

Customer Agreement

This customer agreement is made on this day, between UOL Retail Management Pte. Ltd. (Company Registration No.: 201821407Z) (the “**Company**”), “**we**”, “**our**” and “**us**”) of 101 Thomson Road, #33-00, United Square, Singapore 307591 and the following individual:

(the “**User**”, “**Customer**”, “**you**” or “**your**”)

You must promptly update us of any change in your personal particulars in the manner prescribed in the terms and conditions (“**Terms**”).

Terms and Conditions

Please read these terms and conditions carefully. The following terms and conditions including the Schedules and Customer Guidelines (defined below) (together, these “**Terms**”) govern your, the User’s (defined below), participation in the Loyalty Programme (defined below) and access to and the use of the App (defined below) and the Online Platform (as defined below) provided by us, the Company (defined below). **By participating in the Loyalty Programme and accessing and/or using the App and/or the Online Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please do not continue to participate in the Loyalty Programme and/or access and/or use the App and/or the Online Platform.**

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| 1. Definitions and interpretation | 1.1 | Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to these Terms. |
| 2. Access to and use of the App, the Online Platform and the Loyalty Programme | 2.1 | You and the Company are the only parties to the Agreement. |

2.2 **Security Credentials:** The App, the password-protected and/or secure areas of the Online Platform and the Loyalty Programme may only be accessed by you with the use of your Security Credentials. The Security Credentials may either be: (i) determined and issued to you by us; or (ii) provided by you and accepted by us in our sole and absolute discretion. We may at any time in our sole and absolute discretion forthwith invalidate the Security Credentials without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such invalidation. You may from time to time be required to change your Password and hereby agree do so when required. You further agree to keep your Security Credentials confidential and shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorised or not) of your Security Credentials. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of your Security Credentials has been compromised or if there has been any unauthorised use of your Security Credentials.

2.3 **U-POPP Membership:** You agree and acknowledge that:

- (a) you shall only obtain and maintain one U-POPP Membership and one set of Security Credentials, as the Company will only recognise one U-POPP Membership per individual;
- (b) the Company may introduce additional tiers of U-POPP Membership and in this regard:
 - (i) your tier of membership may be determined by, *inter alia*, your amount of spending at the Participating Merchants, in accordance with the Customer Guidelines; and
 - (ii) Customers of different tiers may be entitled to receive different rights and privileges, as set out in the Customer Guidelines from time to time;

- (c) the Company is entitled to at any time and at its sole discretion, suspend or terminate your U-POPP Membership entirely; and
- (d) the Company is entitled to at any time and at its sole discretion, introduce, restrict or amend any of the benefits and privileges in connection with your U-POPP Membership.

2.4 **Purported use/access:** You agree and acknowledge that:

- (a) any: (i) access to or use of, or purported access to or use of, the App and/or the Online Platform and/or participation in the Loyalty Programme; and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to your Security Credentials shall, as the case may be, be deemed to be: (A) access to or use of the App and/or the Online Platform and/or participation in the Loyalty Programme by you; and/or (B) information, data, instructions or communications transmitted and validly issued by you; and
- (b) you shall be bound by any: (i) access to or use of, or purported access to or use of, the App, the Online Platform and/or the Loyalty Programme; and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to your Security Credentials, and you agree that we (and our service providers) shall be entitled (but not obliged to) act upon, rely on and/or hold you solely responsible and liable in respect thereof, as if the same were carried out, transmitted or issued by you.

3. Loyalty Programme, the App and the Online Platform

3.1 **General Terms of Use:** You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the U-POPP Membership and participation in the Loyalty Programme and access to and/or use of the App and/or the Online Platform (including the Customer Guidelines), as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the App and/or the Online Platform.

