

Singtel General Terms and Conditions of Services for Enterprise (“General Terms”)

1. Definition and Interpretation

1.1 In these General Terms, the following words and expressions shall have the following meanings:

"Account"	means any account of a Customer with the Service Provider with respect to the provision of any Service;
"Bill"	means any invoice issued by the Service Provider relating to any sum(s) due or payable to the Service Provider;
"Bill Entry"	means any amount, item, entry or matter stated in any Bill;
"broadcasting"	means the transmission of signs or signals, whether or not encrypted, comprising: any programme capable of being received, or received and displayed, as visual images, whether moving or still; any sound programme for reception; or any programme, being a combination of both visual image (whether moving or still) and sound for reception or reception and display;
"broadcasting equipment"	means any equipment used for the purpose of broadcasting or which facilitates broadcasting or the provision of any broadcasting service, and shall include any "broadcasting apparatus" as defined in the Broadcasting Act (Cap. 28);
"broadcasting licensee"	means a person to whom a licence has been granted under the Broadcasting Act (Cap. 28);
"broadcasting service"	means any service for broadcasting;
"broadcasting system"	means any system used, capable of being or intended to be used for broadcasting;
"corporation"	has the same meaning as defined in the Companies Act (Cap 50);
"Customer"	means any entity which applies or subscribes for or utilises any Service;
"Customer Agreement"	in relation to any Service, means the agreement between the relevant Service Provider and a Customer relating to such Service, which shall comprise: (i) the General Terms; (ii) any and all Specific Terms relating to such Service; (iii) the purchase order and/or statement of work (or equivalent document), in such form and content as may be prescribed by such Service Provider, executed by such Customer and accepted by such Service Provider, pursuant to which such Customer applies or subscribes for, and such Service Provider agrees to provide or make available to such Customer, such Service; and (iv) any other terms or conditions relating to the relevant Account or Service.
"Customer Group Corporation"	means the Customer and any and all of its related corporations and entities, partners, proprietors, members, and business owners (as applicable);
"Customer Information"	means, in relation to a Customer, all information which the Service Provider obtains as a result of such Customer's use of a Service provided by the Service Provider or in connection with any contract or agreement between that

"Customer Request"	Customer and the Service Provider, including any information (including opinions) which identifies or which relates to an individual, whether true or not; means any request, order or instruction of the Customer to the Service Provider (whether with respect to any Service or otherwise);
"eBill"	means the Electronic Bill Presentation and Payment service operated by Singtel;
"entity"	includes any association, partnership, firm or corporation or any governmental authority or department;
"EUT"	means any end user terms, including any end user licence agreement;
"Fees and Charges"	means fees, charges and/or rental in connection with the provision of any Service and set out in the relevant Customer Agreement, or as the Service Provider may determine and impose in accordance with Clause 3.1;
"Force Majeure Event"	means any event the occurrence of which the Service Provider is unable to control or avoid by the use of reasonable diligence, including but not limited to the failure, shortage or interruption of electrical power or supply or any equipment supplied by or any service provided by any supplier or service provider of the Service Provider or any other third party, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any Law, acts of war or terrorism (whether real or perceived), the defaults, omissions or actions of any telecommunication or broadcasting licensee in Singapore, inclement or extreme weather conditions and acts of God;
"Law"	means the laws of the Republic of Singapore and any jurisdiction having jurisdiction over the Customer, the Service Provider, any Service (or the use or provision thereof), any Singtel Equipment, any Singtel Software, the General Terms and/or any Customer Agreement (or any aspect thereof), including the Broadcasting Act (Cap. 28), the Spam Control Act 2007 (Cap. 311A), the Personal Data Protection Act 2012 (Act 26 of 2012), and the Telecommunications Act (Cap. 323), and all rules, orders, regulations, requirements, codes, guidelines and directions made thereunder, including the Code of Practice for Competition in the Provision of Telecommunications Services 2012, and the Code of Practice for Market Conduct in the Provision of Media Services.
"Liability"	means any and all claims, demands, losses, damages, costs (including legal costs on a full indemnity basis), expenses and other liabilities of any kind, whether at law, in equity or otherwise, and whether such liability is based on breach of contract, indemnity or warranty (express, implied or otherwise), or in tort (including negligence and breach of statutory duty) or otherwise;
"Liability Cap"	means, in relation to a Customer Agreement, the total of the Fees and Charges received by the Service Provider from the Customer under such Customer Agreement during: <ul style="list-style-type: none">(i) the 3 months immediately prior to the occurrence of the Relevant Event relating to such Customer Agreement; or(ii) (where less than 3 months has elapsed since the Service Provider first started providing any Service under such Customer Agreement) the term of such Customer Agreement prior to the occurrence of the Relevant Event relating to such Customer Agreement;

