

To

THE KEYSTONE

Booking Terms & Conditions

Version 1.0

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These Terms apply to bookings made via the Keystone booking form.

Issued by The Keystone (see Schedule 1).

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Introduction

These Booking Terms and Conditions (the “Terms”) govern your booking and occupation of furnished living spaces operated by The Keystone. The contracting entity that provides the Accommodation is identified by reference to the specific property booked and is set out in Schedule 1 (Keystone Entities). The relevant entity, together with its successors and permitted assigns, is referred to in these Terms as “The Keystone”.

By typing “accept” in the acceptance field of the Keystone booking form (the “Booking Form”) and submitting your booking, you (the “Occupant”) agree to be bound by these Terms, by the Rules and Regulations Governing Residence in The Keystone (Appendix A), by any Property Rules applicable to your specific Accommodation, and by the booking details captured by the Booking Form (collectively, the “Booking”).

If your Booking is made under a third-party partner agreement (including via a promotional code issued under such an agreement), the conflict provisions in Clause 26 (Partner Agreements) apply.

These Terms are written in English. Words importing one gender include all genders. Words in the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.

1. Acceptance and Formation of Agreement

1.1 Acceptance.

The Occupant accepts these Terms by typing the word “accept” in the acceptance field of the Booking Form and submitting the Booking. The Occupant’s typed acceptance is the Occupant’s electronic signature and has the same legal effect as a handwritten signature in accordance with the Electronic Transactions Act 2010 of Singapore.

1.2 Offer and confirmation.

The Occupant’s acceptance and submission of the Booking constitutes an offer to The Keystone. A binding agreement is formed only when The Keystone issues a written confirmation of the Booking to the email address provided by the Occupant in the Booking Form. If The Keystone does not confirm the Booking (including where the Accommodation is unavailable), no agreement is formed and any sums received from the Occupant in respect of the unconfirmed Booking shall be refunded in full without interest.

1.3 Version accepted.

The Occupant is bound by the version of these Terms displayed on the Booking Form at the time the Occupant types “accept”. The Keystone shall record the version number, the Effective Date of that version, the date and time of acceptance, and a copy of the Booking Form for evidentiary purposes.

1.4 Renewal.

Renewal or extension beyond the End Date requires a fresh Booking and acceptance of the version of these Terms in force at the time of the renewal Booking.

2. Definitions and Interpretation

In these Terms, the following defined terms have the meanings set out below.

2.1 “Access Devices”

means the access cards, physical keys, fobs, security tokens, and any other mechanism provided by The Keystone to the Occupant for access to the Accommodation or the Property.

2.2 “Accommodation”

means the designated furnished living space at the Property allocated to the Occupant under the Booking, including any common areas and facilities that the Occupant is entitled to use in common with other occupiers.

2.3 “Agreement”

means these Terms together with the Booking, Appendix A (Rules and Regulations), any Property Rules, and Schedule 1, collectively.

2.4 “Booking”

means the booking submitted by the Occupant via the Booking Form, including all booking details captured therein (such as Occupant details, Accommodation, Start Date, End Date, License Fee, License Security Deposit, and Payment Schedule). A Booking becomes binding on the parties only upon The Keystone’s written confirmation under Clause 1.2.

2.5 “Booking Form”

means the online booking form made available by The Keystone via its website, including the acceptance field referred to in Clause 1.1.

2.6 “Check-in Time” and “Check-out Time”

have the meanings given in the Booking, or, in the absence of express specification in the Booking, 2:00pm (Singapore time) on the Start Date and 12:00pm (noon, Singapore time) on the End Date respectively.

2.7 “Due Date”

means each due date specified in the Payment Schedule.

2.8 “Effective Date”

means the date stated as the Effective Date of the relevant version of these Terms.

2.9 “End Date”

means the end date of the Term as specified in the Booking.

2.10 “GST”

means the goods and services tax chargeable under the Goods and Services Tax Act 1993 of Singapore at the prevailing rate (which, at the Effective Date, is 9%).

2.11 “Inventory List and Handover Form”

has the meaning given in Clause 15.1.

2.12 “License Fee”

means the amount specified as the License Fee in the Booking, exclusive of GST and any other applicable taxes, charges, or fees.

2.13 “License Security Deposit”

means the refundable security deposit specified in the Booking.

2.14 “Occupant”

means the person who accepts these Terms via the Booking Form and, where the Booking lists a Partner, includes the Partner pursuant to Clause 4.

2.15 “Other Keystone Properties”

means any property managed or operated by The Keystone or by an affiliate of The Keystone, other than the Property.