3.2 **Use of the App, the Online Platform and Participation in the Loyalty Programme:** Without prejudice to the generality of Clause 3.1, you acknowledge and agree:

- (a) that you have read, understand and agree to be bound by the Agreement;
- (b) that you are at least 18 years old;
- (c) that the Company's decision on all matters and discrepancies relating to the App, the Online Platform and the Loyalty Programme shall be final and binding;
- (d) that you may earn POPPoints on Eligible Transactions (as set out in the Customer Guidelines) according to the Customer Guidelines by spending at Participating Merchants;
- (e) that your balance of POPPoints may be notified to you through the App, Online Platform or any other method as determined by the Company in its sole discretion;
- (f) that: (i) POPPoints may only be redeemed by obtaining Vouchers, or such other rewards as determined by the Company in its discretion from time to time; and (ii) Vouchers may only be used, in the manner as set out in the Customer Guidelines;

- (g) that POPPoints earned will expire on the Expiry Date as set out in the Customer Guidelines;
- (h) that the Company reserves the right to, at its sole discretion: (i) delay the issuance of POPPoints; and/or (ii) cancel, revoke or otherwise deduct POPPoints that have already been issued to you, including in circumstances where the Company suspects that you have undertaken any of the restricted activities set out in Clause 3.3 below;
- (i) to ensure that any information or data you post on the App and/or the Online Platform in connection with the Loyalty Programme is accurate and agree to take sole responsibility for such information and data; and
- (j) to use the Loyalty Programme only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Loyalty Programme in good faith.

3.3 **Restricted activities:** You agree and undertake NOT to:

- (a) allow any other person to participate in the Loyalty Programme;
- (b) earn or redeem POPPoints for commercial purposes (POPPoints are strictly for your personal use);
- (c) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- (d) use the App, Online Platform and/or Loyalty Programme for illegal purposes;
- (e) attempt to gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to the App or the Online Platform;
- (f) use or upload, in any way: (i) any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the

App's or the Online Platform's data or damage or interfere with the operation of another User's computer or mobile device; or (ii) any Prohibited Materials; and

- (g) use the App, Online Platform and/or Loyalty Programme other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.

3.4 **Availability of the App, the Online Platform and the Loyalty Programme:** We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the App, the Online Platform and/or the Loyalty Programme and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing and/or using any part of the App, the Online Platform and/or the Loyalty Programme.

3.5 **Right, but not obligation, to monitor or control use or content, to report activity or request information:** We reserve the right, but shall not be obliged to:

- (a) monitor, screen or otherwise control any activity, content or material on the App and/or the Online Platform and/or through the participation in the Loyalty Programme. We may in our sole and absolute discretion, investigate any violation of these Terms and may take any action we deem appropriate;
- (b) prevent or restrict access of any User to the App, the Online Platform and/or the Loyalty Programme; and/or
- (c) request any information and data from you in connection with your access to and/or use of the App, the Online Platform and/or the Loyalty Programme at any time and to exercise our right under this Clause 3.5(c) if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

3.6 **Right to collect, use and/or disclose certain data:** In the course of providing the App, the Online Platform and/or the Loyalty Programme, you acknowledge that we and our service providers shall have the right to collect, use and/or disclose your data regarding: (i) information relating to the Eligible Transactions (for example, receipts provided to you by a Participating Merchant as well as the information contained therein); and (ii) your use of or access to the App, the Online Platform and/or the Loyalty Programme, for the purposes of:

- (a) providing, operating, maintaining, improving, marketing or promoting the App, the Online Platform and/or Loyalty Programme; and
- (b) conducting statistical, trade or other form of analysis.

Where any of the abovementioned data includes personal data, Clause 9.1 below shall apply as regards to such personal data.

3.7 **Additional terms:** In addition to the Agreement, the use of specific aspects of the App, the Online and the Loyalty Programme or of more comprehensive or updated versions of the App, the Online Platform and the Loyalty Programme offered by us and our designated sub-contractors or Affiliates, may be subject to additional terms and conditions, which will apply in full force and effect.

4. Fees

4.1 **Fees:** You shall pay to us the fee(s) prescribed in, and in accordance with the Customer Guidelines. All fees are subject to taxes, unless otherwise stated. We reserve the right to amend the fees in relation to the Loyalty Programme at any time without giving any reason or prior notice.

