

Terms and Conditions of **X Card**

Welcome to apply **X card** ("Card"). Please read the following Terms and Condition carefully. Your use of the Card or the registration of **X Card** Membership Program ("Program") mean(s) that you have accepted and agreed these Terms and Condition below which shall become binding agreements between the X Card Member(s) ("Member(s)", "You") and us.

Sinopec reserves the right to unilaterally change these Terms of Use without notification. You should regularly visit our Station to identify the revised Terms of Use which are binding.

1. Scope of Services

Conditions of Use

All the information contained in this Card is for reference only. The services provided is for individual use only and should not be used for commercial purposes. Member is not allowed to or procure to permit any third party on your behalf to do the following acts in respect of text, image, barcodes, materials, content and content related to the Card (collectively referred to as "the Content"):

- (a) duplicate and distribute copies;
- (b) disseminate, announce, broadcast, edit, display or sell any of the contents of or the products described by whatever means;
- (c) attempt to duplicate, copy, edit, modify, reverse engineer, disassemble, decompile, transmit, exchange or translate; or
- (d) create derivative works of any kind whatsoever.

Sinopec reserves the right to modify or withdraw the Membership Program at any time and for whatever reason, or to charge you any fee with notice in advance for the use of this Card or the services in accordance with these Terms of Use. You acknowledge and agree that the terms of the Card and Membership Program between once you use the Card.

2. X Card Membership Program

2.1 General Terms and Conditions

- (a) Program shall only be applicable for Member(s) purchasing goods in any of our designated stations within Singapore ("Station(s)") and accumulating points. Sinopec reserves the right to refuse acceptance of any exercise of X Card Membership ("Membership") if we suspect that the use is unauthorized, fraudulent or otherwise unlawful.
- (b) Unless otherwise required by law, no change or cash refund will be provided and no interest will be credited to the Member.
- (c) Sinopec shall be entitled to, at its absolute discretion, invite and allow any other third party to participate in the Program.
- (d) Member is required to present Card prior to the completion of transaction for the purpose of earning and redeeming points.
- (e) Points given under the reward scheme of Membership Program carry no monetary value and cannot be exchanged or redeemed in any way of cash or electronic currency. The Member who has accumulated sufficient points in his/her Card and is eligible, subject to meeting any conditions that Sinopec may impose, may redeem the same for Rewards as Sinopec may designate from time to time at its absolute discretion, which Rewards shall be listed in the current

Rewards Guide and shall be subject to the terms and conditions therein.

- (f) Sinopec does not accept any liability whatsoever with respect to Rewards supplied or in connection with any refusal by supplier of Rewards to accept certificates/vouchers issued for the purpose of redeeming such Rewards. Any dispute arising from or in connection with such certificates/vouchers shall be solely between the Member and such providers.
- (g) Rewards in the form of certificates/vouchers are valid for use subject to the expiry date specified on the said certificates/vouchers. All unused certificates/vouchers after the expiry date shall be deemed null and void and shall not be replaced by Sinopec. The use of the certificates/vouchers are subject to the terms and conditions contained therein.
- (h) Neither Sinopec nor any of its affiliates make any representations, warranties or conditions of any kind, express or implied, with respect to the Program, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Sinopec does not represent or warrant that the Program will always be available or accepted. Sinopec and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or reputation) arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if such loss is caused by or arising from this Agreement in whatever way. Sinopec and its affiliates shall have no liability for any unauthorized access to, or alteration, theft or destruction of this Program due to accident, misuse, or fraudulent means or any third party, or as a result of any delay or mistake resulting from any circumstances beyond reasonable control of Sinopec.