2.16 “Partner”

means a person identified in the Booking Form as the Occupant’s partner and permitted to occupy the Accommodation together with the Occupant.

2.17 “Payment Schedule”

means the schedule of payments specified in the Booking, including the License Fee, License Security Deposit, GST, and any other sums payable.

2.18 “Property”

means the building at the address specified in the Booking in which the Accommodation is located.

2.19 “Property Rules”

means any rules, notices, or guidelines specific to the Property notified by The Keystone to the Occupant from time to time, including the Residential Guide and any notices affixed within the Property.

2.20 “Residential Guide”

means the guide issued by The Keystone to occupants from time to time, containing operational information about the Property and how The Keystone may be contacted, as made available by The Keystone.

2.21 “Rules and Regulations”

means the Rules and Regulations Governing Residence in The Keystone set out in Appendix A.

2.22 “Schedule 1”

means Schedule 1 (Keystone Entities) to these Terms.

2.23 “Start Date”

means the start date of the Term as specified in the Booking.

2.24 “Term”

means the duration of the Occupant’s occupation of the Accommodation, from the Start Date to the End Date.

2.25 “The Keystone”

means the Keystone entity identified in Schedule 1 as the operator of the Property in which the Accommodation is located, together with its successors and permitted assigns.

3. Nature of Relationship

The Occupant occupies the Accommodation only as an occupier under a license for personal accommodation. The Occupant acquires no estate, right, title, or interest in the Accommodation, the Property, or any Other Keystone Properties, whether by way of tenancy, lease, easement, or otherwise. No tenancy and no leasehold interest is created by these Terms or by the Booking.

The Occupant acknowledges that the rights granted under these Terms are personal to the Occupant, are non-exclusive in respect of the common areas and facilities, and are subject to The Keystone’s right of entry under Clause 13.

4. Capacity, Authority and Partner Binding

4.1 Capacity.

The Occupant warrants that the Occupant is at least 18 years of age, has full mental capacity, and is not subject to any legal restriction that would prevent the Occupant from entering into these Terms.

4.2 Authority to bind Partner.

Where the Booking Form lists a Partner, the Occupant warrants that the Occupant has the Partner’s authority to bind the Partner to these Terms. The Occupant and the Partner shall be jointly and severally liable for all obligations of the Occupant under these Terms, including the License Fee, License Security Deposit, damage to the Accommodation, and any penalties or fines.

4.3 Acceptance by Partner.

The Partner shall be deemed to have accepted these Terms upon the Partner's occupation of the Accommodation, and continued occupation by the Partner shall constitute the Partner's ongoing acceptance.

4.4 Minors.

Where the Occupant proposes to occupy the Accommodation with any person under the age of 18, the Occupant must notify The Keystone in writing in advance and obtain The Keystone's prior written approval. The Occupant shall be responsible for the conduct, supervision, and safety of any such minor at all times.

5. License for Accommodation

The Occupant acknowledges that the Occupant occupies the designated areas of the Accommodation only as an occupier and that the Occupant acquires no estate, right, or interest in the Accommodation, and that The Keystone may exercise a right of entry for inspection, repair, or cleaning purposes at all reasonable times and for that purpose may hold a key, card, or related mechanism for access to the Accommodation.

6. Term

6.1 Duration.

The Term of this Agreement shall be for the duration specified in the Booking.

6.2 Check-in and Check-out.

The Occupant may take possession of the Accommodation from the Check-in Time on the Start Date. The Occupant must vacate the Accommodation by the Check-out Time on the End Date.

6.3 Holding Over.

If the Occupant fails to vacate the Accommodation by the Check-out Time without prior written agreement from The Keystone, the Occupant shall be liable to pay a late penalty fee of SGD 50 per hour of delay (or part thereof). The total holding-over penalty payable shall not exceed the higher of (a) one full night's License Fee and (b) SGD 200. The Keystone reserves the right to treat any possessions left behind after the Check-out Time as abandoned and may dispose of them as it sees fit without liability to the Occupant.

6.4 Extension.

If the Occupant wishes to occupy the Accommodation beyond the Term, the Occupant may do so only subject to a fresh Booking and fresh acceptance of the Terms in force at the time of that fresh Booking.

7. License Fee

The License Fee for the Accommodation is for the entire Term. The License Fee is payable in accordance with the Payment Schedule. For occupation of one month or less, the full License Fee is due immediately upon demand or prior to check-in. For occupation exceeding one month, the License Fee is payable in accordance with the Due Dates set out in the Payment Schedule.