"Pre-Paid Fees"	means monies paid into an Account and credited to a Customer, from which Fees and Charges may be deducted at the time of accrual whether with or without the issue of any invoice relating to those Fees and Charges;
"Prescribed Rate"	means an interest rate of two (2) percent per month or such other rate as the Service Provider may determine and impose in accordance with Clause 3.1;
"related corporation"	has the same meaning as defined in the Companies Act (Cap. 50);
"Relevant Event"	means, in relation to a Customer Agreement, the first failure, breach, default or other event giving rise to any Liability on the part of the Service Provider under or relating to such Customer Agreement;
"Service"	means any telecommunications, broadcasting, information and communications technology, carriage or other service (including the supply, rental or installation of any Singtel Equipment and any other equipment and any service comprised in any Customer Request) offered or provided by any Singtel Group Corporation from time to time;
"Service Number"	means any number or alphanumeric symbols or characters assigned by any Singtel Group Corporation or selected by the Customer for the purpose of: <ul style="list-style-type: none"> (i) the provision to or utilisation by the Customer of any Service; and/or (ii) identifying the Customer for the purpose of or in relation to any Service, including any telephone number, mailbox or e-mail number or address, network user identity, password and circuit reference number;
"Service Provider"	in relation to any Service, means the Singtel Group Corporation which provides or makes available that Service to the Customer;
"Singtel"	means Singapore Telecommunications Limited and its successors;
"Singtel's Data Protection Policy"	means the data protection policy available on Singtel's website, as may be amended from time to time;
"Singtel Equipment"	means any equipment or thing owned, operated, installed and/or hired out by any Singtel Group Corporation (including, where the context so admits, any software installed therein or used by any Singtel Group Corporation in conjunction with the operation of such equipment or thing);
"Singtel Group"	means Singtel and all its related corporations;
"Singtel Group Corporation"	means any corporation within the Singtel Group;
"Singtel Intellectual Property"	means all patent, copyright, trademark and other intellectual property subsisting in any Service, any telecommunications or broadcasting system or equipment maintained or operated by any Singtel Group Corporation, any Singtel Equipment, and/or any Singtel Software;
"Singtel Software"	means any computer programme, software or other materials of a similar nature installed or provided by or on behalf of any Singtel Group Corporation for the purpose of using any Singtel Equipment or any Service and including any computer programme or software installed in any Singtel Equipment and/or in any telecommunications or broadcasting system or equipment maintained or operated by any Singtel Group Corporation;
"Specific Terms"	means the terms and conditions prescribed or imposed by a Service Provider with respect to the provision of any particular Service, including the specific terms and conditions agreed between the Customer and the Service Provider in connection with any application or subscription by that Customer for that Service;

"Taxes"	means all taxes (including goods and services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under any Law or on any Fees and Charges or payment due or payable to any Singtel Group Corporation by the Customer;
"telecommunications"	has the same meaning as defined in the Telecommunications Act (Cap. 323);
"telecommunications equipment"	means any equipment used for the purpose of telecommunications or which facilitates telecommunications or the provision of any telecommunication service, and shall include any "equipment" as defined in the Telecommunications Act (Cap. 323);
"telecommunication licensee"	has the same meaning as defined in the Telecommunications Act (Cap. 323);
"telecommunication service"	has the same meaning as defined in the Telecommunications Act (Cap. 323);
"telecommunications system"	has the same meaning as defined in the Telecommunications Act (Cap. 323); and
"Unlisted Service Number"	means a Service Number which the Service Provider has agreed with the Customer not to list or disclose (in the Singapore Phone Book or in any other directory, publication or otherwise).