2.2 X Card

- (a) Issued Cards by SINOPEC are always the properties of SINOPEC which SINOPEC reserves the right to ask for cards return without providing any reasons.
- (b) One Member can only own one Card
- (c) Only one Card can be used in each transaction.
- (d) Card and/or the points in the membership account cannot be exchanged or transferred.
- (e) These Terms and Conditions of the Program shall apply to all other cards affiliated to this Program, unless otherwise stated.
- (f) Lost, damaged or defective Card must be reported immediately to the Station or send the email to xcardrewards.xggs@sinopec.com. If Card is lost, Sinopec may at its absolute discretion issue a replacement Card at a fee and any delivery charges incurred shall be charged to the Member.
- (g) Where the Card is damaged or is defective, a replacement Card will be issued, at Sinopec's absolute discretion, to the Member. Upon notification of loss, damage or defect, any points resident in the lost, damaged or defective Card may, at Sinopec's absolute discretion, be credited to the replacement Card. Sinopec shall not be held liable for the loss of any points due to Card loss, damage or defect. Sinopec will not be liable for any loss arising from the loss of any information in this Card and/or in relation to the membership account of the Program.
- (h) Member(s) agree to indemnify Sinopec and/or its affiliates and/or its agent (as the case maybe) against all actions, proceedings, liabilities, claims, loss, damages and reasonable costs and expenses which Sinopec and/or its affiliates and/or its agent may suffer, sustain or incur (as the case be) in respect of use of Card.
- (i) Sinopec reserves the right to correct the balance of the account if we believe that a clerical, billing or accounting error has occurred.

2.3 Points Accumulation

- (a) Member is required to present Card prior to the completion of transaction for the purpose of earning points.
- (b) Member is eligible to earn points for any fuel purchases at Station. In regular period, every liter

of SINO Power 95/ SINO Power 98 or Diesel+ purchased, Member can earn one (1) Point; every liter of SINO X Power purchased, Member can earn one point five (1.5) Points.

- (c) Extra point may be issued in specific promotion. Please pay attention to our update and refer to the detail of the promotion.

Example: Double points during promotion period, every liter of SINO Power 95/ SINO Power 98 or Diesel+ purchased, Member can earn two (2) Points; every liter of SINO X Power purchased, Member can earn 3 (3) Points.

- (d) Maximum points to be accumulated is 9,999,999 points. Upon reaching such cap, no further points can be loaded on the membership account until the points are redeemed.
- (e) Sinopec reserves the right to determine, vary or change from time to time the type or quantum of Eligible Purchases and the corresponding number of points without prior notice or assigning any reasons whatsoever. Sinopec also reserves the right to impose restrictions, from time to time, in respect of the frequency and/or quantum, on the use of Card and/or the number of points that can be accumulated on such Card in a single calendar day, week or month or such periods as Sinopec deems fit, notwithstanding the type or quantum of the Eligible Purchases made.

2.4 Redemption

- (a) Points can be used for redeeming Rewards
- (b) Once a redemption order is processed, points will be instantly deducted from the relevant membership account. Point redemption transaction cannot be changed, cancelled or withdrawn.
- (c) The User shall be responsible for the examination of any Rewards immediately upon receipt for any defects or damage, whether in its packaging or otherwise, and to verify the contents of the Rewards. Where the Rewards or its packaging are found to be damaged or defective or that the contents therein are incomplete, the Rewards should be returned, on the spot, to the cashier at the Station or the supplier or the person delivering the Rewards on behalf of the supplier. Where it is not possible to check the Rewards immediately, any complaint of fault and/or damage must be lodged within seven (7) days of receiving the Rewards at the same place where the Rewards were received.

- (d) Only one coupon can be used for each transaction.

- (e) For any balances of voucher remained are non-refundable cannot be brought to the next transaction.

Example: SGD100 voucher is used for SGD80 fuel purchase; the remaining balance of SGD20 will be forfeit.

- (f) All points shall be expired on specific date announced by Sinopec. Sinopec shall not be responsible for any redemption after the expiry date.
- (g) Member may refer to the Rewards Guide or Rewards Updates for items available for redemption, which shall be for the purpose of information only and shall not be construed as constituting any representation or warranty as to their availability. All Rewards are subject to availability and Sinopec has the right to substitute the requested Rewards with other items of similar value in the event the requested Reward is out of stock or unavailable for whatever reason. Without prejudice to the generality of the foregoing, Sinopec makes no warranty with respect to the quality of the Rewards or their suitability for any purpose. Where the Rewards are covered under any manufacturers' warranty, any disputes or claims shall be forwarded directly to the manufacturers concerned.
- (h) Sinopec is not responsible for the Rewards provided by suppliers. Any dispute arising from or in connection with such Rewards shall be solely between the Member and such suppliers.