In addition to the License Fee and other sums payable under these Terms, the Occupant agrees to pay GST and any other applicable value-added or similar taxes on such payments. All payments shall be made in the currency specified in the invoice. The Occupant shall bear all administrative fees, bank charges, transaction costs, credit card fees, and foreign exchange charges, if applicable.

The Occupant acknowledges and agrees that, save as expressly provided in Clause 9 (Cancellation), Clause 18 (Termination Due to Destruction), and Clause 20 (Force Majeure), no refund of the License Fee, in full or in part, will be made if the Occupant decides to vacate earlier than the End Date, if the Occupant does not fully occupy the Accommodation during the Term for any reason, or if the Occupant breaches these Terms leading to a premature termination. The treatment of the License Security Deposit is governed by Clause 8.

If the Occupant fails to pay the License Fee or any other sums payable under these Terms by the respective Due Date, the Occupant shall be liable to pay (a) an immediate late administration fee of SGD 100, and (b) simple interest of 1.5% per month on the outstanding principal sum (being the unpaid License Fee or other sum due, excluding the late administration fee in (a)) from the Due Date until the payment is received in full by The Keystone.

8. License Security Deposit

8.1 Refund timeline.

The License Security Deposit is refundable by bank transfer or such other mode of payment to the Occupant's designated bank account, subject to the Occupant's full compliance with these Terms and a satisfactory handover inspection. The refund timeline shall be within one (1) calendar month from the End Date (to allow for finalisation of utility bills and damage assessment).

8.2 Deductions.

The Keystone is entitled to deduct from the License Security Deposit all reasonable costs incurred to remedy any breach of these Terms, including but not limited to:

- (a) repairing damage to the Accommodation or common areas (fair wear and tear excepted);
- (b) replacement of lost or damaged Access Devices;
- (c) professional cleaning fees if the Accommodation is left in an unsanitary condition;
- (d) outstanding License Fees, utility charges, or unpaid penalties or fines; and
- (e) administrative fees and bank charges associated with the processing of the refund.

8.3 Renewal.

Should the Occupant make a fresh Booking for a renewal term, the Occupant may carry forward the License Security Deposit to the new term and must top up any shortfall if the License Fee or deposit requirement has increased.

8.4 Forfeiture.

The Occupant must provide the necessary bank details for the refund. If the Occupant fails to provide these details within two (2) calendar months from the End Date despite reasonable reminders, The Keystone shall be entitled to forfeit the License Security Deposit in full.

9. Cancellation

9.1 Cancellation by the Occupant before the Start Date.

The Occupant may cancel the Booking before the Start Date by written notice to enquiries@thekeystone.sg. The following refund applies to the License Fee paid (the License Security Deposit is refundable in full in each case):

- (a) if notice is received 30 or more days before the Start Date: 100% refund of the License Fee paid;
- (b) if notice is received between 14 and 29 days (inclusive) before the Start Date: 50% refund of the License Fee paid;
- (c) if notice is received less than 14 days before the Start Date: no refund of the License Fee paid.

9.2 Cancellation by The Keystone before the Start Date.

The Keystone may cancel the Booking before the Start Date if the Accommodation becomes unavailable or for any other operational reason. In such case, The Keystone shall refund the License Fee paid and the License Security Deposit in full, and shall have no further liability to the Occupant.

9.3 Cancellation after the Start Date.

Cancellation after the Start Date is governed by Clause 16 (Termination and Yielding Up), Clause 17 (Breach of Agreement), Clause 18 (Termination Due to Destruction), and Clause 20 (Force Majeure).

9.4 Form of notice.

Notice of cancellation by the Occupant must be in writing by email to enquiries@thekeystone.sg and is effective only upon The Keystone's written acknowledgement.

10. Neighbourly Behaviour

Singapore is one of the most crowded cities in the world, with people of different races, religions, and customs living very close together. The quiet hours in all residential areas of Singapore are between 10:30pm and 7:00am every day. Neighbours can contact the police if noise is excessive or

lights are too bright, and the police have strong powers of enforcement. Foreigners who have a police record may find it difficult to travel or have employment or internship opportunities.

To maintain the peaceful nature of The Keystone neighbourhood, and to protect the Occupant from receiving a police record, The Keystone possesses the right to terminate this Agreement immediately and/or impose a fine (the proceeds of which are used to offset costs incurred in relation to the incident, with any excess donated to a charity of The Keystone's choice) if the Occupant does anything in or about the Accommodation, the Property, or any Other Keystone Properties which is illegal or, in The Keystone's absolute opinion, is noxious, offensive, audibly or visually a nuisance, or which interferes with the orderly operation of the Property or any Other Keystone Properties. Such acts include consuming alcohol in a manner breaching the Liquor Control (Supply and Consumption) Act 2015 of Singapore, using illegal substances, or being in the Accommodation or any Other Keystone Properties whilst excessively intoxicated.