- 1.2 The headings or titles to the Clauses in the General Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of the General Terms.
- 1.3 Where the context so admits, the singular shall include the plural.
- 1.4 Any reference in the General Terms to any provision shall be construed as a reference to the provision in the General Terms unless otherwise expressly stated.
- 1.5 References to any agreement or other document shall be construed as a reference to such agreement or other document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms, whether or not they are followed by such phrases or words of like import.
- 1.6 References to any laws, by-laws, legislation, statutes, rules, orders, treaties, regulations, requirements, codes of practice, guidelines and directions shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted, whether or not they are followed by such phrases or words of like import.
- 1.7 The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import, and "otherwise" shall not be construed as limited by words with which it is associated.
- 1.8 Any reference to any person shall be construed as a reference to such person's successors and permitted assigns, whether or not they are followed by such phrases or words of like import.

- 1.9 Any determination or specification that Singtel or the Service Provider may make, and any consent, agreement, approval or other authorisation that Singtel or the Service Provider may give, under any Customer Agreement, may be made or given in Singtel's or such Service Provider's sole and absolute discretion. Singtel or such Service Provider may conditionally or unconditionally give or withhold any consent, agreement, approval or other authorisation to be given by Singtel or such Service Provider under any Customer Agreement. Singtel and the Service Provider shall not be obliged to provide any reason or explanation for any of the foregoing. Without prejudice to the foregoing, any reason or explanation provided by Singtel or such Service Provider for any of the foregoing is for information only, shall not be binding on Singtel or such Service Provider, and does not constitute any representation, warranty or undertaking as to future action or otherwise.

2. **Application of General Terms**

- 2.1 The General Terms shall apply to each Service and are in addition to any Specific Terms applicable to such Service provided that:

2.1.1 in the event of any conflict or inconsistency between any provision of the Specific Terms and any provision of the General Terms or any conflict or inconsistency between any of the other terms comprising the relevant Customer Agreement, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favourable to the Service Provider to the extent of such inconsistency or conflict, subject always to such restrictions, limitations and prohibitions under any applicable Law as are or may become applicable;

2.1.2 only to the extent that such conflict or inconsistency cannot be so resolved, the provision of the Specific Terms shall prevail over the provision of the General Terms;

2.1.3 all rights conferred on the Service Provider under the General Terms with respect to any matter or event shall be additional to the rights conferred on the Service Provider under the Specific Terms or any other agreement with the Customer with respect to that matter or event; and

2.1.4 all rights and protections conferred on the Service Provider under the General Terms and Specific Terms with respect to any matter or event shall be for the benefit of each Singtel Group Corporation and may be relied upon and enforced by each Singtel Group Corporation.

- 2.2 These General Terms shall remain subject always to such terms, restrictions, limitations and prohibitions under any applicable Law as are or may become applicable.

3. **Payment Terms and Taxes**

- 3.1 The Service Provider may, subject to compliance with applicable Law, determine and impose Fees and Charges and the Prescribed Rate in respect of a Customer Agreement.

- 3.2 The Customer shall only be charged Fees and Charges in respect of Services that it has applied or subscribed for or has utilised. The Customer shall promptly pay the Service Provider all the Fees and Charges and any other sums due and payable to the Service Provider (including each and all sums and the total amount stated in any Bill to be due and payable to the Service Provider on any Account):
- 3.2.1 in accordance with Clauses 4.4 and 4.5 and without any set off, counterclaim, deduction or withholding whatsoever; and
- 3.2.2 immediately upon the demand of the Service Provider in the following cases:
- (i) where the Service is terminated either by the Service Provider or the Customer, or where the Service has, in the sole opinion of the Service Provider, been abandoned by the Customer;
 - (ii) where the Customer has failed to pay the Service Provider any amounts when due and payable; and/or
 - (iii) in relation to usage-based Fees and Charges, where the usage of the relevant Service by the Customer as indicated by the charges incurred is determined by the Service Provider to be significantly greater than the Customer's average use thereof.
- 3.3 The Customer shall, whenever requested by the Service Provider, deposit with the Service Provider such sums or such further or additional sums as may be requested by the Service Provider from time to time in respect of any Service. The Customer shall not require the Service Provider (and the Service Provider shall not be obliged) to apply any sum deposited with the Service Provider in payment of any Fees or Charges. A deposit does not relieve the Customer from its obligations to pay amounts to the Service Provider as they become due and payable, nor does it constitute a waiver of the Service Provider's right to suspend, disconnect, or terminate the Service (including due to non-payment of any sums due and payable). The Service Provider:
- 3.3.1 shall be entitled to retain all sums deposited by the Customer with the Service Provider for so long as any Service (notwithstanding that it may have been suspended) continues to be provided or made available or retained, or any obligation continues to be owed to the Service Provider, by the Customer;
- 3.3.2 may, at any time, utilise any or all the sums deposited with the Service Provider to settle any amount due, payable or owed to the Service Provider by the Customer; and
- 3.3.3 may, at its election and without any request or authorisation from the Customer, pay any or all such sums to any other Singtel Group Corporation for the account of the Customer to settle any sum due, payable or owed by the Customer to that other Singtel Group Corporation.
- 3.4 The Service Provider shall be entitled to charge the Customer interest at the Prescribed Rate on any outstanding amount due and payable to the Service Provider by the Customer, from the date when the amount had become due and payable to the date of actual payment thereof, and to debit any Account with respect to such interest.

