

TERMS OF USE
Kris+ Merchant App and Kris+ Partner Portal

The **Kris+ Merchant App**, **Kris+ Partner Portal** and **KrisPay miles** (each term as defined herein) (as well as their subsequent iterations or versions) are part of a loyalty program which has as its objective, the promotion of the purchase of goods or use of services provided by Singapore Airlines Limited or Kris+ Pte. Ltd. (as the case may be).

A. FORMATION OF AGREEMENT

1. The Kris+ Merchant Mobile Application Software (the "**Kris+ Merchant App**") and Kris+ Merchant Partner Portal website ("**Kris+ Partner Portal**", together with the Kris+ Merchant App, the "**Kris+ Merchant Tools**") are operated by Kris+ Pte. Ltd. ("**KRIS+**", "**we**", "**us**" or "**our**").
2. By accessing or using the Kris+ Merchant Tools, you signify your agreement to be bound by these Terms of Use (the "**Terms**"). If this is not your intention and you disagree with any part of these Terms or such other applicable terms and conditions, you should not use the Kris+ Merchant Tools.
3. The provision of access to and usage of the Kris+ Merchant Tools (including any updates to the same) from us to you is conditional on your acceptance and compliance with these Terms.
4. The information contained in the Kris+ Merchant Tools may change without notice. To the fullest extent permitted by law, KRIS+ does not warrant nor represent the accuracy or completeness of the Kris+ Merchant Tools or any of the data or information contained in the Kris+ Merchant Tools, unless any inaccuracy or lack of completeness is the result of our fraud, negligence or wilful misconduct, or that of our employees, officers, agents or contractors.

B. TERMS & CONDITIONS

5. The Kris+ Merchant Tools consists of the following services ("**Services**") provided by KRIS+ to you:
 - a. Kris+ Merchant App, which is a software application that enables merchant partners of KRIS+ to:
 - i. View transaction data in relation to consumer purchases using the Kris+ Customer Mobile App made within the last 31 days;
 - ii. Perform refunds of transactions made using the Kris+ Customer Mobile App within the stipulated window;
 - iii. View privileges and vouchers that have been redeemed by the customer within the last 31 days;
 - iv. View active privileges, deals -and other promotional campaign details; and

- v. Any new feature or functionality that we may update the Kris+ Merchant App with from time to time.
- b. Kris+ Partner Portal, which is a website operated by KRIS+ that enables merchant partners of KRIS+ to:
- i. View the list of existing legal entities, outlets and points-of-sale set up for the merchant;
 - ii. Create and edit new and existing outlets and points-of-sale set up for the merchant;
 - iii. Review all past and current deals and privileges offered on KRIS+ by the merchant;
 - iv. Review transactions in relation to consumer purchases using the Kris+ customer mobile app;
 - v. Perform refunds of transactions made using the Kris+ Customer Mobile App within the stipulated window;
 - vi. Edit validity and status of deals purchased on the Kris+ Customer Mobile App;
 - vii. Review of past billings from KRIS+; and
 - viii. Any new feature or functionality that we may update the Kris+ Partner Portal with from time to time.

ACCESS AND USE

6. You agree to use the Kris+ Merchant Tools in accordance with these Terms and for lawful and proper purposes. Further, you agree **not** to:
- a. Use the Kris+ Merchant App (which includes the progressive web application known as Kris+ Cashier) in any manner inconsistent with these Terms, or act fraudulently or maliciously, or by abusing, harassing, threatening or impersonating any person;
 - b. Transmit any material that is offensive or defamatory in relation to your use of the Kris+ Merchant Tools or any Service;
 - c. Use the Kris+ Merchant Tools or any Service in a way that could damage, disable, or place an unreasonable load on our systems or which interferes with its availability to other users;
 - d. Infringe our intellectual property rights, or the intellectual property rights of any third party, in relation to your use (which, for avoidance of doubt, includes the use by anyone acting on your behalf) of the Kris+ Merchant Tools or any Service;
 - e. Violate the security of any network, including cracking passwords or encryption codes, transferring or storing any illegal material, or otherwise obtaining the password, account or private information from any other user of the Kris+ Merchant Tools;
 - f. Obtain or attempt to obtain unauthorised access, via whatever means, to any of our systems (including that of SIA and/or KRIS+'s affiliates and subsidiaries);
 - g. Disassemble, reverse engineer, decompile or modify any software or application contained in or available on the Kris+ Merchant Tools in whole or in part, or otherwise attempt to obtain or access the source code of the Kris+ Merchant Tools; and/or
 - h. Infringe, or cause us to infringe (to the extent you know, or ought to know your actions will do so), any applicable law, statute, ordinance or regulation.
7. If you are accessing the Kris+ Merchant Tools or any Service via a registered account, you acknowledge and agree that you are solely responsible for maintaining the confidentiality and