Notwithstanding the right of immediate termination above, The Keystone operates on a system of neighbourly behaviour based on a Three Strikes Rule (see Appendix A).

11. Permitted Use of Accommodation

11.1 Permitted use.

The Occupant may only use the Accommodation for private residence. The Occupant shall not assign, sublet, or part with possession of the Accommodation to any third party, shall not allow any third party to stay in the Accommodation for more than 72 hours at any time, and shall not use the Accommodation, in the absolute discretion and opinion of The Keystone, for any illegal, immoral, or commercial activity. The Occupant shall be fully responsible for any damage to the Accommodation caused or contributed to by the Occupant, the Partner, the Occupant's visitors, or any other such persons, lawfully or otherwise.

11.2 Breach penalty.

If the Occupant breaches Clause 11.1, in addition and without prejudice to the damages the Occupant shall be liable to The Keystone under these Terms and at law, the Occupant shall pay to The Keystone a penalty that may be reasonably imposed by The Keystone at the time, including without limitation, a penalty equivalent to the applicable short-term rental rate for the duration of the unauthorised stay multiplied by the number of unauthorised users of the Accommodation.

12. Abide by Rules

The Occupant agrees to comply with and abide by these Terms, the Rules and Regulations (Appendix A), any Property Rules notified by The Keystone applicable to the specific Property, the Residential Guide, official communications from The Keystone, and any notices affixed within the Property at all times. These documents form part of this Agreement.

13. Exclusion of Liability

The Occupant agrees that The Keystone is not liable for any damage, injury, or loss resulting from any act or omission of any other occupiers or any other person in the Property (whether lawfully or not). Any damage to or loss of the Occupant's possessions in the Accommodation shall be at the Occupant's sole risk. The Occupant is advised to obtain contents insurance covering the Occupant's personal property. Provided that The Keystone has made all reasonable and timely effort to correct the issue, The Keystone shall not be liable for:

13.1 any malfunction, breakdown, interruption, or failure in relation to the supply of services to the Accommodation and the common areas or facilities, or in relation to the electrical or fire equipment or any other plant, equipment, or machinery in or serving the Accommodation and the common areas or facilities; and

13.2 any accident, damage, or malfunction affecting the Accommodation and the common areas or facilities including, without limitation, any blocked drains, pipes, or conduits, any overflow of water, or any break in wires or cables.

13.3 Limits on exclusion.

Nothing in this Clause excludes or limits The Keystone's liability for (a) death or personal injury caused by The Keystone's negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability which cannot lawfully be excluded or limited under the laws of Singapore (including, where applicable, the Unfair Contract Terms Act 1977 of Singapore).

14. Right of Entry

The Keystone may enter the Accommodation without notice to the Occupant if The Keystone decides that there is an emergency or if there is in The Keystone's opinion a breach of these Terms by the Occupant, but otherwise at all reasonable times during the day, for any one of the following purposes:

14.1 maintain or repair the Property;

14.2 maintain, repair, or alter the services;

14.3 investigate any allegation of a breach by the Occupant;

14.4 subject to prior notice to the Occupant, inspect the Accommodation; and

14.5 subject to prior written notice to the Occupant, show the Accommodation to prospective occupiers and/or their representatives.

15. Inventory

15.1 Inventory check.

At the commencement of the Term, The Keystone may provide an Inventory List and Handover Form. If an Inventory List and Handover Form is not issued, the parties will rely on their

respective records of the condition of the Accommodation at the start of the Term. The Occupant must report any missing or defective items within one (1) working day of the Start Date. Failure to do so shall constitute an acknowledgement that all items (including furniture, fittings, and appliances) are present and in good working condition.

15.2 Responsibility for Access Devices.

The Occupant acknowledges receipt of Access Devices for the Accommodation. The Occupant is strictly responsible for their safekeeping and must not duplicate them or part with possession of them to any third party.

15.3 Replacement fees.

The Occupant agrees that the loss or damage of Access Devices (if issued) will incur the following replacement fees (inclusive of administrative costs), which are payable immediately on demand or deductible from the License Security Deposit:

- (a) lost Access Card: SGD 50 per card;
- (b) lost physical key: SGD 50 per key;
- (c) lock replacement: in the event a lost key requires the changing of the door lock for security reasons (at The Keystone's sole discretion), the Occupant shall bear the full cost of the locksmith and lock hardware (minimum SGD 100); and
- (d) emergency lockout: if the Occupant requires The Keystone to provide access due to being locked out outside of office hours, a call-out fee of SGD 100 shall apply.