2.5 Cancellation, Information Amendment and Enquiries

- (a) Termination of relevant membership account shall be deemed upon the cancellation of Card or

the Membership. Request of refund of cash or retrieval of points shall not be entertained.

- (b) Sinopec will process cancellation of the relevant membership account of the Membership Program in accordance with the member's written request and upon verification of the identity of the member who should agree to accept that there will not be any refund of any amount or points. The cancellation is irrevocable.
- (c) For any information amendment, please fill in the information amendment form and submit to station. Information amendment form can be obtained in station.
- (d) For any questions regarding transaction history or any such correction, or for any dispute in relation to any transaction or correction processed against the account, Member should email to xcardrewards.xggs@sinopec.com. Sinopec will conduct an investigation and if error is located, we shall make necessary correction and communicate with User upon completion of investigation. If no error is found, we will communicate and inform the Member. We shall have no liability for any billing error unless the Member notify us within three (3) days from the date of the transaction in question. Member shall closely monitor the transactions and account balances.

3. Privacy Policy Statement

The Company is committed to ensuring our compliance with the requirements of the Personal Data Protection Act 2012 ("Act").

We recognize the importance of personal data to our business and the importance of respecting the protection of individuals' personal data. This Statement sets out the key principles that we will apply to collection, use and disclosure of personal data, its retention and destruction, and the transfer of personal data so that we process personal data in accordance with the law. Once registered as our member, you consent to the data collection and use practices described in this Statement.

3.1 General Terms

Sinopec (Hong Kong) Singapore Pte. Limited ("Sinopec", "we", "us") uses and discloses your personal information collected from the application and through Membership Program in accordance with this Privacy Policy ("Policy"). Where we have joint promotion programs with other trade partners in respect of co-branded products or services, a joint privacy statement or separate privacy statements shall also apply in addition to this Policy. By signing up as a member under our Membership Program or using any part of the services, you hereby consent to our use of your information, including your personal information and any information of others provided by you, in the manner described and for such purposes specified in this Policy. Without limiting the generality of the foregoing, we are hereby authorized to transmit your information outside Republic of Singapore in the manner and for the purposes described in this Policy. The Company reserves the right to make unilateral amendment and update of this Policy at any time without notice.

The Company shall take steps to protect personal data it processes which include compliance with the following principles:

Consent / Purpose / Notification: we will obtain your consent before collecting, using or disclosing your personal data, and only for purposes that a reasonable person would consider appropriate in the circumstances. You will be notified before such collection, use or disclosure of the personal data as required under the Act.

With your permission, we may use personal data to inform you of our business and the products or services available from us. You may at any time notify us to cease receiving such communications.

Unless otherwise specified, the following includes the information that we may collect, the purposes and uses therefor. If you are unable or unwilling to provide the correct information, we will not be able to provide services to User.

3.2 Data Collection Declaration and Purposes of data collection

When you accept the membership privilege(s) provided by us, you need to provide us information, including but not limited to name, mobile phone number, gender, email address, date of birth, etc. We collect, retain and use your personal data for the following purposes:

- (a) for verifying identity and record;
- (b) for managing member account;
- (c) for study, statistics, research to improve our products and services and for market planning and marketing use;
- (d) for providing customer service and responding to enquiries;
- (e) for retaining contact information;
- (f) handling your orders, instructions and requests;
- (g) to make disclosure required by law; and
- (h) any other purposes relating to our services.

3.3 Retention, Storage and Disclosure of Personal Data

You acknowledge, agree and authorize Sinopec to retain and store the information you provide us in one or more of our databases located in Singapore or place(s) other than Singapore and Sinopec will cease to retain your personal information when it is no longer necessary for any business or legal purposes. You acknowledge, agree and authorize Sinopec to transmit the information you provide us to the following third parties (whether in Singapore or overseas) whenever necessary including but not limited to:

- (a) an employee authorized to process the information collected for the aforesaid purposes;
- (b) Contractors or third party service providers or contractors or agents providing administrative, technical support, payment, insurance, redemption and/or gift redemption or other services;
- (c) professional consultants;
- (d) any person who must be disclosed to it as required under applicable laws, administrative system or regulatory requirements; or
- (e) any person reasonably requires us to make such disclosure.

