opinion, the Advertisement is objectionable, inappropriate, likely to cause offence, unsuitable for any reason or breaches any provision of the Agreement;
  - b) the Advertisement is damaged or defaced through no fault of the Company;
  - c) the Company is required by any competent authority to discontinue and/or remove the Advertisement;
  - d) the Advertiser commits a breach of the Agreement, and in the case of a breach capable of remedy, fails to remedy the breach within seven (7) days of a written notice from the Company specifying the breach; or
  - e) an Insolvency Event occurs in respect of the Advertiser.
- 19.3 Any termination or expiry of the Agreement shall not affect any accrued rights, obligations and liabilities of either Party as at the date of termination or expiry, and also shall not affect the coming into force or the continuance in force of any provision of the Agreement which is expressly (including Clauses 13 and 23) or by implication intended to come into or continue in force on or after termination or expiry of the Agreement.
- 19.4 In the event of termination of the Agreement pursuant to this Clause 19, the Company shall be entitled to payment of a sum, not exceeding the total Contract Sum, determined by the Company

to be a reasonable amount to compensate the Company for the termination of the Agreement and other losses, damages, costs and expenses incurred by the Company arising out of or in connection with the early termination.

## **20 FORCE MAJEURE**

20.1 The Company shall not be liable for any failure or delay in performing any of its obligations under the Agreement as a result of a Force Majeure Event. In the event that the Force Majeure Event subsists for a period of more than sixty (60) days (whether consecutive or otherwise), the Company shall be entitled to terminate the Agreement immediately by giving written notice to the Advertiser. Neither Party shall have any claim against the other Party in connection with such termination, save that the Company shall be entitled to all outstanding Media Charges and other sums payable under the Agreement for the period up to the effective date of termination and Clause 19.3 shall apply.

## **21 COMPANY'S RIGHT TO REVISE MEDIA CHARGES**

21.1 The Company reserves the right to revise the Media Charges at any time during the term of the Agreement without prior notice and the Advertiser shall be bound by such revised Media Charges.

## **22 COMPANY'S RIGHT OF SET-OFF**

22.1 All damages, costs, charges, expenses, debts, sums and other amounts owing (contingently or otherwise) to or incurred by the Company arising out of or attributable to the Agreement may be deducted or set-off by the Company from monies due or which may become due to the Advertiser under the Agreement.

## **23 CONFIDENTIAL INFORMATION**

23.1 Each Party shall keep confidential and shall not disclose (i) the existence and contents of the Agreement; and (ii) any information and documents of a confidential, sensitive or proprietary nature that are provided to it by or on behalf of the other Party in connection with or pursuant to the Agreement (collectively, the "**Confidential Information**"), except to the extent that:

- a) such disclosure is required for the purpose of performance of the Agreement;
- b) the prior written consent of the other Party has been obtained;
- c) such disclosure is to the first-mentioned Party's affiliates on a "need-to-know" basis;
- d) such disclosure is required by any applicable law or regulation or the rules, codes, provisions, requirements or requests of any competent governmental or statutory authority or regulatory, administrative or supervisory body, or any court; or
- e) the Confidential Information is already or otherwise becomes publicly known though no breach of this Clause 23.

## **24 PERSONAL DATA PROTECTION ACT (PDPA) AND CUSTOMERS' DATA**

24.1 The Advertiser agrees that the Company may collect, use, and/or disclose Personal Data provided by or on behalf of the Advertiser (i) for the purposes of the Agreement and/or (ii) in accordance with the Company's Personal Data Protection Policy, available at <https://www.comfortdelgro.com/web/guest/personal-data-protection>.

24.2 If the Advertiser provides any third party data or any Personal Data to the Company, the Advertiser represents and warrants that it has obtained all necessary consents of such third party or the individual to whom the Personal Data relates (as the case may be) for the collection, use and disclosure of such Personal Data in accordance with Clause 24.1 and such consent has not been revoked.