security of your account username and password, you will restrict access to your mobile device, and you agree to accept responsibility for all activities that occur under your account, except to the extent that you tell us the security of your account has been compromised.

8. Misuse of Kris+ Merchant Tools may result in suspension of your ability to access and use the Kris+ Merchant Tools. We reserve the right to claim compensation from you for damages reasonably sustained in connection with the misuse of Kris+ Merchant Tools, except to the extent the damages were sustained as a result of our fraud, negligence or wilful misconduct, or that of our employees, officers, agents or contractors.
9. You agree to provide us with any information that is true, accurate and complete as we may reasonably request from time to time for the purposes of providing our Services to you, including opening, operating, maintaining and administering the Kris+ Merchant Tools and as required by applicable laws. You undertake to promptly notify in writing and provide us with information regarding any changes you become aware of in circumstances that may cause any such information provided to become false, inaccurate or incomplete and also undertake to provide any other additional documents, records and information as may be reasonably required by us and/or applicable law. You agree to co-operate with us in full. You permit us to keep records of such information for the purpose of providing our Services to you.
10. Usage of the Kris+ Merchant Tools is available only to approved Kris+ merchant partners and their respective outlets. There is no enrolment fee to utilise the Kris+ Merchant Tools.
11. The usage of the Kris+ Merchant Tools will be available for as long as you are a valid Kris+ merchant partner which has entered into a partnership agreement with us, and such partnership agreement continues to be effective. Upon the termination of such partnership agreement, you agree to promptly uninstall and delete the Kris+ Merchant App from all phones and other devices.

TRANSACTION VERIFICATION VIA KRIS+ MERCHANT TOOLS

12. All payment transactions done via the Kris+ Customer Mobile App, should be verified by partner's cashier using either (1) the Kris+ Merchant App via "Payments" on the home screen of the Kris+ Merchant App- or (2) the "Transactions" tab of the Kris+ Partner Portal.
13. The redemption of Kris+ Privileges and/or Deals by any Kris+ Consumer Mobile App user is to be verified using either (1) the Kris+ Merchant App via "Redemptions" on the home screen of the Kris+ Merchant App, or (2) the "Privilege Redemptions" tab for Privileges and the "Voucher Transactions" tab for Deals of the Kris+ Partner Portal.
14. Only redemptions of at least 10 KrisPay miles may be processed via the Kris+ Merchant App. We may, at our sole discretion, change the minimum number of miles required to make a redemption at a partner and will provide you with at least 30 days' notice of such change.
15. You shall not permit or facilitate the splitting of any payment transaction for goods and services purchased on a single occasion into separate payment transactions or receipts.

LINKS TO THIRD PARTY WEBSITES AND THIRD PARTY CONTENT AND PROMOTIONS

16. This Kris+ Merchant Tools may contain links to other third party websites, products or services which may be posted by advertisers, our affiliates or our partners, which are not maintained by us (“**Third Party Content**”). Similarly, other websites may contain links to the Kris+ Merchant App or purport to make the Kris+ Merchant App available for download. We are not responsible for Third Party Content as such content is not within our control, and we shall not be liable for any loss, damages or injury arising from the access to and use of contents of those third party websites, content, advertisements and promotions, except to the extent caused by our fraud, negligence or wilful misconduct, or that of our employees, officers, agents or contractors. Any links to other websites are provided as a convenience to you as a user of the Kris+ Merchant Tools, and does not imply the endorsement of us of the linked websites or association with their operators.

