

## Terms and Conditions

Last updated: May 6, 2019

Please read these Terms and Conditions (“Terms”) carefully before completing the application form (“Form”) for the **Lionsworld Card (“Card”)** operated by Lionsworld International Pte. Ltd. (“Lionsworld”).

Your access to the Card and the use of the services (“Service”) provided by Lionsworld and its partners (“Partners”) are conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others (“Members”) who access or use the Card.

By completing the Form, accessing or using the Card, you agree to be bound by these Terms.

### 1. User Information

When signing up as a Member, you must, to the best of your knowledge, provide Lionsworld with information that is accurate, complete, and current.

Lionsworld must be informed should there be any change of personal details such as address or email. Failure to do so constitutes to a breach of the Terms, which may result in immediate termination of your Card.

### 2. Receipt of Card

#### 2.1 Official Card

Once the application has been approved, the Member will be notified through email. Subsequently, the official Card will be issued. The Card will be mailed out either to the indicated home address of the Member.

By applying for the Card, you authorize Lionsworld to send the Card to your home address as indicated in the Form. Lionsworld is not liable if the Card has been sent to the incorrect address. We are not liable for any loss or damage which you may suffer if you fail to receive the Card.

If Card has not been received, Lionsworld and/or issuing Partner must be informed. Failure to do so may result in invalidation and/or termination of membership. All Cards to be collected at Lionsworld and/or issuing Partner branches should be collected 30 days after being informed. Any uncollected cards will be subjected to possible invalidation and/or termination by Lionsworld as we deem appropriate.

### 3. Use of Card

Every Card has a unique membership number and personalized name tied to the Card. All Cards are not transferrable. Should any Member be found misusing the Card, their membership will be invalidated without prior notice. Member must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Card.

Every Card is valid for a period of 1 year. Cards will be automatically renewed at the end of its validity. New Card will be issued when necessary by Lionsworld. All changes related to the Membership and/or Card will be notified to Member as per Section 5 and 9.

Card may be used to access all services provided by Lionsworld and Partners. Lionsworld and/or Partners may, at our discretion, vary the availability of the Service(s) that are provided, depending on location, promotional period and/or other factors. Members should check the official mobile application and/or website to view the full and updated list of accessible services and/or products.

Member will be required to present the original Card when accessing the services. Non-original copies of the Card will not be accepted by Lionsworld and/or Partners. Once the Card has been verified, the Member may proceed to make payment for the relevant services. Payment for all services have to be made upfront before usage or as stipulated by Lionsworld and/or Partners. As there is no stored value in this Card, it may not be used to offset or withhold any payment to be made to Lionsworld and/or Partners. Failure to and/or refusal to make payment accordingly to the stipulated payment terms will result in the barring of entry or use of the Service(s). Lionsworld and/or Partners hold the right to reject any Member from using their Services at their own discretion.

#### 4. Loss/Theft of Card

##### 4.1 Duty to prevent Loss/Theft

Membership Card remains as property of Lionsworld at all times and must be returned to Lionsworld on request or on cancellation or termination of the Card and/or this Terms. Card must be kept securely. The Card is to be used solely by the registered Member and must not be transferred or pledged as security in any way.

##### 4.2 Duty to Notify

Member must notify us immediately if:

- (a) the Card is lost or damaged or used by any other person;
- (b) any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of Card.

You may notify us of the loss/theft and/or unauthorised use by:

- (a) Email: [helpdesk@lionsworld.com.sg](mailto:helpdesk@lionsworld.com.sg);
- (b) Calling our Customer Service Hotline: (65) 6336 8866;
- (c) Notifying us in writing or in person: 111 North Bridge Road, #21-01 Peninsula Plaza, Singapore 179098;
- (d) Notify any of our issuing Partner(s) in email, call, writing or in person

In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that we may require.

After receipt of any such notice from the Member, we will suspend or cancel the use of the Card until further notice. Lionsworld holds the right to decide whether to reinstate the Card and/or to issue a new Card to the Member.

#### 4.3 Liability for Lost/Stolen Card

If your Card is lost or stolen, it is the personal liability of the Member for any unauthorised transactions effected after such loss, theft or unauthorised disclosure. Lionsworld and/or Partners will not be held liable at all for any damage due to the Card being lost and/or stolen.

#### 4.4 Recovery of Lost/Stolen Card

If you recover the lost or stolen Card, you must immediately return and/or inform Lionsworld and/or Partners without using the Card. Invalidated lost/stolen cards will no longer be usable unless otherwise informed by Lionsworld.

### 5. Payment terms

#### 5.1 Right to vary Card charges

Lionsworld and/or Partners may at our discretion, vary the rate or amount of any charges or fees payable under this Terms. All changes in the payment terms will be notified to Member via mail at least 14 days before coming into effect. The announced changes will take effect on the date specified in the mailed notice. Should the Member continue to keep or use the Card after the specified date, the Member shall be considered to have accepted the announced changes.