- 3.5 The Service Provider may, at its discretion, at any time without the consent of the Customer transfer any debit or credit balance on any Account to any other Account (or to such account between the Customer and any other Singtel Group Corporation) and for such purpose to make such debit or credit entries as may be appropriate to each such Account.
- 3.6 The Customer shall bear and pay all Taxes. In particular, without limitation, goods and services tax will be calculated using the rate applicable for the date or period of the charge, save that the goods and services tax rate used for discounts and rebates will be based on the goods and services tax rate applicable to the original charge. More information about goods and services tax is available at the Inland Revenue Authority of Singapore website at www.iras.gov.sg.
- 3.7 If the Customer is required under any applicable Law to deduct or withhold any sum as Taxes in respect of any amount due or payable to the Service Provider, the Customer shall make such deduction or withholding as required and the amount payable to the Service Provider shall be increased by any such amount necessary to ensure that the Service Provider receives a net amount equal to the amount which the Service Provider would have received in the absence of any such deduction or withholding.
- 3.8 The following entities have assigned certain billing and collection functions to Singtel. You shall pay Singtel any amount that Singtel bills to you on their behalf. Singtel Mobile Singapore Pte Ltd (CRD 201012456C, GST Reg. No. MR-8500432-2)
- 3.8.1 SingNet Pte Ltd (CRN199802130W, GST Reg. No.19-9802130-W)
- 3.8.2 Telecom Equipment Pte Ltd (CRN 198904636G, GST Reg. No. M2-0089417-X)
- 3.8.3 NCS Communications Engineering Pte Ltd (CRN 199603123G, GST Reg. No.M2-8923655-4)
- 3.8.4 Singapore Telecom Mobile Pte Ltd (CRN 199406031E, GST Reg. No. MR-8500432-2)
- 3.8.5 Singapore Telecom Paging Pte Ltd (CRN 199406032R, GST Reg. No. MR-8500432-2)

4. Bills/Pre-Paid Fees and Charges

- 4.1 All Bills may be despatched by the Service Provider to the Customer:
- 4.1.1 by delivery or post to the address of the Customer:
- (i) appearing in any record of the Customer maintained by the Service Provider;
 - (ii) from which any communication by the Customer to the Service Provider was sent; or
 - (iii) otherwise last known to the Service Provider; or
- 4.1.2 where the Customer has signed up for eBill, by making available such Bill through eBill.
- 4.2 Any such Bill so despatched to the Customer shall be deemed to have been received by the Customer:
- 4.2.1 in the case of despatch by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address;