15.4 General damages.

For all other items in the Accommodation and/or on the Inventory List, the cost of repair or replacement (fair wear and tear excepted) shall be chargeable to the Occupant as per the actual cost incurred by The Keystone.

16. Termination and Yielding Up

On the expiry or termination of the Term:

16.1 the Occupant must vacate the Property and remove all of the Occupant's possessions from the Accommodation, leaving the Property in the same condition as at the start of the Term and/or as stated or described in the Inventory List and Handover Form. The Keystone may treat the Occupant's possessions as abandoned and deal with them in any manner The Keystone sees fit if the Occupant has not removed them by the expiry of the time when the Occupant is entitled to access to remove them; and

16.2 the Occupant must return to The Keystone all Access Devices.

17. Breach of Agreement

If the Occupant breaches any of these Terms or the Rules and Regulations (Appendix A) or any notices affixed within the Property:

- 17.1** The Keystone may give the Occupant written notice requiring the Occupant to rectify the breach or default within a period specified by The Keystone in such notice, being not less than seven (7) days save in the case of serious, repeated, or non-rectifiable breaches (in which case immediate termination is permitted). If the Occupant does not rectify the breach or default within the period specified, The Keystone may terminate this Agreement by re-entry;
- 17.2** the Occupant agrees to indemnify The Keystone in respect of any liability or loss arising from, and any costs, charges, and expenses incurred in connection with, any of the Occupant's breach or default of these Terms and any re-entry or termination of this Agreement by The Keystone; and
- 17.3** there shall be no refund of the License Fee paid, and The Keystone reserves the right to set off or withhold the License Security Deposit for any damages incurred.

18. Termination Due to Destruction

If during the Term the Accommodation is damaged or destroyed, or any of the services disrupted, so as to become, in The Keystone's opinion, unfit for habitation or use, The Keystone may terminate this Agreement forthwith. On such termination, The Keystone shall refund the unused portion of the License Fee on a pro-rated basis and shall refund the License Security Deposit in full, subject to deductions properly made under Clause 8.2. For the avoidance of doubt, the Occupant will not be entitled to a return of the License Fee paid if the damage or destruction is caused by any act, omission, default, or negligence of the Occupant, in which case Clause 17 (Breach of Agreement) shall apply.

Where the event giving rise to the Accommodation becoming unfit for habitation or use is also a Force Majeure Event (as defined in Clause 20), this Clause 18 shall apply in priority to Clause 20.

19. Relocation

In circumstances where the Accommodation may require non-routine repairs, upgrades, or government fitness inspections, The Keystone has the right by written notice of not less than seven (7) days to offer to relocate the Occupant to an alternative Keystone accommodation. The relocation shall be at the same License Fee rate as the original Accommodation, save that the Occupant and The Keystone may agree in writing to a different rate (for example, where the alternative accommodation is of a materially different type or size).

If the Occupant accepts the relocation, the new accommodation shall be indicated as an addendum to this Agreement and all other terms shall remain applicable and enforceable, and the Occupant shall deliver to The Keystone vacant possession of the original Accommodation upon expiry of the relocation notice.

If the Occupant does not accept the relocation by written notice to The Keystone within the relocation notice period, the Occupant may terminate this Agreement by such written notice. On

such termination, The Keystone shall refund the unused portion of the License Fee on a pro-rated basis and shall refund the License Security Deposit in full, subject to deductions properly made under Clause 8.2.

20. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay is caused by an event beyond that party's reasonable control, including without limitation: acts of God, fire, flood, earthquake, epidemic or pandemic, war, terrorism, civil disturbance, governmental order or restriction (including stay-home or quarantine orders), failure of public utilities, or compulsory closure of the Property (each, a "Force Majeure Event").

If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, either party may terminate this Agreement by written notice. On such termination, The Keystone shall refund the unused portion of the License Fee on a pro-rated basis and shall refund the License Security Deposit in full, subject to deductions properly made under Clause 8.2.

21. Marketing Consent

The Keystone conducts events and activities with its residents and takes photographs and media of residents from time to time. The Occupant consents to grant permission to The Keystone to use such photographs and media for marketing and advertising purposes through The Keystone's social media, website, and communication channels. The Occupant retains the right to opt out and to request that photographs and media containing the Occupant's image be taken down by The Keystone by communicating that intent to enquiries@thekeystone.sg. The Keystone shall act on any such request within thirty (30) days of receipt.