#### 5.2 Right to amend Service charges

Lionsworld and/or Partners may at our discretion, vary the rate or amount of any charges payable for the use of our Service. Member will be informed of the Service charges prior to making payment and/or before the usage of Service. Member may choose to decline the Service should they find the charges unsuitable for their needs. Pricing for the Service(s) provided by Lionsworld and/or Partners are non-negotiable. Lionsworld accepts no responsibility in part on any special arrangement(s) made between Member and Partner.

#### 5.3 Goods and Services Tax

Member will be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Terms or during the use of the Service of Lionsworld and/or Partner. All required taxes will be subjected according to the laws and regulations of the country and/or laws that the Service provider abides by.

### 6. Termination of Card

#### 6.1 Our right to Terminate

Lionsworld may suspend or terminate your Card at any time without any prior notice or liability, for any reason whatsoever, including, without limitation if you breach any of the stated Terms. A termination notice will be sent out to inform the Member of the termination via mail. Lionsworld holds the rights to terminate the membership in its sole and absolute discretion. Lionsworld's decision of termination is final. No enquiries or appeals, verbal or written, shall be entertained.

Upon termination, the Member will no longer hold the right to use the Card and/or Service(s) provided. Any such use is not allowed and will be considered as fraudulent.

For security reasons, please cut the terminated Card into half and dispose of it immediately. There will be no refund of any fees payable upon the termination of the Card for any reason.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 6.2 Your right to Terminate

You may terminate your membership and Card with Lionsworld at any time by giving us written notice.

You may notify us of the loss/theft and/or unauthorised use by:

- (a) Email: [helpdesk@lionsworld.com.sg](mailto:helpdesk@lionsworld.com.sg);
- (b) Calling our Customer Service Hotline: (65) 6336 8866;
- (c) Notifying us in writing or in person: 111 North Bridge Road, #21-01 Peninsula Plaza, Singapore 179098;
- (d) Notify any of our issuing Partner(s) in email, call, writing or in person

Upon receiving your termination request, an official termination notice will be sent to you via mail. All outstanding payment(s), if any, on the card charges have to be cleared before termination can officially proceed. Lionsworld holds the right to withhold termination of service in event of failure to make payment.

There will be a one (1) month notice for termination. Upon termination, the Member will no longer hold the right to use the Card and/or Service(s) provided. Any such use is not allowed will be considered as fraudulent.

For security reasons, please cut the terminated Card into half and dispose of it immediately. There will be no refund of any fees payable upon the termination of the Card for any reason.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 6.3 Obligations upon Termination

Upon the termination of your Membership for whatever reason, you shall not continue to use your Card. Your obligations under this Agreement will continue and we shall remain entitled to bill you for any charges, fees or transactions that were carried out before the official termination date of your membership and Card. Until any and all outstanding payments have been cleared, you will continue to remain liable to Lionsworld.

All terminated Cards should be cut into half and disposed of immediately. Cards do not store or hold any pre-paid value in it. As such, Lionsworld will not be liable to any claims of refunds to be made to any terminated clients. Partners will not be liable for any terminated Card and holds the right to reject use of their Service(s).

Memberships terminated before the validity has expired will not be eligible for any refunds made unless otherwise agreed upon by Lionsworld. Lionsworld will not be liable for any outstanding between Partner(s) and the Member. Partner(s) will not be liable for any outstanding, termination and/or dispute between Lionsworld and the Member.

## 7. Liability of Member

Member shall be liable for and shall pay, Lionsworld, on demand, any and all outstanding balance due to us in relation to the maintenance of Card membership. Failure to make the outstanding payment will result in force termination of the membership by Lionsworld. Lionsworld holds the rights to terminate the membership due to outstanding payment in its sole and absolute discretion. Lionsworld's decision of termination is final. No enquiries or appeals, verbal or written, shall be entertained. Partners will not be liable for any terminated Card and holds the right to reject use of their Service(s).

## 8. Exclusions and Exceptions

### 8.1 Non-Acceptance of Card

Lionsworld will not be held liable in any way:

- (a) should your Card be rejected by Partner(s) or any terminal used to process card transactions; Partners reserve the rights to reject the use of their Service at their own discretion;
- (b) for any malfunction, defect or error in any terminal used to process card transactions, or other machines or system of authorisation whether belonging to Lionsworld and/or Partner(s);
- (c) for any delay or inability on our part to perform any of our obligations under this Terms or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lockouts, fire, flood, shortage of material or labour, delay in deliveries from subcontractors or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery;
- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card;
- (e) for our compliance with any instruction given or purported to be given by you in relation to your membership;
- (f) If you are deprived of the use of your membership as a consequence of any action deemed inappropriate by Lionsworld and/or Partner(s);
- (g) any Service(s) not being available due to system maintenance or breakdown/non-availability of any network;

In any event, Lionsworld will not be liable for anything done or omitted to be done except in the case of our gross negligence or wilful default.

### 8.2 Problems with Service(s)

The Card contains links to third-party Partner(s) of Lionsworld who will provide Service(s) that are not owned or controlled by Lionsworld. Lionsworld has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services.

Lionsworld will not be in any way liable should you encounter any problems with the Service(s) obtained through the use of your Card. We will also not be held responsible for any benefits, discounts or programmes of any Partner that we make available to the Member. You will settle any dispute directly with the Partner.

