

Terms and Conditions Governing the use of the Vehicle Entry Permit and Autopass Card

1. Definitions and Interpretation

- 1.1 Unless defined in these Terms and Conditions, or the context otherwise requires, terms defined in the Autopass Additional Terms have the same meanings in these Terms and Conditions. In addition, in these Terms and Conditions:

“**Autopass Additional Terms**” means the Autopass Additional Terms as published on LTA’s OneMotoring website from time to time.

“**ERP**” is the abbreviation for Electronic Road Pricing.

“**LTA**” refers to the Land Transport Authority of Singapore, a statutory board established under the Land Transport Authority of Singapore Act 1995 or its successors.

“**Personal Data**” means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the agency or organisation has or is likely to have access.

“**Public Agencies**” refers to the Government, the Organs of State and the Statutory Boards.

“**Vehicle Entry Permit**” means a permit granted to a person under rule 19, 20 or 20A of the Road Traffic (International Circulation) Rules to bring a motor vehicle into Singapore.

“**We**”, “**us**” and “**our**” refers to LTA, and the words “**you**” and “**your**” refers to the applicant of the Vehicle Entry Permit.

2. General

- 2.1 The application for and LTA’s issuance of an Autopass Card is subject to these Terms and Conditions and the Autopass Additional Terms. By using the Autopass Card, you confirm that you unconditionally agree to and accept these Terms and Conditions, the Autopass Additional Terms and any amendments hereto. Any non-compliance with these Terms and Conditions or the Autopass Additional Terms, whether intentionally or otherwise, may result in action taken against you, including but not limited to a claim for compensation and civil and/or criminal liability.
- 2.2 You shall comply with all notices, orders, guidelines, rules and instructions pertaining to the use of the Autopass Card that may be issued by LTA from time to time and published on LTA’s OneMotoring website, and all applicable laws and regulations relating to the Autopass Card and the accompanying Vehicle Entry Permit.

3. Insurance coverage

- 3.1 You are to ensure that the Relevant Vehicle has in force a policy of insurance meeting the requirements of the Motor Vehicles (Third-Party Risks and Compensation) Act 1960 for the entire period that the Relevant Vehicle remains in Singapore.
- 3.2 In accordance with the laws of Singapore, you may be required to produce proof of insurance and vehicle registration for verification upon request by any authorised officer.

4. Collection, Use and Disclosure of Personal Data

- 4.1 We may share data, including Personal Data, that you have provided to us in your application for a Vehicle Entry Permit and an Autopass Card (where applicable), or through your use of the Autopass Card, with other Public Agencies in accordance with prevailing laws and policies.
- 4.2 We will not share your Personal Data with other entities, except (i) where such entities have been authorised to carry out specific Government services; (ii) in accordance with legislation under our purview to enable us to perform our functions or duties; (iii) to comply with any order of court; (iv) to comply with any other written law; or (v) for the purposes of taking any action against any person for breach of these Terms and Conditions or the Autopass Additional Terms.
- 4.3 The data provided to us in your application for a Vehicle Entry Permit and an Autopass Card (where applicable) or through your use of the Autopass Card, may also be used for verification and record of your personal particulars, including comparing information from other sources, and may be used by us and other Public Agencies (as may be required) to (a) communicate with you; and/or (b) send notices, orders or documents to you via electronic means, such as via email.

5. Amendment of Terms and Conditions

- 5.1 LTA reserves the right to amend these Terms and Conditions and the Autopass Additional Terms at any time by publishing such amendments on LTA's OneMotoring website and/or by posting the same at any appropriate premises as may be determined by LTA. Your continued use of the Vehicle Entry Permit and the Autopass Card after the date of such notification shall constitute an acknowledgement and acceptance of the amendments and shall be deemed to be your acceptance of such revised Terms and Conditions and the Autopass Additional Terms.

6. Breach of Terms and Conditions

- 6.1 LTA may revoke your Autopass Card and the accompanying Vehicle Entry Permit if you breach any of these Terms and Conditions or the Autopass Additional Terms.
- 6.2 You undertake and agree to indemnify LTA and keep LTA at all times indemnified from and against all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award arising out of or in connection with a breach of or non-compliance with these Terms and Conditions or the Autopass Additional Terms.

7. Exclusion of Liability

- 7.1 LTA shall not be liable whether or not arising out of the negligence of its respective officers, employees or agents, for any losses, damages, expenses, claims, liability and costs that you may incur or suffer in connection with:
- (a) any period when any equipment, software or system is unavailable for updating the accompanying Vehicle Entry Permit of the Relevant Vehicle which the Autopass Card is issued to; or
 - (b) any delay in using the Autopass Card whether due to the confiscation, retention or revocation of the Autopass Card or otherwise.

8. No Waiver

- 8.1 No delay, failure or omission on the part of LTA in enforcing any right, power, privilege, claim or remedy under these Terms and Conditions or the Autopass Additional Terms shall be deemed to be or be construed as a waiver or variation of such right, power, privilege, claim or remedy.

9. Governing Law

- 9.1 The construction, validity and performance of these Terms and Conditions and the Autopass Additional Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of the Republic of Singapore for all purposes in relation to these Terms and Conditions and the Autopass Additional Terms.