- 4.2 **Promotions for POPPoints:** We may operate promotions for POPPoints through the App and/or the Online Platform, as set out in the Customer Guidelines (collectively “**Promotions**”). You should carefully review the specific rules of each Promotion in which you participate through the App and/or the Online Platform, as they may contain additional terms and conditions and other important information about your participation in such Promotion. To the extent that the terms and conditions of such specific rules conflict with the Agreement, the terms and conditions of such specific rules shall prevail.
- 4.3 **No Refunds:** No part of the fees due to us or any other consideration, charge, deposit or fee paid to us as consideration for the Loyalty Programme or undertakings provided by us under the Agreement, shall be refunded in the event of the expiry or termination of the Agreement for any cause whatsoever.

5. Intellectual property

- 5.1 **Ownership:** The Intellectual Property Rights in and to the content, including but not limited to text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material contained in the App, the Online Platform or the Loyalty Programme (collectively the “**Materials**”) are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce our Intellectual Property Rights to the fullest extent of the law.

5.2 **Restricted use:** No part or parts of any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. Subject to Clause 5.3, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

5.3 **Trademarks:** The Trademarks are registered and unregistered trademarks of us or Third Parties. Nothing on the App, the Online Platform, and in the Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) any Trademarks displayed in respect of the Loyalty Programme, without our written permission or any other applicable trademark owner.

6. Our limitation of responsibility and liability

6.1 **No representations or warranties:** The App, the Online Platform, the Loyalty Programme, and the Materials are provided on an “as is” and “as available” basis. All data and/or information contained in the App and/or the Online Platform and/or the Loyalty Programme are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of Third Party rights, title, merchantability or fitness for a particular purpose, are given in conjunction with the App, the Online Platform, the Loyalty Programme, or the Materials. Without prejudice to the generality of the foregoing, we do not warrant:

- (a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in

the App, the Online Platform, the Loyalty Programme or the Materials;

- (b) that the App, the Online Platform, the Loyalty Programme or that any of the Materials will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;
- (c) that the App, the Online Platform or the Loyalty Programme or the Materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
- (d) the security of any information transmitted by you or to you through the App or the Online Platform, and you accept the risk that any information transmitted or received through the App or the Online Platform may be accessed by unauthorised Third Parties and/or disclosed by us or our officers, employees or agents to Third Parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and e-mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.

6.2 **Exclusion of liability:** The Company Parties shall not be liable to you for any loss, damage, fines or claims (including any direct, indirect, incidental, special, consequential or punitive damages or economic loss or any claims for damage to property, loss of profits or loss of use) whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

- (a) any access, use and/or inability to use the App, the Online Platform, the Loyalty Programme and/or the Materials;
- (b) reliance on any data or information made available through the App and/or the Online Platform. You should not act on such data or information without first independently verifying its contents;

- (c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros;
- (d) any use of or access to any other Third Party website, service, data, application, software, servers or source code linked to or accessed from the App and/or the Online Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same; and
- (e) any goods and/or services that you may obtain in connection with use of the Vouchers. Any dispute arising from or relating to any goods and/or services received in connection with use of the Vouchers shall be settled between you and the Participating Merchant and/or any other merchant/supplier of the goods and/or services.

7. Indemnification

7.1 Without limiting the generality of any provision in the Agreement, the User shall indemnify, defend and hold harmless the Company Parties from and against any and all losses, damages, fines or claims which the Company Parties may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against the Company Parties, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of: (i) any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct of the User; and/or (ii) any breach of or failure or delay in complying with any applicable laws by the User, including any rules, code of conduct and/or guidelines issued by any governmental, administrative or regulatory authority or agency.