ADDITIONAL TERMS FOR SPECIFIC THIRD PARTY SERVICES

17. Certain features of the Kris+ Merchant Tools may rely on services provided by third parties. Where you choose to use any feature on of the Kris+ Merchant Tools that relies on a service provided by such third parties:
- For merchants who have entered into a merchant agreement with KRIS+ in Australia only, refer to Airwallex Pty Ltd’s (ABN 37 609 653 312) Acceptable Use Policy at [<https://www.airwallex.com/au/terms/acceptable-use-policy>] and Privacy Policy at [<https://www.airwallex.com/au/terms/privacy-policy#scope-of-policy>].

ACCESS CHARGES AND SYSTEM REQUIREMENTS

18. You should be aware that your network provider may separately charge you both for access to its connection services and for the duration of your mobile phone’s connection while accessing the Kris+ Merchant Tools; and that you alone are responsible for these costs and the costs of any other third party associated with the use of the Kris+ Merchant Tools.

INSTALLATION AND UNINSTALLATION OF KRIS+ MERCHANT APP

19. Subject to clause 11 above, you shall not uninstall the Kris+ Merchant App on the device provided to you by us at any time, save as instructed otherwise by us.
20. Where we have instructed you to install the Kris+ Merchant App on a device not provided by us, you shall uninstall the Kris+ Merchant App from such devices promptly upon it becoming unnecessary to use such devices.

INTELLECTUAL PROPERTY

21. In these Terms, intellectual property rights means rights such as copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).
22. All rights, including intellectual property rights, in and to the Kris+ Merchant Tools and/or the Services (including the names “**Kris+**” and “**KrisPay**”), including but not limited to their design,

text, graphics, applications, software, underlying source code, are owned by us and/or our licensors (as applicable).

23. We and our licensors each reserve all of our respective rights in any intellectual property in connection with these Terms.
24. Nothing in these Terms grants you any legal rights in the Kris+ Merchant Tools and/or the Services provided to you, other than as necessary to enable you to access the Kris+ Merchant Tools. You agree not to adjust or to try to circumvent or delete any notices contained on the Kris+ Merchant Tools (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Kris+ Merchant Tools.
25. Nothing contained on the Kris+ Merchant Tools should be construed as granting any licence or right to use any trade mark without the prior written consent of the owner of the trade mark.
26. No part of the Kris+ Merchant Tools may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without our prior written consent.
27. Where applicable, you must not download or otherwise export or re-export any software or underlying information or material available through the Kris+ Merchant Tools except with our prior written permission and in full compliance with all Singapore and other applicable laws and regulations. In particular, but without limitation, you must not download or otherwise export or re-export any software or underlying information or material available through the Kris+ Merchant Tools unless such downloading occurs in the course of using the Kris+ Merchant Tools in accordance with our written instructions.

PRIVACY POLICY

28. The collection, holding, use, correction, disclosure, or processing of any personal data will be in accordance with the Singapore Airlines Privacy Policy available at http://www.singaporeair.com/en_UK/privacy-policy/.

DISCLAIMER

29. Nothing in these Terms limits any applicable statutory guarantees, including those provided under the *Competition and Consumer Act 2010* (Cth) of Australia (or any successor legislation) or other equivalent legislation that cannot be excluded. To the fullest extent permitted by law, we and any third party who makes its software, content or services available in conjunction with or through the Kris+ Merchant Tools disclaims any responsibility for any harm, loss or damages resulting from your use of the Kris+ Merchant Tools and/or any Services accessed in conjunction with or through the Kris+ Merchant Tools, except to the extent caused by our fraud, negligence or wilful misconduct, or that of our employees, officers, agents or contractors. To the fullest extent permitted by law, the Kris+ Merchant Tools and any third-party software or services made available in conjunction with or through the Kris+ Merchant Tools are provided on an "as is" basis with no warranties. We and such third parties expressly disclaim to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties of partner ability, and non-infringement of proprietary rights. We and any third parties who make their software available in conjunction with or through the Kris+ Merchant Tools disclaim to the fullest extent permitted by law any warranties regarding

availability, security, reliability, timeliness, and performance of the Kris+ Merchant Tools and such third-party software. You further acknowledge and agree that you download and/or use the Kris+ Merchant Tools and all third-party software made available in conjunction with or through the Kris+ Merchant Tools at your own discretion and risk and that you will be solely responsible for any loss or damages to your mobile device system or computer or loss of data that results from the download of use of the Kris+ Merchant Tools and/or all third-party software, content or services available in conjunction with or through the Kris+ Merchant Tools, except to the extent caused by our fraud, negligence or wilful misconduct, or that of our employees, officers, agents or contractors.