22. Personal Data Protection Consent

In compliance with the Personal Data Protection Act 2012 of Singapore (the "PDPA"), The Keystone seeks the Occupant's consent to collect, use, and disclose the Occupant's personal data (including name, passport or other relevant identification number, contact telephone number, mailing address, email address, and such other information as may be necessary) for the purposes of: administering the Booking and these Terms; managing the Occupant's occupation of the Accommodation; complying with legal, regulatory, and operational requirements; and disclosing such personal data to affiliated entities of The Keystone and to third-party service providers and agents engaged for these purposes (the "PDPA Purposes").

The Keystone respects the Occupant's privacy and shall keep the Occupant's personal data securely in accordance with the PDPA. The Occupant's personal data shall be retained for the duration of the Term and for a period of three (3) years after the End Date, except where a longer retention period is required by law or for the establishment, exercise, or defence of legal claims. Personal data may

be transferred outside Singapore to The Keystone's affiliates and service providers, in which case The Keystone shall ensure a standard of protection comparable to that under the PDPA.

The Occupant may withdraw consent to the PDPA Purposes (in whole or in part) by written notice to dpo@thekeystone.sg. The Keystone shall act on any such withdrawal within a reasonable period and shall inform the Occupant of any consequences (including any inability to continue providing the Accommodation). The Keystone's appointed Data Protection Officer may be contacted at dpo@thekeystone.sg.

In the event of a data breach affecting the Occupant's personal data, The Keystone shall notify the Occupant and the Personal Data Protection Commission in accordance with the PDPA.

23. Intra-Community Information Sharing Consent

The Keystone may share the location and email addresses of Occupants with fellow occupants to facilitate intra-community communications. The Occupant consents to The Keystone's use of the aforementioned information for the aforementioned purposes. The Occupant retains the right to opt out and to request that the Occupant's details be taken down by The Keystone by communicating that intent to enquiries@thekeystone.sg.

24. Noise Monitoring and CCTV Surveillance

24.1 CCTV Surveillance.

The Occupant acknowledges that Closed-Circuit Television (CCTV) cameras are in operation in the common areas of the Property (including but not limited to hallways, lobbies, entrances, and facility areas) for the purposes of security, crime prevention, and the safety of all residents. By accepting these Terms, the Occupant consents to the recording and storage of such footage. The Keystone reserves the right to use such footage for investigating breaches of these Terms, security incidents, or illegal activities, and to share such footage with law enforcement authorities if required.

24.2 Noise Monitoring.

The Accommodation may be equipped with a noise monitoring device that monitors the environment inside the Accommodation (including noise levels, temperature, and motion) to ensure occupants have a pleasant stay and that neighbours are not disturbed. The device is camera-free and only measures decibel levels without recording conversations. The Occupant may receive automated messages and/or calls from devices when the noise levels at the Accommodation exceed 70 to 80 decibels during quiet hours in Singapore.

24.3 Concerns.

If the Occupant has any concerns regarding these measures, the Occupant should contact community@thekeystone.sg.

25. Chargebacks

The Occupant agrees that the initiation of a chargeback, payment dispute, or reversal in respect of any payment made under these Terms shall not relieve the Occupant of the obligation to pay the License Fee or any other sums payable. The Keystone may set off any chargeback losses (including bank fees and administrative costs) against the License Security Deposit and pursue the Occupant for any shortfall.

26. Partner Agreements

If the Booking is made under a third-party partner agreement (including via a promotional code or corporate booking arrangement) between The Keystone and a partner organisation, and there is any conflict or inconsistency between these Terms and that partner agreement, the partner agreement shall prevail to the extent of such conflict or inconsistency. The Occupant's use of a partner promotional code constitutes the Occupant's acknowledgement of the existence of such a partner agreement. The Occupant should consult the partner organisation for the terms of the partner agreement.

27. Variation

The Keystone may issue updated versions of these Terms from time to time, each with its own Effective Date. The Occupant is bound by the version of these Terms displayed on the Booking Form at the time the Occupant types "accept", as recorded by The Keystone under Clause 1.3. An updated version applies only to (a) new Bookings made on or after its Effective Date, and (b) renewals or extensions made under Clause 1.4 on or after its Effective Date. The Keystone shall maintain a record of historical versions and their respective Effective Dates and shall make such record available to the Occupant on request.