8. Hyperlinks, alerts and advertising

8.1 **Hyperlinks:** For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by Third Parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

8.2 **Alerts:** You may receive Alerts from time to time. Each Alert may be notified by e-mail and/or pop-up screen in the App or your browser. We do not guarantee the delivery, timeliness or accuracy of Alerts. We reserve the right to vary any Alert and to terminate the provision of certain content or the promotion advertised in the Alerts at any time without giving any reason or prior notice. We shall not be liable to you or anyone else for losses, damages, fines or claims arising from:

- (a) non-delivery, delayed delivery or wrong delivery of an Alert;
- (b) inaccurate content of an Alert; or
- (c) use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes.

8.3 **Advertising:** We may attach banners, java applets and/or such other materials to the App and/or the Online Platform for the purposes of advertising our (or our Affiliates') products and/or services. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials.

9. Personal Data

9.1 You consent and acknowledge that your personal data may be collected, used and disclosed by the Company and its service providers and agents for the following purposes:

- (a) to provide, operate, maintain, improve, market or promote the App, Online Platform and/or the Loyalty Programme;
- (b) to facilitate redemption activities (for example, to verify your identification and process your redemption);
- (c) to process and respond to your enquiries, feedback, requests, complaints or incident reports;
- (d) to inform you of promotions and updates;
- (e) to generate internal reports such as annual, operational or management reports;
- (f) to conduct statistical, trade or other forms of analysis;
- (g) to improve our services (for example, if you participate in our surveys, we may use your feedback/suggestions to improve the Loyalty Programme);
- (h) for safety and security purposes;
- (i) to resolve any disputes which may arise between the Company and you;
- (j) to comply with applicable laws; and
- (k) any other purpose set out in the Privacy Policy, which may be published and/or amended from time to time without notice. The existing Privacy Policy may be found at: <https://www.uol.com.sg/privacy-policy/>.

9.2 You warrant that where you have disclosed personal data of third parties (e.g. next-of-kin, friends or referees) to the Company and its service providers and agents in connection with the abovementioned purposes, you have:

- (a) informed the relevant person or third party individual that their personal data has been or will be disclosed to the Company;
- (b) informed the relevant person or third party individual that such personal data will be collected, used, stored,

disclosed, transferred or otherwise processed by the Company in the manner as described in these Terms; and

- (c) obtained the consent of the relevant person or third party individual for the foregoing.

9.3 Upon reasonable request from the Company, you agree to provide the Company a copy of document(s) containing such consent or which evidence that the relevant individual has given such consent.

9.4 In addition, the Company may use your personal data to inform you, through voice calls, mail, e-mails, text messages and/or fax messages (as may be applicable depending on the mode of communication you agreed to), of news and offers that the Company thinks may be of interest to you and which relate to the benefits and privileges available to you through the Loyalty Programme. You may inform the Company at any point in time if you do not wish to receive such marketing materials from the Company by e-mailing us in the manner set out in the Privacy Policy (<https://www.uol.com.sg/privacy-policy/>).

10. Termination or suspension of access

10.1 **Termination or suspension of access by us:** In our sole and absolute discretion, we may with immediate effect upon giving you notice:

- (a) terminate the Agreement and your use of the App and/or the Online Platform and/or disable your Security Credentials; or
- (b) bar access to the App and/or the Online Platform (or any part thereof) and your participation in the Loyalty Programme,

for any reason whatsoever, including a breach of any of these Terms or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Loyalty Programme.

10.2 **Termination by you:** You may terminate the Agreement by giving no less than seven days' notice in writing to us.

10.3 **Consequences of termination:** On termination of the Agreement, your participation in the Loyalty Programme shall terminate immediately and all the POPPoints accumulated by you shall be forfeited. For the avoidance of doubt, you shall not be entitled for any compensation in respect of such forfeiture of POPPoints.

11. Notices

11.1 **Notices from us:** All notices or other communications given to you if:

(a) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or

(b) sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left.

11.2 **Notices from you:** You may only give notice to us in writing sent to our designated address, and we shall be deemed to have received such notice only upon receipt. While we endeavour to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed. The designated address for service of notices on us is:

UOL Retail Management Pte. Ltd.