30. We are not responsible or liable for any harm, loss or damages caused by hardware issues of the equipment (e.g. scanners, credit card payment terminals) used by any partner in the transaction process, except to the extent caused by our fraud, negligence or wilful misconduct, or that of our employees, officers, agents or contractors.

CONTENT AND AVAILABILITY OF THE KRIS+ MERCHANT TOOLS

31. While we will use our reasonable endeavours to ensure information, opinions, research information, data and/or content contained on the Kris+ Merchant Tools (“**Information**”) is accurate and up-to-date, we do not make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness, fitness for purpose or reliability of such Information (including but not limited to any information which may be provided by any third party or data or content providers) and shall not be bound in any manner by any such Information.
32. We reserve the right at any time to change or discontinue any aspect or feature of the Kris+ Merchant Tools, if deemed necessary at our reasonable discretion. Where the change is materially unfavourable to you, we will provide you with 30 days’ written notice, unless the change is required to comply with any law or necessary for security purposes, in which event we may provide shorter notice as reasonable in the circumstances. If you do not agree with the change, you may choose to stop using the Kris+ Merchant Tools. No information on the Kris+ Merchant Tools shall be construed as advice of any kind, including legal advice and/or trading advice. You rely on the information contained on the Kris+ Merchant Tools at your own risk. If you find an error or omission on the Kris+ Merchant Tools, please let us know.
33. To the extent permitted under applicable law and to the extent not caused by our fraud, negligence or wilful default or that of our employees, officers, agents or contractors, we will not be liable in any way for any harm, loss or damage of any kind incurred in connection with the use of or exposure to any content or Services accessed on the Kris+ Merchant Tools, including but not limited to any errors or omissions, or, any additions, removals, or modifications that we make on the Kris+ Merchant Tools. We make no guarantee that the Kris+ Merchant Tools will always be available or uninterrupted. We will not be liable to you for any loss or damage arising under or in connection with any unavailability or interruption of the Kris+ Merchant Tools, or any delay connected to the use of the Kris+ Merchant Tools, except to the extent caused by our fraud, negligence or wilful misconduct, or that of our employees, officers, agents or contractors. Nothing in this clause limits any remedies available under the Competition and Consumer Act 2010 (Cth) of Australia (or any successor legislation) or equivalent legislation that cannot be excluded.

34. In accordance with these Terms, we may automatically update the Kris+ Merchant Tools from time to time, including for the purposes of addressing security issues, and/or changing the Services to improve performance and enhance functionality. We may also ask you to update the Kris+ Merchant Tools for these reasons. You may not be able to continue using the Kris+ Merchant Tools and/or the Services if you choose not to install such updates.

SAFEGUARDING OF RELEVANT MONEY (FOR MERCHANTS IN SINGAPORE)