28. Notices

Any notice to be given under these Terms shall be in writing and may be given by email. Notices to The Keystone shall be sent to enquiries@thekeystone.sg, save that notices in respect of personal data shall be sent to dpo@thekeystone.sg, and notices in respect of community matters shall be sent to community@thekeystone.sg. Notices to the Occupant shall be sent to the email address provided by the Occupant in the Booking Form. A notice given by email is deemed received twenty-four (24) hours after sending, provided that no bounce-back or delivery failure notification is received by the sender.

29. Assignment

The Keystone may assign, transfer, or novate any of its rights or obligations under these Terms to any entity within the Keystone group of companies (including any of the entities listed in Schedule 1) or to any successor entity, in each case on written notice to the Occupant. The Occupant may not

assign, transfer, or novate any of the Occupant's rights or obligations under these Terms without the prior written consent of The Keystone.

30. No Waiver

No failure or delay by The Keystone in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy, nor shall any single or partial exercise preclude any further exercise of the same.

31. Third-Party Rights

A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of these Terms. This Clause does not affect any right or remedy of a third party which exists or is available apart from that Act.

32. Governing Law and Jurisdiction

These Terms shall be governed by, and construed in accordance with, the laws of Singapore. The parties submit to the exclusive jurisdiction of the courts of Singapore in respect of any dispute arising out of or in connection with these Terms.

33. Entire Agreement

These Terms, together with the Booking, the Rules and Regulations (Appendix A), any Property Rules, and Schedule 1, constitute the entire agreement between the parties in respect of the subject matter and supersede all prior negotiations, representations, and agreements between them in respect of such subject matter, save that this Clause is subject to Clause 26 (Partner Agreements). Each party acknowledges that, in entering into these Terms, it has not relied on any statement, representation, or warranty other than those expressly set out in these Terms.

34. Survival

The expiry or termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of expiry or termination, including the right to claim damages in respect of any breach which existed at or before the date of expiry or termination. The following Clauses shall survive the expiry or termination of this Agreement and continue in force: Clause 7 (License Fee, in respect of sums accrued and due), Clause 8 (License Security Deposit), Clause 13 (Exclusion of Liability), Clause 16 (Termination and Yielding Up), Clause 17 (Breach of Agreement, including the indemnity in Clause 17.2), Clause 22 (Personal Data Protection Consent, in respect of retention obligations), Clause 25 (Chargebacks), Clause 28 (Notices), Clause 31 (Third-Party Rights), Clause 32 (Governing Law and Jurisdiction), Clause 33 (Entire Agreement), this Clause 34, and Clause 35 (Severability), together with any other provision which by its nature is intended to survive.

35. Severability

If any of these Terms is held to be unenforceable, invalid, or illegal for any reason, that provision shall to the extent permissible be severed, save and except that the remaining provisions shall remain in full force and effect to the extent applicable.

Appendix A — Rules and Regulations Governing Residence in The Keystone

Notwithstanding Clause 10 (Neighbourly Behaviour), The Keystone reserves the right to implement a three-strikes policy regarding errant behaviour occurring in the Accommodation, the Property, or any Other Keystone Properties, and/or complaints from neighbours during the quiet hours of 10:30pm to 7:00am daily. After receiving a complaint (errant behaviour or noise complaint), The Keystone will investigate both sides of the issue and reference the data from data sources (where applicable) to validate the issue, and if required, will issue a written warning and fine based on the Three Strikes Rule set out below. All fines collected will be used to offset costs from the incident management and excess amounts will be donated to a charity of The Keystone's choice.

Strike 1	Strike 2	Strike 3
First warning and possible fine of SGD 400 on the errant Occupant(s).	Second warning and possible fine of up to SGD 800 on the errant Occupant(s).	Final warning and possible eviction of the errant Occupant(s).

A.1 Undertakings

The Occupant must, at all times during the Term:

- (a) keep all floor coverings, walls, ceilings, windows (including glass), window treatments, doors, and all furniture, fixtures and fittings and household equipment within the Accommodation and/or Inventory List and Handover Form (as per Clause 15 of these Terms) in the same condition as they are at the commencement of this Agreement, except with respect to regular wear and tear;
- (b) keep all of the Occupant's personal property wholly within the confines of the Accommodation, or with The Keystone's consent and subject to The Keystone's direction, in the common areas and/or facilities;
- (c) keep all sanitary and water apparatus, electrical and gas installations of the Accommodation in good working order and not tamper with any of them;
- (d) keep the Accommodation, the common areas and facilities, the garden and drains in a clean and sanitary condition, free from blockage, dirt, oil, grease, and vermin;
- (e) notify The Keystone immediately in writing of any loss, damage, or defect at or within the Accommodation and the common areas and facilities, in no event later than one working day of the occurrence of any such loss, damage, or defect;
- (f) pay for all loss or damage to the Accommodation and the common areas and facilities that is caused or contributed to by any act, omission, or default of the Occupant or the Occupant's visitor;

