

TERMS OF USE

1. AGREEMENT

- 1.1 DBS Trustee Limited as Trustee of Mapletree Commercial Trust, Mapletree Commercial Trust Management Ltd. as Manager of Mapletree Commercial Trust and Mapletree Commercial Property Management Pte. Ltd. as Property Manager of Mapletree Commercial Trust (collectively, "Mapletree" or "we") are pleased to provide wireless internet access services to our shoppers in VivoCity which will include additional features where marketing and promotional materials and notifications may be sent to you via your electronic devices, including your mobile phones, personal computers and tablets, based on information obtained from your sign up account information and access to the wireless internet access service, including your email, telephone number, unique network address, location ("Service").
- 1.2 By signing up for an account and accessing the Service, you acknowledge that you have read and understood and agreed to be bound by this Terms of Use (as amended from time to time) and this Terms of Use shall constitute an agreement between you and us.
- 1.3 You acknowledge and agree that Mapletree may in our sole discretion, without liability and without prior notice, update, supplement and/or amend this Terms of Use and any such update, supplement or amendment shall form part of this Terms of Use. Your continued use of the Service following any such revision shall constitute your agreement to be bound by this Terms of Use (as amended).

2. LOG-ON PROCEDURE

- 2.1 The Service is provided to you free of charge and is intended only for your personal use and is not to be shared with any other persons.
- 2.2 You will be required to sign up for an account and upon completion of the online signup form, be provided with a verification pin /email as part of our security procedures to log-on to the Service. You must treat the information in the verification pin/email as confidential, and must not disclose it to any third party. You shall be liable for the acts of any third party to whom you have allowed access to your account. Please notify us immediately upon discovering any unauthorised use of your account or error in the operation of a verification pin/email.

3. ACCEPTABLE USE POLICY

- 3.1 You shall comply with all applicable laws when using the Services and shall not use the Services in any way in order to commit or attempt to commit or in connection with any unlawful activities, activities which is against public interest or our interests or activities which will interfere or disrupt our information technology systems or the operations of VivoCity. We reserve the right to terminate your use of the Services at any time, without prior notice, in the event we, in our discretion, determine that your use of the Services is in breach of our acceptable use policy (as amended from time to time).

4. YOUR PERSONAL DATA

- 4.1 Your access to the Service is conditional upon you agreeing to our collecting, using, disclosing and processing of your Personal Data (as defined in the Personal Data Protection Act 2012 (No. 26 of 2012)).
- 4.2 In particular but without limiting the generality of the foregoing, you grant to us, the service providers and participants of the Service, your consent to the collection, use, disclosure and processing of your Personal Data and the MAC address for the following purposes:
- 4.2.1 the operation and rendering of the Service;
 - 4.2.2 the notification of marketing and promotional materials.
- 4.3 Whilst we will take reasonable steps to accurately record your Personal Data, we require that you provide accurate and complete Personal Data, and update such Personal Data with us from time to time.
- 4.4 You may send an email to our Data Protection Officer at MCTM_dpo@mapletree.com.sg address if you wish to access and/or correct your personal information provided earlier. You

may also at any time choose not to receive such updates by sending us an email at enquiries@vivocity.com.sg to inform us of your decision. Please give Mapletree and its agents a reasonable amount of time to attend to your request as Mapletree and its agents may at times, receive large volumes of email requests of varying nature. To safeguard your personal data, all electronic storage and transmission of personal data are secured with the appropriate security technologies, Mapletree and its agents use reasonable endeavour to protect personal information from loss, misuse and alteration. Only authorized employees of Mapletree and its agents who are bound by Mapletree confidentiality obligations will have access to your personal information.

4.5 Without prejudice to Clause 4.1, you agree that we may share aggregated, non-personally-identifiable information about you with third parties, such as advertisers or our marketing partners for use in marketing, promotional or other activities in our sole discretion.