101 Thomson Road

#33-00 United Square

Singapore 307591

11.3 **Other modes:** Notwithstanding Clauses 11.1 and 11.2, we may from time to time designate other acceptable modes of giving notices (including but not limited to e-mail or other forms of electronic communication) and the time or event by which such notice shall be deemed given.

12. General

- 12.1 **Governing Law:** Use of the App and/or the Online Platform and/or participation in the Loyalty Programme, and the Agreement shall be governed by and construed in accordance with Singapore law and you hereby submit to the exclusive jurisdiction of the Singapore courts.
- 12.2 **Amendments:** We may by notice through the App and/or the Online Platform or by such other method of notification as we may designate (which may include notification by way of e-mail), vary any term and condition of the Agreement, such variation to take effect on the date we specify. If you use the App or the Online Platform or participate in the Loyalty Programme after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop accessing or using the App and the Online Platform and stop participating in the Loyalty Programme and terminate the Agreement. Our right to vary the Agreement in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to the Agreement.
- 12.3 **Binding and conclusive:** You acknowledge and agree that any records (including without limitation records of any telephone conversations relating to the Loyalty Programme, if any) maintained by us or our service providers relating to or in connection with the App, the Online Platform and the Loyalty Programme shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

- 12.4 **Sub-contracting and delegation:** We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the App, the Online Platform and/or the Loyalty Programme and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.
- 12.5 **Assignment:** You may not assign your U-POPP Membership or any rights under the Agreement without our prior written consent. We may assign our rights under the Agreement to any Third Party.
- 12.6 **Force Majeure:** We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under the Agreement (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the App's, the Online Platform's and/or the Loyalty Programme's contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.
- 12.7 **Severability:** The invalidity or unenforceability of any of the provisions in this Agreement shall not adversely affect or impair the validity or enforceability of the remaining provisions of this Agreement.
- 12.8 **Waiver:** In the event of a breach of the Agreement by you, our failure to enforce the Agreement shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce the Agreement. We would still be entitled to use our rights and remedies in any other situation where you breach the Agreement.
- 12.9 **Rights of Third Parties:** A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws to enforce any term of the Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 12.9 shall affect the rights of any permitted assignee or transferee of the Agreement.

Schedule 1
Definitions and Interpretation

1. **Definitions.** Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:
- 1.1 **“Agreement”** shall mean the binding contract entered into between you and us which was formed upon confirmation of our acceptance of your application for U-POPP Membership wherein you had agreed to these Terms.
- 1.2 **“Affiliates”** means with respect to an entity, any person directly or indirectly controlled by, controlling or under common control with that entity, where **“control”** means the right to exercise, directly or indirectly, more than fifty per cent. (50%) of the voting rights attributable to the management of that person and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.
- 1.3 **“Alerts”** means specific prompts in respect of certain content or Promotions provided by us.
- 1.4 **“App”** means the software program known as “U-POPP”, which is currently expected to be made available to Customers in March 2019. Whenever the “App” is referred to in the Agreement, such reference shall be deemed to be followed by the words “(if available)”.
- 1.5 **“Customer Guidelines”** means the set of rules which we have developed and set out in www.upopp.com.sg, describing the policies, requirements, procedures, instructions and guidelines relating to the Loyalty Programme (including in particular, how Customers are to earn and redeem POPPoints and what our policies and requirements are), as may be amended by us from time to time.
- 1.6 **“Intellectual Property Rights”** means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

