

## TERMS OF USE

### 1. E-Visitor Authentication (EVA) API Obligations

1.1. This Clause 9 specifies additional terms that apply to the use of the E-Visitor Authentication APIs (the “EVA API”).

1.2. Hotels shall only use the EVA API to automate the authentication of the immigration status of hotel guests (excluding Singapore Citizens and Permanent Residents) in Singapore as part of the hotel check-in process. The EVA API shall only be used as part of a self-check-in solution (e.g. mobile application or physical kiosk) that is equipped with facial recognition technology to verify the identity of guests by matching the face of each guest against the passport photograph of the guest. After identity verification has been performed, hotels shall, through the EVA API, immediately send the self-check-in data to ICA for a back-end check of the immigration status of the guests in Singapore.

1.3. Hotels shall ensure that the facial recognition technology adequately matches each guest’s physical facial features against the guest’s passport photograph. The verification of the guest’s identity must take place at the point of check-in to the hotel within the hotel premises at which the guest has sought accommodation, and before the guest is allowed to occupy a guestroom in the hotel premises. To avoid doubt, in the event that a guest’s physical facial features do not match the guest’s passport photograph, the hotel must refuse to allow the guest to occupy any guestroom in the hotel.

1.4. As part of the EVA API integration, hotels shall obtain the explicit and genuine consent of guests for their personal data to be collected, used, disclosed and stored by STB and the Singapore Immigrations & Checkpoints Authority (ICA) for the purposes of guest authentication required under the Hotels Licensing Regulations, Immigration Act and National Registration Regulations.

1.5. Hotels shall take all reasonable measures to ensure that the data collected as part of the self-check-in solution is protected against loss or damage (whether accidental or otherwise), and against unauthorised access, use, modification, disclosure or other misuse. Hotels shall comply with all applicable laws in relation to personal data (including, without limitation, any restrictions against cross-border transfer of personal data). Hotels shall immediately notify STB upon becoming aware of a breach of this Clause 9.5. Hotels agree that STB shall have the right (in addition to and without prejudice to all other remedies available, including the right to claim damages) to suspend or terminate access to and use of all or part of the API, until the data breach has been resolved.

1.6. Hotels shall submit all necessary information as may be required by STB in connection with applications for the EVA API. Hotels warrant that any information which you have provided in order to obtain the API is accurate and complete for the duration of your access and/or use of the API. In the event of any inaccurate, false or misleading information submitted for purposes of such application, hotels agree that STB shall have the right (in addition to and without prejudice to all other remedies available, including the right to claim damages) to forthwith suspend or terminate access to and use of all or part of the API.

1.7. STB reserves the right, without prior notice and without liability to any party, to reject a hotel’s application for the EVA API without having to provide any reason for such rejection, and/or to limit, suspend, deactivate or terminate access to the EVA API if a hotel is in breach of these Terms of Use or otherwise in STB’s sole and absolute discretion at any time and without assigning any reason.

1.8 Any discovered security breaches of the self check-in solution that uses the EVA API, must be reported to STB immediately. You agree that STB shall have the right (in addition to and without prejudice to all other remedies available, including the right to claim damages) to forthwith suspend

or terminate your access to and use of all or part of the EVA API, until the security breach has been resolved.

1.9. You:

(a) acknowledge and agree that STB may amend the EVA API Guidelines at any time and from time to time by updating the TIH developer portal;

(b) shall be responsible for checking the developer portal for amendments to the EVA API Guidelines, and shall be bound by all amendments to the EVA API Guidelines published on the developer portal or otherwise notified to you; and

(c) shall make all necessary modifications to the EVA API and all of your applications linked through the EVA API to ensure adherence to the EVA API Guidelines at all times.

(d) shall conduct the necessary User Acceptance Testing (UAT) where there are changes to the self-check-in solution that affects the EVA API integration or/and modifications to the EVA API.

1.10. Hotels shall comply with all lawful requests of regulatory authorities having jurisdiction over personal data protection, hotels, immigration and/or law enforcement.

1.11. If STB is of the opinion that you are in breach of this Clause 9, STB shall have the right to instruct you to (a) make all necessary modifications to the EVA integration and all its applications linked to the EVA API to ensure adherence to the EVA API Guidelines, and (b) take all necessary actions to comply with personal data requirements under any applicable laws, and you shall comply with such instructions.