4.6 For the avoidance of doubt, when you end the use of the Service after each session, this will not affect any consent you have provided in relation to your Personal Data for as long as you still have an account with us and have not given notice to us of your withdrawal of your consent.

5. PROPRIETARY RIGHTS

5.1 You acknowledge that all rights, title, contents and interest in the content provided on the sign up or log-on webpage to access the Service ("Content") are owned by, licensed to or controlled by Mapletree, its service providers or professional advisors. Save as otherwise provided, the Content shall not be reproduced, retransmitted, disseminated, distributed, published, circulated, commercially exploited or sold and/or dealt with in any manner without the prior express written consent of Mapletree.

6. USE OF THE SERVICE BY MINORS

6.1 If you use the Service, you confirm, that you are 18 years of age or older or that you have the permission of your parent or legal guardian who has consent to these Terms of Use.

7. DISCLAIMER OF WARRANTIES AND LIABILITY

7.1 You acknowledge that there are inherent security and privacy risks in any wireless communications and technology and you agree that:

7.1.1 the use of the Service is at your own risk;

7.1.2 Mapletree shall not be liable for any loss or damage incurred by you which is caused by or in connection with the use of the Service.

7.2 The Service is provided on an as-is and as-available basis and to the fullest extent permitted by law, without any warranties or representations, whether statutory, express or implied, of any kind.

7.3 Mapletree does not, to the maximum extent allowed by law, warrant:

7.3.1 the timeliness or reliability of the Service;

7.3.2 the suitability of the wireless service for any specific application or device;

7.3.3 that the Service will meet your requirements, or be uninterrupted, secure or error-free.

7.4 Mapletree, its agents and service providers are not responsible and expressly disclaims liability for any errors or omissions, or any direct, indirect, incidental, special, exemplary, consequential or other damages whatsoever (including but not limited to liability for loss of use, data or profits) including but not limited to contract, negligence or other tortious actions arising out of or in connection with the use of this Service. You agree to release Mapletree, its agents and service providers from any loss, damage or claim which you may incur or suffer as a result of your use of this Service.

8. INDEMNITY

8.1 You agree to fully indemnify and hold harmless Mapletree and service providers as well as their respective officers, directors, employees and agents (collectively, the "Indemnified Parties") from and against any claim, demand, loss, damage, cost, or liability (including reasonable legal fees) which any of the Indemnified Parties may suffer or suffers in

connection with or arising from your breach of this Agreement and/or your access or use of the Service.

9. TERMINATION, SUSPENSION OR CHANGES TO THE SERVICE

9.1 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.

9.2 The Service shall be subject to the limits set by us and we may from time to time, in our sole discretion and without prior notice and without liability to you, change the limits to the Service, including the duration of use, the number of allowable devices per account and the speed of the connection.

10. GENERAL

10.1 Entire Agreement: This Terms of Use constitutes the entire agreement and understanding between you and us relating to the Service and you acknowledge and agree that you have not accepted this Terms of Use in reliance upon any representation, warranty or undertaking of us which is not set out or referred to in this Terms of Use.

10.2 Third Party Rights: A person who is not a party to this Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act (Rev. Ed. 2002, Chapter 53B) to enforce any of its terms.

10.3 Severability: If any provision of this Term of Use 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 Term of Use, shall remain valid and enforceable to the fullest extent permitted by law in order to give effect to the parties' intentions.

10.4 Illegality: The illegality, invalidity or unenforceability of any provision of this Terms of Use 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.

10.5 Assignment / Transfer: You may not assign or transfer all or part of your rights and obligations under this Terms of Use.

10.6 Remedies and Waiver: Any failure or delay by us to enforce or exercise any term of this Terms of Use or any right or remedy under this Terms of Use 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 Terms of Use are cumulative and are not exclusive of any rights or remedies provided at law.

10.7 Governing Law and Dispute Resolution: This Terms of Use 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 Terms of Use to the exclusive jurisdiction of the courts of Singapore.