- 1.7 **“Company”, “we”, “our” and “us”** refer to UOL Retail Management Pte. Ltd (Company Registration No: 201821407Z), a corporation incorporated in Singapore and having a registered address at 101 Thomson Road, #33-00, United Square, Singapore 307591.
- 1.8 **“Company Parties”** means the Company and its Affiliates, and their respective officers, directors, employees, agents, independent contractors, successors and assigns.
- 1.9 **“Eligible Transaction”** means a transaction at a Participating Merchant that is valid for the earning of POPPoints, as determined by the Company in the Customer Guidelines from time to time.
- 1.10 **“Expiry Date”** means the date on which the POPPoints expire, as determined by the Company in the Customer Guidelines from time to time.
- 1.11 **“Loyalty Programme”** means the loyalty programme implemented and operated by the Company, where customers of Participating Merchants can earn POPPoints by purchasing products and/or services of such Participating Merchants, and such POPPoints can then be used to redeem Vouchers and other rights and privileges granted by Company from time to time.
- 1.12 **“Materials”** shall have the meaning ascribed to such term in Clause 5.1.
- 1.13 **“Online Platform”** means the web portal found at www.upopp.com.sg.
- 1.14 **“Participating Merchant”** means a merchant who is participating in the Loyalty Programme as indicated in the Customer Guidelines from time to time.
- 1.15 **“Password”** refers to the valid password that you use in conjunction with the Username to access the App and/or the password-protected and/or secure areas of the Online Platform.
- 1.16 **“POPPoints”** means the “U-POPP”-branded loyalty points earned by you in connection with the Loyalty Programme.
- 1.17 **“Privacy Policy”** means the privacy policy / data protection policy of UOL Group Limited, which has been adopted by the Company. The Privacy Policy may be changed from time to time by UOL Group Limited at its discretion without notice. Please refer to the corporate website of UOL Group Limited for the Privacy Policy: <https://www.uol.com.sg/privacy-policy/>.
- 1.18 **“Promotions”** shall have the meaning ascribed to such term in Clause 4.2.
- 1.19 **“Prohibited Material”** means any information, graphics, photographs, data and/or any other material that:
- (a) contains any computer virus or other invasive or damaging code, program or macro;

- (b) infringes any third-party Intellectual Property Rights or any other proprietary rights;
 - (c) is defamatory, libellous or threatening;
 - (d) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law (including without limitation the provisions of the Singapore Broadcasting Authority (Class Licence) Notification 1996); and/or
 - (e) is or may be construed as offensive and/or otherwise objectionable, in our sole opinion.
- 1.20 **“Security Credentials”** means Username, Password, and any other unique login identification credentials issued or prescribed by us to allow Users, to access the App and/or the password-protected and/or secure areas of the Online Platform.
- 1.21 **“Third Party”** means a legal entity, company or person(s) that is not a party to this Agreement.
- 1.22 **“Trademarks”** means the trademarks, service marks, trade names and logos used and displayed on the App and the Online Platform.
- 1.23 **“U-POPP Membership”** means membership in the Loyalty Programme.
- 1.24 **“User”, “you” and “your”** means any party with access to the App and Online Platform and/or who participates in the Loyalty Programme and, in the case of a party which is a natural person, individuals over the age of 18 or otherwise under the supervision of a parent or legal guardian.
- 1.25 **“Username”** refers to the unique login identification name or code which identifies you.
- 1.26 **“Vouchers”** means the e-vouchers, e-tokens, e-coupons, e-stamps and/or any other electronic form or code that are issued to you by the Company in respect of benefits and privileges made available pursuant to and in accordance with these Terms.
- 2. Interpretation**
- 2.1 In this Agreement: (i) whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation”; (ii) reference to Clauses, Paragraphs and Schedules are (unless otherwise stated) to clauses, paragraphs and schedules of this Agreement; (iii) words importing the singular only shall also include the plural and vice versa where the context requires and references to persons include bodies incorporate or unincorporated, including partnerships and their successors and assigns; (iv) unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well as all references to a number of months means calendar months; (v) clause, paragraph and/or

schedule headings are inserted for convenience only and shall not affect the interpretation of this Agreement; (vi) references to a statute, law, by-law, regulation, rule, directive, delegated legislation or order also refers to the same as amended, modified or replaced from time and to any by-law, regulation, rule, directive, delegated legislation or order made thereunder; and (vii) any “frequently asked questions” or “FAQs”

made available to you are merely illustrative and for reference only and shall not affect the interpretation of these Terms.