You further acknowledge and agree that Lionsworld shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Service(s) provided.

We strongly advise you to read the terms and conditions and privacy policies of our Partner(s) and their Service(s) that you visit before you engage in their Service(s). By usage of their Service(s) provided, you agree to adhere to both the Terms of this Agreement and that of the Partner providing the Service(s) to you.

### 8.3 No Liability for consequential loss

Neither Lionsworld nor Partner will be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the use of the Card.

### 8.4 Your Rights as a Member

Members should settle any and all disputes with Partner(s) directly. Lionsworld will not be held liable in any way for any disputes between Member and Partner.

If the Member deems a Partner as unsuitable, you may contact us via the following:

- (a) Email: [helpdesk@lionsworld.com.sg](mailto:helpdesk@lionsworld.com.sg);
- (b) Calling our Customer Service Hotline: (65) 6336 8866;
- (c) Notifying us in writing or in person: 111 North Bridge Road, #21-01 Peninsula Plaza, Singapore 179098;

We will proceed to follow-up with the Partner(s) involved. We will take all feedback into consideration but Lionsworld holds the rights to make the final decision in its sole and absolute discretion. Lionsworld's decision of termination is final. No enquiries or appeals, verbal or written, shall be entertained.

## 9. Amendments

### 9.1 Changes to Terms

Lionsworld may change the contents of this Terms and/or create new terms and conditions at any time by notifying you of the changes. All changes in the Terms will be notified to Members via mail at least 14 days before coming into effect. The announced changes will take effect on the date specified in the mailed notice. Should the Member continue to keep or use the Card after the specified date, the Member shall be considered to have accepted the announced changes.

### 9.2 Publication of Changes

Lionsworld will notify all changes to this Terms by mail to all Members. We may however choose to inform you by other means of communication that we deem as appropriate.

## 10. Disclosure of Information

#### 10.1 Parties to whom disclosure may be made

Be signing the Form, you authorise us to disclose any particulars of your Card account and/or your use of the Card to:

- (a) any Partner, regardless of person or organisation, collaborating with Lionsworld, whether in Singapore or outside Singapore for the purpose of the operation of the said Service(s);
- (b) outsourced agents appointed by us for the purpose of making, printing, mailing, storing, microfilming and/or creating any promotional or card-related materials, any statements of accounts, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
- (c) any information garnering or processing organisation or department or consultant for the purposes of conducting survey(s) or analyses or developing system applications on our behalf;
- (d) any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up by us;
- (e) any party involved in facilitating, processing or providing any services or facilities in connection with your Card;
- (f) any government agency or authority or tribunals or courts of any jurisdiction in compliance with the order, notice or request of such agency, authority, tribunal or court, or in compliance with applicable laws or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;
- (g) any person or organisation for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (h) any Participant or third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of your Card;
- (i) any person or organisation where such disclosure is necessary to complete any Transaction;
- (j) any person or organisation who, in the course of the sending and delivering of communication materials from us to you or the preparation thereof, sees any envelopes or communication materials sent by us to you which bears our name and/or logo, For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements;
- (k) to any person or organization where we in good faith deem it reasonable to make such disclosure in connection with this Agreement or the operation of the Card Account.

#### 11. Communication and service of documents

### 11.1 Communication

Lionsworld may send any Card notices, statements or any other communication to you by facsimile transmission, short message system (SMS), electronic mail, ordinary prepaid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in Singapore and considered delivered five (5) days after the date of posting if sent outside of Singapore.

### 11.2 Service of documents

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver process personally to you or served on the next date after the date of posting if process is posted to you. In addition to these two (2) methods of service, we may serve you in any other method permitted by law.

### 12. Instructions from Member

Any request or instruction to Lionsworld and/or Partner shall be in writing and shall be signed by the Member him/herself.

Lionsworld and/or Partner may follow the instructions but will not be obliged to accept and act on any instruction or request whether given by mail, electronic mail, facsimile transmission or through the telephone, if we believe that the authorisation may not have been given, made or authorized by the Member personally.

We shall not be liable for any loss or damage suffered as a consequence of our acting on or acceding to any such instruction or request, and you will indemnify us against any and all losses, claims, proceedings, damages, expenses and costs (including legal costs on a full indemnity basis) howsoever incurred or sustained by us arising out of or in connection with any instruction or request from or purportedly from you.

### 13. Indemnity

You will indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our having made available the Card or any Service(s) provided to you. You will indemnify us against any action taken upon any instructions which you may give in relation to the Card or any negligence, fraud and/or misconduct on your part or your breach of this Agreement.

### 14. Governing Law

This Terms is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.



15. Contact us

Should you have any questions on the Terms, please contact us at:

(a) Email: [helpdesk@lionsworld.com.sg](mailto:helpdesk@lionsworld.com.sg);

(b) Calling our Customer Service Hotline: (65) 6336 8866;

(c) Notifying us in writing or in person: 111 North Bridge Road, #21-01 Peninsula Plaza,  
Singapore 179098