Our policies and codes of practice for the collection, use, retention, disclosure, transfer, security and access to personal data are subject to the Singapore law and this Policy.

3.4 Security and Protection of Personal Data

Sinopec will use appropriate security technologies and procedures to protect your information from unauthorized access, use or disclosure. Nevertheless, given the nature of the internet, no guarantee as to the reliability on data transmission can be provided by us. However, we will use our best endeavour to take practical, reasonable and feasible measures to procure that any information collected by us is not subject to external interference. You must be aware that other websites that have links on internet may collect your personal data. Our provision of your personal information to third parties including service providers is likely and we shall not be responsible for

any in relation thereto.

We will protect your personal data in our possession or control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks. We may, however, disclose personal data if required to do so by law or if such action is necessary to comply with legal requirements or process, to protect and defend our rights or property, or to protect the personal safety of any individual.

3.5 Access to Personal Data and Correction

Access and Correction: in accordance with the Act, we will provide you with your personal data in our possession or under our control and information about the ways in which the personal data may have been used or disclosed during the past year; and to correct an error or omission in your personal data in our possession or control. If you would like to review, change or delete the details you have supplied us with, please send an email to xcardrewards.xggs@sinopec.com. You have the right to request access and correction of your personal data that we hold, pursuant to the Act. All requests for access to or correction of your personal data held by the Company shall be made by sending the Personal Data Request Letter or Personal Data Correction Letter.

3.6 Withdrawal of consent

If you wish to withdraw your consent to any use or disclosure of your personal data for the above purposes, you fill in the prescribed form and send it to xcardrewards.xggs@sinopec.com. However, please note that if you withdraw your consent to any or all use or disclosure of your personal data, depending on the nature of your request, we may not be in a position to continue to provide our products or services to you. Such withdrawal may also in termination of any agreement you may have with us.

4. Legal Use of this Card

You can only use Card for legal purposes and cannot use Card to, in any way, infringe the intellectual property rights of any other person or invade the privacy of other users or acquire their identities or any other personal details. You have the responsibility to judge whether any of your actions will infringe the rights as described above. Card may not be reproduced, copied, reprinted, sold, resold or otherwise utilized for commercial purposes without our express consent.

You hereby agree to indemnify, defend and hold harmless Sinopec and/or its affiliates and/or its agent (as the case maybe) from losses arising out of any potential unauthorized use of any material of Card. You hereby acknowledge that unauthorized use of the contents of Card may cause damage to the Company and/or its affiliates and/or its agent (as the case maybe) that is difficult to make up for, so in the event of unauthorized use, the Company and/or its affiliates and/or its agent (as the case maybe) shall have the absolute discretion to rely on any relief under common law or equity including filing an application for an injunction in addition to other reliefs.

5. Use of Materials

The contents of Card, including text, diagrams, images, symbols, graphic, trade mark and other materials and all the materials of Card, including the collection, arrangement and completion of such materials (collectively referred to as "Materials") are protected by copyright law, trade mark law and other applicable laws. All Materials are the exclusive property of Sinopec. Unauthorized use of any Materials is an infringing act under the copyright law, the trade mark law or other applicable laws. You shall not, for any public or commercial purpose, sell or modify the Materials,

copy, reproduce, re-issue, upload, download, publish, resell, assign, transmit, display, publicly execute, distribute any of the Materials in any way, use it in any other way without our prior written consent is being obtained.

6. Alteration of this Agreement

Your use of Card shall constitute your acknowledgement of and the acceptance of the terms and conditions in this Agreement. Sinopec reserves the right to amend the terms and conditions at any time, including any rights or obligations the User or Sinopec may have without prior notice. As permitted by applicable law, any change, addition or deletion will become effective at the time Sinopec uploads the revised agreement to the Station. Unless Sinopec specifies otherwise, the amendment, addition or deletion will apply to the current and future Member.