- 4.2.2 in the case of despatch by post, on the date and at the time when notice of the same is deemed to have been received by the Customer in accordance with clause 18.1.3; and
- 4.2.3 in the case of despatch by making available such Bill through eBill, on the date and at the time when notice of the same is deemed to have been received by the Customer in accordance with Clause 18.
- 4.3 The Customer shall, no later than 7 days after the date that such Bill is deemed to have been received, pursuant to Clause 4.2, by the Customer, promptly check and verify the accuracy of each Bill, and shall notify the Service Provider in writing of any error, inaccuracy or discrepancy with respect to any amount, item, entry or matter stated therein. The Customer shall promptly provide the Service Provider with all information and assistance reasonably requested by the Service Provider to investigate and verify any such assertion of the Customer. Upon the expiry of such 7-day period, each Bill shall, as against the Customer, be conclusive evidence of the truth and accuracy of each Bill Entry and the Service Provider may rely on each Bill as such, except to the extent of any Bill Entry which the Customer disputes in good faith in accordance with Clauses 4.4 and 4.5 below
- 4.4 The Customer shall, with respect to each Bill, pay the Service Provider the total amount shown or stated as due and payable to the Service Provider in that Bill within the period prescribed therein or, in the absence of any such period being prescribed, within 14 days after the date that such Bill is received, or deemed to have been received, pursuant to Clause 4.2, by the Customer. In the event that the Customer disputes any amount stated in any Bill in good faith and intends to withhold payment of the amount, the Customer must give the Service Provider a written notice of such dispute within the 7-days period specified in Clause 4.3 above and must state in such notice the grounds and reasons for such dispute. The Customer may withhold payment of the amount which is properly disputed in accordance with the process as described above in this Clause 4.4, pending resolution of the dispute as follows. On receipt of such notice (which shall be received by the Service Provider within the 7-days period specified in Clause 4.3 above), the Service Provider will conduct a complete and objective review of such dispute and provide a written response to the Customer within 30 days of its receipt of such written notice.
- 4.5 A Customer who:
- 4.5.1 pays a Bill, and subsequently chooses to dispute any Bill Entry; or
- 4.5.2 has an amount deducted from Pre-Paid Fees and subsequently chooses to dispute such deduction,
- must give the Service Provider a written notice of such dispute not later than one year from the date of such Bill or deduction of Pre-Paid Fees, as applicable, providing all necessary details of and reasons for the dispute and supported by documentary evidence. If the Customer serves such written notice, then the Service Provider will conduct a complete and objective review of such disputed Bill Entry and will provide a written response to the Customer within 30 days of its receipt of such written notice. Notwithstanding any provision in these General Terms to the contrary, the Service Provider's liability to the Customer in respect of a disputed deduction from Pre-Paid Fees shall not in aggregate exceed the amount of the deducted Pre-Paid Fees.
- 4.6 Any overpayment by the Customer with respect to any Bill Entry shall be credited by the Service Provider (without interest) to the relevant Account after the Service Provider has completed its investigations and is satisfied as to the error or inaccuracy of that Bill Entry.

4.7 The Service Provider shall be entitled to debit any Account for any sum which the Customer (or any person using any Service subscribed by or provided to the Customer) had through the use of such Service agreed to pay to any third party, including any fees or charges on a recurring basis, and which the Service Provider or any Singtel Group Corporation is authorised by such third party to collect on its behalf, and to pay the sum so debited to such third party.

4.8 The Service Provider may render a Bill in respect of Services monthly or at such other intervals or time after the Services have been rendered as the Service Provider may consider appropriate or convenient and in any event subject to any applicable Law.

4.9 Payments made without identifying the Bill and/or the Fees and Charges towards which such payments are to be applied, may be applied in such manner as the Service Provider deems appropriate.

5. **Customer Request**

5.1 The Service Provider shall not be obliged to implement any Customer Request in the absence of any express agreement or confirmation by the Service Provider to do so and the Service Provider's acknowledgement of the Service Provider's receipt of any Customer Request shall not constitute an agreement or confirmation by the Service Provider to implement the same.

5.2 Any Customer Request which the Service Provider has agreed or confirmed it would implement shall be implemented by the Service Provider subject to these General Terms, any Specific Terms relating thereto and such other terms as the Service Provider may stipulate, if any, and within such time or period as the Service Provider may determine having regard to the circumstances and the resources available, notwithstanding any time or period that may have been stipulated therefor by the Customer.

5.3 The Service Provider may impose such fees and charges as the Service Provider may determine in respect of any deferment or cancellation of a Customer Request. Any Customer Request which is expressed or intended to supersede an earlier Customer Request shall constitute a cancellation of the earlier Customer Request.

6. **Access to Premises and Charges for Attendance and Inspection**

6.1 The Customer shall, whenever required by the Service Provider, procure that the Service Provider's authorised personnel be permitted to enter any premises occupied or controlled by the Customer or any Customer Group Corporation at such time as may be specified by the Service Provider and to remain on such premises for such period as may be required:

6.1.1 to carry out any inspection, repair or testing of any Singtel Equipment and other equipment relevant to the provision of any Service and any inspection;

6.1.2 to check and verify the manner in which any Service (for the avoidance of doubt, including any Singtel Equipment supplied, rented out or installed by the Service Provider in relation to such Service) is being utilised by the Customer or any Customer Group Corporation and the compliance by the Customer with the General Terms, Specific Terms and all applicable Laws;

6.1.3 to install, collect, remove, maintain or replace any Singtel Equipment; and/or

6.1.4 for any other purpose required for the provision of the Service or compliance with any applicable Law,

and shall, while the Service Provider's authorised personnel remains at such premises pursuant to this Clause 6.1, provide or procure the provision of such utilities and space as may be necessary, and ensure a safe working environment, at such premises.