- (g)** assist The Keystone in the fullest possible way in any insurance claim by The Keystone, if required;
- (h)** not commit any acts in violation of the laws of Singapore;
- (i)** hold and maintain a valid immigration pass or visa for the duration of the Term (where applicable), and notify The Keystone immediately of any change to the Occupant's immigration, residential, or student status, or if the Occupant withdraws from or suspends a course of study (where applicable);
- (j)** indemnify The Keystone against any loss, liability, costs, or expenses incurred or suffered by The Keystone, arising from or in connection with any damage to the Accommodation or the common areas and facilities, or any loss of or damage to anything in them or near them caused or contributed to by the Occupant's act, negligence, or default, or some danger created by the Occupant whether or not the existence of that danger was or ought to have been known to the Occupant; and
- (k)** remove any obstruction, or allow The Keystone to remove the same at the Occupant's cost without The Keystone being responsible to the Occupant for any loss or damage which may result from such obstruction.

A.2 Prohibitions

The Occupant must not, during the Term:

- (a)** do or permit to be done anything at or within, or bring or keep anything at or within the Accommodation, that may in any way invalidate, violate, or prejudice the conditions of the insurance policy The Keystone has in relation to the Accommodation and the common areas and facilities;
- (b)** do anything in or about the Accommodation, the common areas and facilities (notwithstanding any other consent given by The Keystone under these Terms) which is illegal or, in The Keystone's absolute opinion, is noxious, offensive, audibly or visually a nuisance, or which interferes with the orderly operation of the Accommodation or the common areas and facilities. Such acts include without limitation the consumption of alcohol in a disorderly manner in the common areas and/or facilities, use of illegal substances in the Accommodation or the common areas and/or facilities, or being in the common areas and/or facilities whilst excessively intoxicated;
- (c)** interfere with the services supplied to the Accommodation or otherwise carry out works which interferes with the services;
- (d)** obstruct access to or overload the services;
- (e)** tamper with the design elements of the Accommodation;
- (f)** use any method of heating, cooling, or lighting in the Accommodation or common areas and facilities other than those provided by The Keystone;
- (g)** use the facilities in or about the Accommodation and the common areas and facilities for any purpose other than that for which they were constructed;

- (h)** place anything in the toilets, basins, sinks, or drains which they were not designed to receive;
- (i)** make alterations or additions to the Accommodation and the common areas and facilities, or drive any nails or screws into or deface, or make holes in, or otherwise interfere with the walls, ceilings, floors, or woodwork of and in the Accommodation and common areas and facilities;
- (j)** keep any live animal or bird or pet at the Accommodation or encourage any stray pets or animals to reside within, or visit, the Accommodation;
- (k)** change any lock to the Accommodation or part with possession of the Occupant's key, card(s), or equivalent mechanism to the Accommodation;
- (l)** affix any signs or posters to any part of the Accommodation or to the interior or exterior of the common areas and facilities;
- (m)** wedge or otherwise force open the doors to and from the common areas and facilities; or
- (n)** threaten the safety or wellbeing or harass any other occupants or occupier(s) of the Accommodation or the common areas and facilities, whether verbally or in writing, or do any act which, in The Keystone's opinion, threatens the safety or wellbeing of any of them or their quiet use of the premises, the common areas and facilities, and the Accommodation.

Schedule 1 — Keystone Entities

The Keystone operates through one or more entities. The relevant contracting entity is determined by the Property in which the Accommodation is located, as set out below.

Entity Name	UEN	Property / Address
Homestead KS Pte. Ltd.	201536961M	95 Jalan Hitam Manis, Singapore 278505 (Multiple townhouses along Jalan Hitam Manis Street)
Keystone Accommodation A Pte. Ltd.	202337454N	118 Race Course Road, Singapore 218581
Keystone Accommodation B Pte. Ltd.	202405268W	257 River Valley Road, Singapore 238306
Keystone Accommodation Property Management Pte. Ltd.	202500847K	524 Kampong Bahru Road, Singapore 099455
Keystone Accommodation D Pte. Ltd.	202437593M	20 Cavan Road, Singapore 209851

Note: This Schedule is updated by The Keystone from time to time. The applicable contracting entity for your Booking is identified in your Booking confirmation.