

## **FREE WIFI TERMS OF USE**

### **1. AGREEMENT**

- 1.1 These Terms and Conditions of Use, as may be amended from time to time ("**Agreement**") constitute an agreement between CapitaLand Limited ("**CapitaLand**" or "**we**", "**us**", "**our**" as the case may be) and you with respect to the use of the wireless internet access service procured by us for use in CapitaLand Mall (collectively the "**Service**").
- 1.2 By accessing the Service, you acknowledge that you agree to be bound by the terms of this Agreement.
- 1.3 Your use of the Service is subject to any additional policies and guidelines introduced in connection with the use of the Service from time to time (collectively, the "**Additional Policies**"). These Additional Policies form part of this Agreement and all references to "Agreement" include such Additional Policies.
- 1.4 From time to time, we may in our sole discretion, without liability and without prior notice, update and amend this Agreement. Your continued use of the Service following any such revision will constitute your agreement to be bound by the updated terms of the Agreement.

### **2. THE SERVICE**

- 2.1 The Service is provided to you free of charge.
- 2.2 You acknowledge and agree that:
  - (a) there are security, privacy and confidentiality risks inherent in wireless communications and technology and that you will accept such risks in connection with the use of the Service;
  - (b) your use of the Service may be limited with respect to the number and/or type of devices used to access the Service, as well as the duration of use; and
  - (c) your use of the Service is entirely at your own risk, and that you are solely responsible for all use you make of the Service and any and all loss or damage caused by or in connection with your use of the Service.

### **3. ACCEPTABLE USE POLICY**

- 3.1 You shall ensure that your use of and your activities via the Service are not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable.
- 3.2 Without limiting the generality of Clause 3.1, in respect of your use of the Service, you agree:
  - (a) not to harm or threaten to harm any person or entity in any way;
  - (b) not to transmit or receive software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, any form of "spam" and/or Prohibited Material;
  - (c) not to impersonate any person or entity or falsely state or otherwise misrepresent your identity or status or misrepresent your affiliation with any person or entity;
  - (d) not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted via the Service;
  - (e) not to abuse and/or misuse the Service in any manner deemed inappropriate by us;
  - (f) not to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

- (g) not to hack into the Service or any other related computer system, make excessive traffic demands that may reasonably be expected to inhibit other users from using and enjoying the Service;
- (h) not to "stalk" or otherwise harass, threaten, or breach the rights of others;
- (i) not to collect, use, disclose and/or process Personal Data of any third party in breach of applicable laws or otherwise without the knowledge or consent of such third party;
- (j) not to schedule or program automated log-ins to the Service; and
- (k) not to prejudice the reputation of the CapitaLand Group or any CapitaLand Mall.

#### 4. **DISCLAIMER AND EXCLUSION OF LIABILITY**

- 4.1 The Service is provided on an as-is and as-available basis and all warranties and representations in relation thereto, whether statutory, express or implied, are disclaimed to the maximum extent permitted by law, including warranties and/or conditions relating to the availability of the Service, the speed at which data may be transmitted or received via the Service, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.
- 4.2 We have no control over and accept no responsibility for any content on the internet. You assume full responsibility and risk for accessing content via the Service and the internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise (if any) provided via the Service or the internet.
- 4.3 We do not warrant and expressly disclaim any representations and warranties that the use of the Service will be error free, secure, uninterrupted, or that errors or defects in the Service will be corrected.
- 4.4 Notwithstanding anything in this Agreement, to the maximum extent permitted by law, CapitaLand Group, our members, officers, employees and agents hereby expressly exclude:
  - (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity, including without limitation to warranties of accuracy, reliability, merchantability, satisfaction, quality, fitness for a particular purpose, non-infringement and warranties that the Service is free from viruses or other potentially harmful attributes; and
  - (b) any and all claims, loss, damage or liability (howsoever arising) relating directly or indirectly to your use of the Service, including without limitation any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity, and/or any indirect or consequential loss or damage of any kind, regardless of the cause thereof, and even if we have been advised of the possibility thereof.
- 4.5 Notwithstanding anything in this Agreement, to the maximum extent permitted by law, no claim shall lie against us in respect of any loss recoverable or recovered by you from any other third party.

#### 5. **INDEMNITY**

- 5.1 You agree to fully indemnify and hold harmless CapitaLand Group and service providers as well as their respective officers, directors, employees and agents (collectively, the "**Indemnitees**") from and against any claim, demand, loss, damage, cost, or liability (including reasonable legal fees) which any of the Indemnitee may suffer or suffers in connection with or arising from your breach of this Agreement and/or your access or use of the Service.

## 6. TERMINATION, SUSPENSION OR CHANGES TO THE SERVICE

- 6.1 We are entitled to terminate or suspend your use of the Service or to withdraw the Service, in whole or in part, at any time and for any or no reason, without prior notice and without liability to you.
- 6.2 From time to time, we may in our sole discretion, without liability and without prior notice, make changes to the Service, including without limitation changes to the speed at which data may be transmitted or received via the Service. Your continued use of the Service following any such changes will constitute your agreement to be bound by the same.

## 7. GENERAL

- 7.1 **Entire Agreement:** This Agreement (including the Additional Policies) constitutes the entire agreement and understanding between you and us relating to the subject matter of this Agreement and you acknowledge and agree that you have not accepted this Agreement in reliance upon any representation, warranty or undertaking of us which is not set out or referred to in this Agreement.
- 7.2 **Third Party Rights:** Save for any member of the CMA Group, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Rev. Ed. 2002, Chapter 53B) to enforce any of its terms.
- 7.3 **Severability:** If any provision of this Agreement is found by a competent court to be invalid, illegal, or unenforceable for any reason, you agree that any remaining portion of that provision, and all other provisions of this Agreement, shall remain valid and enforceable to the fullest extent permitted by law in order to give effect to the parties' intentions.
- 7.4 **Illegality:** The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 7.5 **Assignment / Transfer:** You may not assign or transfer all or part of your rights and obligations under this Agreement.
- 7.6 **Remedies and Waiver:** Any failure or delay by us to enforce or exercise any term of this Agreement or any right or remedy under this Agreement shall not operate as a waiver thereof, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy by us. Our rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided at law.
- 7.7 **Governing Law and Dispute Resolution:** This Agreement is governed by and construed in accordance with the laws of Singapore. You irrevocably agree to submit any dispute arising out of or relating to this Agreement to the non-exclusive jurisdiction of the courts of Singapore.

## 8. DEFINITIONS AND INTERPRETATION

- 8.1 In this Agreement, the definition of terms shall be set out below, except where the context otherwise requires:

**"CapitaLand Group"** means CapitaLand Limited, its subsidiaries, associates, joint ventures and related corporations;

**"CapitaLand Mall"** means any mall or property in any country developed, operated, managed or owned by any entity comprised in CMA Group;

**"Personal Data"** means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which we have or are likely to have access;

**“Prohibited Material”** means material that is objectionable on the grounds of public interest, public morality, public order, public security, national harmony, or is otherwise prohibited by applicable laws.

- 8.2 Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.
- 8.3 The headings in this Agreement are inserted for ease of reference only and shall not affect the construction of this Agreement.