- 2.2 In the event of any inconsistency between the body of the Agreement and any of the Schedules, the body of the Agreement shall prevail unless otherwise provided.

Customer Guidelines

U-POPP Membership

1. **U-POPP Membership conditions**
 - Customer must be aged 18 years and above at the time of application.
 - Customer activates his/her U-POPP Membership by shopping and spending a minimum of S\$20 on Eligible Transactions in a single receipt at any Participating Merchant and submitting the receipt at the respective Participating Mall's Customer Service Counter, or as otherwise permitted by the Company from time to time.
 - U-POPP Membership is non-transferable.
2. **Fees**
 - U-POPP Membership is free for all Customers.

Participating Merchants

3. **Participating Merchants**
 - The Participating Merchants are each of the merchants located in any of the following malls:
 - KINEX (11 Tanjong Katong Road, Singapore 437157) www.kinex.com.sg;
 - United Square (101 Thomson Road, Singapore 307591) www.unitedsquare.com.sg; and
 - Velocity@Novena Square (238 Thomson Road, Singapore 307683) www.velocitynovena.com,(collectively, the "**Participating Malls**").
 - The following merchants are not be "Participating Merchants":
 - Money exchangers, banks and ATMs;
 - Merchants operating at atrium roadshows and/or as pop-up stores, kiosks or pushcarts.
 - Medical and dental clinics; and
 - Any other merchant which the Company may, from time to time, specify at its own unfettered discretion.

POPPoints Accumulation

4. **Earning POPPoints**
 - **Eligible Transactions:** Transactions with nett purchase value of at least S\$20 (after deduction of any discounts) in a single receipt in-store at any Participating Merchants, save that the following shall not qualify as "Eligible Transactions":
 - Sale of tobacco products;
 - Cash cards and stored value cards top-up transactions;
 - Purchase of gift vouchers;
 - Online purchases and bill payments (including purchases and transactions made via AXS and SAM stations); and
 - Any other product which the Company may, from time to time, specify at its own unfettered discretion.
 - **Rates for earning POPPoints:** Customers may earn POPPoints by making Eligible Transactions at any

Participating Merchants based on the following categories and rates (as may be applicable):

- General (other than enrichment centres or supermarkets): 1 POPPoint for every S\$1 spent at a Participating Merchant; and
- Enrichment Centres & Supermarkets: 1 POPPoint for every S\$5 spent at a Participating Merchant.
- **Conditions to earn POPPoints:** Without prejudice to other provisions in the Agreement, POPPoints may be earned, subject to the following conditions:
 - Customers must submit his/her receipt from the Participating Merchants at the respective Participating Mall's Customer Service Counters by no later than 9.30 pm on the day after the date of issuance of the receipt, via the App by no later than 11.59 pm on the day after the date of issuance of the receipt, or as otherwise permitted by the Company from time to time.
 - POPPoints will only be earned for purchases from the Participating Merchant with a minimum of S\$20 spent on Eligible Transactions in a single receipt.
 - Only dollar amount will be taken into account.
 - POPPoints are awarded per receipt based on the nett purchase value after deduction of discounts at all Participating Merchant.
 - POPPoints are non-transferable (i.e. cannot be transferred or assigned to any person/organisation) and not exchangeable for cash.
 - Any receipts submitted for earning POPPoints must be issued from the Customer's own purchases.
 - Duplicated and handwritten receipts will not be accepted.
 - Customers are only entitled to submit a maximum of 10 receipts (whether at a Customer Service Counter or via the App) in a day.
 - Customers can accumulate up to a maximum of 1,000 POPPoints per day, unless stated otherwise.
 - POPPoints do not entitle you to any other right or interest (vested or otherwise) other than as set out expressly in the Agreement.
 - Where required, Customer shall provide all necessary information as requested by the Company and/or the relevant Participating Merchant for verification purposes.
- **Point Promotion:**
 - Birthday rewards – Customers will earn double POPPoints on the first receipt submitted by the Customer during his / her birthday month.
- A Customer that submits his/her receipt