24.3 The Advertiser shall fully indemnify and hold harmless the Indemnified Parties from and against any and all Losses arising out of, or relating to, any actual or alleged breach by the Advertiser of this Clause 24 or the PDPA.

## **25 SEVERABILITY**

25.1 If any provision of the Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Agreement without affecting the legality, validity and enforceability of the remaining part of that provision or of other provisions.

## **26 GOVERNING LAW AND JURISDICTION**

26.1 The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

## **27 AMENDMENTS AND VARIATIONS**

27.1 The Agreement may be amended or varied at any time by the Company by giving notice to the Advertiser.

## **28 GENERAL**

28.1 The Advertiser shall not assign, novate or transfer the Agreement in whole or in part without the prior written consent of the Company. The Advertiser agrees and accepts that the Company is entitled to assign, transfer or novate any of its rights and obligations under the Agreement in whole or in part to any third party (the "**Transferee**") without requiring the Advertiser's consent. The Advertiser shall, at no additional cost to the Company, execute and do all things reasonably necessary to effect any such assignment, transfer or novation and shall perform its obligations under the Agreement with the Transferee as if it were the original party thereto.

28.2 The Agreement shall form the entire agreement between the Parties in respect of the subject matter thereof, and supersedes all prior communications, agreements, representations and undertakings relating to its subject matter, whether oral or written. Neither Party shall be bound by any representations or promises in respect of the subject matter of the Agreement or otherwise in respect of the Agreement if they are not stated in the Agreement whether written, oral, expressed or implied by common law or custom. Each Party confirms that it has not agreed to or executed the Agreement relying on any representation made by the other Party or on its behalf which is not stated in the Agreement. Neither Party has any right or remedy for misrepresentation (whether negligent or otherwise). Nothing in the Agreement excludes or limits either Party's liability for fraud or fraudulent misrepresentation.

28.3 The clause and paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of the Agreement.

28.4 Each Party acknowledges that in entering into the Agreement, it is not relying upon any representation, warranty, promise or assurance made or given by the other Party, whether or not in writing, at any time prior to the execution of the Agreement that is not expressly set out herein.

28.5 Save for the Indemnified Parties, a person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

28.6 Nothing in the Agreement shall create any agency, joint venture or partnership between the Parties. Neither Party shall represent or hold itself out to be an agent of or associated with the other Party, unless expressly permitted under the Agreement or by the other Party in writing.

28.7 Any failure or delay by either Party in exercising any right, power or privilege conferred on it by the Agreement shall not be deemed to be a waiver or variation of such right, power or privilege or operate to bar the exercise or enforcement thereof at any subsequent time or times. No waiver

of rights, powers, privileges or remedies by either Party shall be effective unless made in writing and signed by an authorized representative of that Party. The rights and remedies provided in the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

## 29 INTERPRETATION

In these Terms and Conditions for Advertisement, the following words and terms have the following meanings unless the context otherwise requires:

- 29.1 "The 4As" means The Association of Accredited Advertising Agents Singapore.
- 29.2 "Advertisement" means the advertisement requested by the Advertiser to be displayed on an Advertising Medium.
- 29.3 "Advertising Medium" means any media, platform, space or object on which the Advertisement is or is to be installed, displayed, published, broadcast, played or affixed to, including but not limited to media panels, Digital Platforms, non-traditional or alternative media, and any media, platform, space or object on which advertisements are not usually expected to be present.
- 29.4 "Advertisement Period" means the period from the Commencement Date to the Expiry Date (both dates inclusive) and includes the period of installation and removal of the Advertisement from the Advertising Medium (if applicable).
- 29.5 "Advertiser" means the person who has entered into an Insertion Order. Where an Advertising Agency executes an Insertion Order on behalf of an advertiser, "Advertiser" shall mean such Advertising Agency and such advertiser, and each of their respective successors in title and permitted assigns.
- 29.6 "Advertising Agency" means any advertising agency, whether specified in an Insertion Order or otherwise, appointed by an advertiser from time to time to act as its advertising agent. The Advertising Agency may enter into an Insertion Order on behalf of an advertiser.
- 29.7 "Agreement" means the Insertion Order, these Terms and Conditions for Advertisement and the terms of any other agreement which applies to the Insertion Order.
- 29.8 "Ambient Advertisement" means any Advertisement which utilises non-traditional or alternative media or which is present on any media, platform, space or object that is not usually expected to have advertising.
- 29.9 "Commencement Date" means the start date of the display of the Advertisement on the Advertising Medium, as specified in the Insertion Order.
- 29.10 "Contract Sum" means the total aggregate value of the Agreement (exclusive of all applicable taxes). For the avoidance of doubt, any deductions made by the Company pursuant to the Agreement or otherwise and/or additional payments made by the Advertiser pursuant to Clause 5.4 of the Agreement shall not go towards computing or otherwise affect the total aggregate value of the Agreement unless otherwise agreed in writing by the Parties.
- 29.11 "Coloured Proof" means the FA produced in a finalised format and medium ready to be immediately printed.
- 29.12 "Company" means the entity issuing the Insertion Order, including its assign and successor in title.
- 29.13 "Digital Platform" means any Advertising Mediums in digital or electronic form, including but not limited to LED video walls, digital screens, laser-focused projection systems, mobile applications, websites and the like.
- 29.14 "Expiry Date" means the final day for the display of the Advertisement on the Advertising Medium, as specified in the Insertion Order.

- 29.15 "Finished Artwork" or "FA" means the completed advertising material (whether in print, video or any other form) to be installed, displayed, published, broadcast or played on or affixed to the Advertising Medium.
- 29.16 "Force Majeure Event" means any strike, industrial dispute, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, act of terrorism, embargo or restraint, extreme weather or traffic conditions, temporary closure of roads, epidemic, pandemic, operational constraints in relation to bus, taxi or train services, closure of train station or bus interchange, safety issue, restricted access to an Advertising Medium, act or omission by a third party owner or licensor of an Advertising Medium, legislation, order or act of any government or governmental agency, failure or delay on the part of the Advertiser to supply the FA or replacement FA, or any cause beyond the reasonable control of the affected Party.
- 29.17 "GST" means Goods and Services Tax as defined under the Goods and Services Tax Act 1993 of Singapore.
- 29.18 "Insertion Order" means the insertion order for advertising and related services in the form prescribed by the Company from time to time, and subject to these Terms and Conditions for Advertisement.
- 29.19 "Insolvency Event" means any one or more of the following:
- a) where the Advertiser is the subject of any resolution or petition for winding-up, bankruptcy or judicial management;
  - b) the Advertiser enters into any composition or arrangement with its creditors;
  - c) a receiver or receiver and manager is appointed over any of the assets or undertaking of the Advertiser;
  - d) the Advertiser is insolvent and/or unable to pay its debts as and when they fall due; or
  - e) the Advertiser ceases or threatens to cease carrying on business.
- 29.20 "Intellectual Property" means any intellectual or industrial property, including without limitation any patent, trade mark, service mark, copyright, registered design, trade secret, right to sue for passing off, confidential information or licence or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 29.21 "Media Charges" means the charges payable by the Advertiser as described in the Insertion Order but excluding any production and installation costs described in the Insertion Order.
- 29.22 "Parties" means the Company and the Advertiser and "Party" means either of them.
- 29.23 "person" means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organisation.
- 29.24 "PDPA" means the Personal Data Protection Act 2012 of Singapore as from time to time modified, re-enacted or consolidated.
- 29.25 "Personal Data" has the meaning given to it in the PDPA.
- 29.26 "Special Conditions" means the terms (if any) set out in the Insertion Order under the heading 'Remarks'.

SBS Transit Ltd. (Registration Number: 199206653M)  
205 Braddell Road, Singapore 579701

29.27 "Working Day" means Monday to Friday from 0800 to 1730 hours and excluding gazetted public holidays in Singapore.