35. If you are in Singapore:
- a. Your Relevant Money under your agreement with KRIS+ will be held by KRIS+ on your behalf in a trust account opened with a safeguarding institution, namely, DBS Bank Ltd., a bank which holds a licence under section 79 of the Banking Act 1970 of Singapore (“Safeguarding Institution”).
 - b. Such Relevant Money will be deposited in a trust account together with, and commingled with, the Relevant Money received by KRIS+ from its other customers.
 - c. As your Relevant Money is commingled with those of other customers in the same trust account, there is a risk that you may potentially be exposed to the losses of KRIS+’s other customers.
 - d. Further, in the event that the Safeguarding Institution becomes insolvent, you may not be able to fully recover the Relevant Money held in the trust account. Any shortfall in the Relevant Money may be shared among you and other customers of KRIS+ (and/or the customers of the Safeguarding Institution)
36. “Relevant Money” in clause 35 shall mean money that is received by KRIS+ from, or on account of, a customer (including you) that is received by KRIS+ in respect of KRIS+’s provision of domestic money transfer services, cross-border money transfer services, and merchant acquisition services (as such terms are defined in the Payment Services Act 2019 of Singapore), which KRIS+ continues to hold at the end of each business day, but does not include all of the following:
- a. any money paid to KRIS+ to reduce the amount owed to KRIS+ by the customer;
 - b. any money that is repaid by KRIS+ to the customer;
 - c. any money which is paid to KRIS+, or which KRIS+ has informed the customer will be used, to defray any fee or charge imposed by KRIS+ for providing any payment service to the customer;
 - d. in respect of any “domestic money transfer service” or “merchant acquisition service” provided by KRIS+, any money that is paid to, and received by, a recipient in accordance with the customer’s instructions to KRIS+;
 - e. in respect of any “cross-border money transfer service” provided by KRIS+, any money that is paid to a recipient in accordance with the customer’s instructions to KRIS+, whether or not the recipient has received that money;
 - f. any money paid to any other person that is entitled to the money.

NORMAL BUSINESS DAYS AND HOURS

37. Our normal business days and hours, and any changes thereto, will be notified to you via the updates in the Kris+ Merchant App and krisplus.com website. You agree that such communication shall be sufficient notice to you of our normal business days and hours, and any changes to the same.
38. We will appoint at least one person to be present at our permanent place of business in Singapore at 1 Changi Business Park Central 1, #01-101, South Tower, One@Changi City, Singapore 486036 to address any queries or complaints every Tuesday to Thursday (except public holidays in Singapore) for a minimum of eight hours on each day between 9.00am and 5.00pm (SGT). Kindly note that prior security clearance is required to enter the premises. We will notify you by email in advance of any planned non-operating days, and you agree that such communication shall be sufficient notice to you of the planned non-operating days.

NON-TRANSFERABLE RIGHTS AND OBLIGATIONS

39. You shall only use the Kris+ Merchant Tools and the Services for the purposes stated in the merchant agreement executed between you and us. You must not transfer or assign to a third party any of your rights and obligations under these Terms.

GENERAL TERMS

40. These Terms were last updated on the date at the top of this page. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause. We reserve the right to vary these Terms from time to time. Where any change to these Terms are, in the reasonable opinion of KRIS+, materially prejudicial to you, we will provide you with 30 days' written notice of the change, unless the change is required to comply with any law, to correct an obvious error or is otherwise of a formal, technical or administrative nature, in which event we may provide shorter notice as reasonable in the circumstances. Our updated Terms will be displayed on the Kris+ Merchant Tools and by continuing to use and access the Kris+ Merchant Tools following such changes, you agree to be bound by any variation made by us.
41. No failure, delay or omission by us in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise by us of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.
42. These Terms shall not be novated, transferred, or assigned without the other party's prior written consent. For avoidance of doubt, you may provide consent for such novation, transfer or assignment of these Terms by us via a click accept on the Kris+ Merchant App.
43. A person who is not a party to these Terms shall have no right to rely upon or enforce any term of these Terms.
44. If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the remaining provisions or part of that provision (as applicable) will remain in full force and effect to the maximum extent permitted under applicable laws and regulations.

45. Where there is any conflict or inconsistency between any provision of these Terms and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the Kris+ Merchant Tools shall prevail in respect of your use of the relevant section or module to the extent of such conflict or inconsistency.
46. These Terms shall be construed in accordance with, and governed by, the laws of the Republic of Singapore. You and we hereby agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

LIMITATION OF LIABILITY

47. To the maximum extent permitted by law, we shall not be liable to any member for any injury, loss, claim, damage, cost, disbursement or expense of any kind whatsoever arising out of or in connection with the use of the Kris+ Merchant Tools, except to the extent such injury, loss, claim, damage, cost, disbursement or expense is caused by our fraud, negligence or wilful misconduct, or that of our employees, officers, agents or contractors.