5. Crediting of POPPoints

- at a Customer Service Counter will have the POPPoints credited instantly into his/her account.
 - via the App, will have the POPPoints credited within seven working days.
- 6. Expiry of POPPoints**
- POPPoints earned in a calendar year will expire on 31st December of the year the POPPoint was earned.
 - Customers will be given an additional 3 months' grace period till 31st March of the following year to redeem their POPPoints.
 - UOL Management may amend the validity period and the grace period of POPPoints from time to time and POPPoints not redeemed by the expiry date shall automatically expire.

Benefits and Privileges

- 7. Vouchers**
- **Redemptions for Vouchers:**
 - Redemption of POPPoints can only be done via the Customer Service Counter or the App.
 - Redemption requests at the Customer Service Counters must be made by the Customer in person.
 - Customers may redeem POPPoints for Vouchers in blocks of 1000 POPPoints and at a rate of 1000 POPPoints for S\$5 worth of Vouchers.
 - Customer may not assign, transfer, commercially exploit, encumber or otherwise deal with, in any manner, any of his / her rights in the U-POPP Membership and/or POPPoints otherwise than as expressly permitted under these Terms.
 - **Use of Vouchers:**
 - General:
 - Save in the case of the use of Vouchers in relation to the carpark:
 - Vouchers can be stacked, there is no limit to the usage of redeemed Vouchers at any one point; and
 - Customers can use the Voucher by scanning the QR code at the participating outlet of a Participating Merchant.
 - Vouchers are transferrable but not exchangeable for cash. Vouchers can be transferred as a gift via the App.
 - In the case where the Vouchers are tendered as part payment for goods and services exceeding the value of the goods and services, the Customer will be required to top up the difference with cash.
 - Use of Vouchers for car park:
 - Customers may have up to two IUs linked to his / her U-POPP Membership. However, there will only be

one active IU at any one point in time. An e-mail will be triggered to the registered e-mail address if there is a change in active IU.

- Customers may utilize their Vouchers to redeem car park rebates for an amount equal to the face value of the Vouchers at any of the Participating Malls.
- Customers may use Vouchers to redeem car park rebates of up to a maximum of S\$5 per exit.

- **Expiry of Vouchers:**

- Vouchers will expire on of 31st December of the year the Voucher was issued and cannot be extended. Once redemption of POPPoints for the Voucher(s) is made, it is non-reversible and non-refundable. Upon expiry, Vouchers will automatically be forfeited without compensation to the Customer.

8. Other privileges

- In addition to accumulation of POPPoints for Vouchers or promotional gifts, a Customer who has activated his/her U-POPP Membership get to enjoy the following:
 - Rewards from the accumulated POPPoints;
 - Exclusive deals from our outlets and partners; and
 - Invitation to members' only events and promotions.

Miscellaneous

9. Customer information

- Customers may update their personal particulars (including the vehicle IU numbers registered with us):
 - by accessing and updating his/her personal particulars on the Online Platform or the App; and/or
 - in person at any Customer Service Counter.
- For changes to a Customer's mobile phone number or date of birth, the Customer will be required to present a proof of change in mobile phone number or his/her photo identity card, as the case may be, at the Customer Service Counter located in any Participating Mall.

10. Customer Service Counters

- The customer service counters for the Participating Malls are located at:
 - KINEX, Level 2;
 - United Square, Level 1;
 - Velocity@Novena Square, Level 1,(collectively, the "**Customer Service Counters**").

11. Account

- Customers can check their POPPoints balance:

- by logging on to:
 - the Online Platform (www.upopp.com.sg); and/or
 - the App; and/or
- at any Customer Service Counter.
- Customers can click on the “Forgot Password” link for an e-mail/SMS to be sent across to the registered e-mail address.
- Customers may seek assistance from any Customer Service Counters or direct further enquiries on the Loyalty Programme to enquiries@upopp.com.sg.

12. Enquiries