7. Underage Persons

If you are under 18 or considered as underage by law or do not have the legal ability to contract or are unable to be legally responsible, using Card gives rise to legal obligations or responsibilities. You should not provide any personal information under these Terms of Use and you are not be allowed to use Card. If you wish to access and browse Card, you must seek the approval of your parent or guardian in respect the legal implications of these Terms of Use and the consequences. Sinopec assumes that all users of Card are of legal age. Sinopec is not obliged to verify your age but if any user is found underage, Sinopec reserves the right to take action against such Member or his/her parents/guardian including cancelling your membership registration.

8. Termination of Agreement

Sinopec may suspend or terminate this Agreement or revoke or limit any or all of the rights and privileges offered to the User at any time without notice or legal liability. Termination may result from Members' fraudulent or unauthorized use of Card.

9. Legal Liability Limitation Clause

There may be incorrect material or typesetting errors. No implied or expressed guarantee is given by Sinopec. Sinopec does not guarantee the accuracy, reliability, completeness or timeliness of Card or any Material contained. Sinopec does not guarantee the following: Sinopec shall not be liable for any costs if repair or replacement of equipment or data is needed due to your use of certain website materials. As far as the law permits, Sinopec or any other third party in Card Program shall not liable for the losses or damages (including but not limited to accidental damage, indirect damage, loss of profits, or interruption of loss of data or business) caused by any use or inability to use the Card or Materials, or any failure, error, omission, interruption, deletion, defect, delay in operation or transmission, theft, , regardless of whether Sinopec has been informed of the possibility of such damage.

Third party content, products and services may be provided in the Card, including advertising and promotion (collectively referred to as "Third Party Content"). As far as Third Party Content is concerned, Sinopec does not control, endorse or adopt any of the applications or information contained therein, and does not guarantee its accuracy or completeness. You agree and accept that Sinopec is not responsible or liable for Third Party Content, including but not limited to updating or approving Third Party Content or any part thereof. Sinopec is not responsible or liable for The Third Party Content and any Content posted on, including but not limited to any fallacy,

error, omission, infringement, defamatory statement, lie, or otherwise may be an offence or may result in a claim or complaint. You agree to use the Third Party Content at your own risk. If you use other applications or participate in promotions or conduct business transactions with the third party providing the Third Party Content, you understand that the terms and policies of such third party shall apply and become binding on you.

10. Compensation

You hereby agree to indemnify, defend and hold harmless Sinopec and/or its affiliates, officers, agent, co-brand owners or other partners and employees from losses arising out of any compensation claim, proceedings, damages, injury, debt, loss, costs and expenses (including reasonable legal costs and expenses) arising from on in relation to your breach of any of these Terms of Use or illegal act.

11. No Waiver

Sinopec's failure or delay in exercising any right or power under this Agreement shall not in any circumstances impair any right or power nor operate as a waiver of it.

12. Assignment

Sinopec may assign its rights and obligations under this Agreement. You may not assign your rights and obligations under this Agreement.

13. Entire Agreement and Severability

These Terms of Use shall constitute the entire understanding and agreement between Sinopec and User and supersedes all prior or contemporaneous proposals or agreements of any kind. If any single provision or number of provisions in these Terms of Usage in any case, in any respect, for any reason, is judged to be invalid, illegal or unenforceable, the effectiveness, legality and enforceability of the provision or condition in any other respect, and the effectiveness, legality or enforceability of the remaining provisions of these provisions and conditions, will not be affected in any respect. Clause headings are provided for reference purposes only to assist in understanding these Terms of Usage. They are not intended to define, or limit the scope or extent of any clause. All disputes are subject to the final decision of Sinopec.

14. Applicable Law and Dispute Resolution

These Terms of Use shall be interpreted according to the laws of Singapore and be governed by Singapore laws. You agree to submit to the jurisdiction of Singapore courts for any disagreement, dispute or claim between Sinopec and you.