6.2 If any personnel or contractor of the Service Provider is required to visit any Customer or third party premises to inspect, test, repair, install, remove or replace any equipment or software used by the Customer in connection with any Service, the Service Provider shall be entitled to charge the Customer for each such visit and/or for the work carried out at such rate as the Service Provider may determine unless such visit is made to repair or replace any Singtel Equipment under any warranty given by the Service Provider to the Customer with respect to that Singtel Equipment.

6.3 In the event that:

6.3.1 the Customer cancels any appointment made with the Service Provider for the Service Provider's personnel or contractor to visit any premises to install, inspect, maintain or repair any equipment or thing; or

6.3.2 the Service Provider's personnel or contractor is unable at the date and time specified in any such appointment to gain access to the premises or to carry out such installation, inspection, maintenance or repair for any reason not attributable to the Service Provider or its personnel or contractor,

the Service Provider may, at its discretion, charge the Customer such fee for the cancellation or the visit of the Service Provider's personnel or contractor to the premises on that date at such rate as may be determined by the Service Provider.

7. **Service, Equipment and Software**

7.1 The Customer shall be responsible and liable for obtaining and maintaining in the Customer's name and at the Customer's expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the receipt of any Service or the installation, connection or use of any equipment (including Singtel Equipment) or software (including Singtel Software) in conjunction therewith for the entire duration during which the Service is provided or made available to the Customer.

7.2 The Customer shall:

7.2.1 ensure that any and all Singtel Equipment and such other equipment which is installed, connected to or used in conjunction with any Service are at all times:
(i) kept in good working condition (fair wear and tear excepted);

- (ii) in the custody and control of the Customer at the premises occupied by the Customer or at such other premises as the Service Provider may have approved in writing for such purpose; and
- (iii) duly registered, approved, installed, connected and used in accordance with all applicable Laws;

7.2.2 ensure that any and all equipment [(other than Singtel Equipment)] installed, connected to or used in conjunction with any Service are at all times compatible and are able to properly function and operate with all other equipment and software installed, connected to or used for the relevant purpose;

7.2.3 promptly comply with all requests, notices, instructions, specifications, guidelines, recommendations and directions given by the Service Provider, any relevant regulator or the manufacturer or distributor of any Singtel Equipment or equipment, in respect of the receipt of any Service and/or the installation, connection and/or use of any Singtel Equipment and/or other equipment and/or Singtel Software and/or other software, which is installed, connected to and/or used in conjunction with any Service (including disconnecting or ceasing to use any equipment at the request of the Service Provider); and

7.2.4 at Customer's own expense, as and when required by the Service Provider for any purpose whatsoever (including for the proper provision of the Service and/or the installation, connection, use and/or maintenance of any Singtel Equipment and/or other equipment and/or Singtel Software and/or other software, which is installed, connected to and/or used in conjunction with any Service):

- (i) carry out such additions, improvements, adjustments, modifications, alterations and/or replacements to any Singtel Equipment, Singtel Software and/or such other equipment and software which is installed, connected to and/or used in conjunction with any Service or Singtel Equipment or Singtel Software; and
- (ii) procure and provide such facilities and resources whatsoever necessary (including power points, electricity, conduits, pipes and appropriate access, licence, way-leave and easement rights).

7.3 The Customer shall not, without the prior written consent of the Service Provider:

7.3.1 use or permit the use of any Service or install, connect, link or use (or permit the installation, connection, linking or use) of any telecommunications equipment, broadcasting equipment or other equipment (including any Singtel Equipment):

- (i) in contravention of any applicable Law or any Customer Agreement;
- (ii) in any manner or in connection with or for the purposes of any activities which may or is likely to cause, or which may or is likely to generate telecommunications traffic or usage which may or is likely to cause:

(a) any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person (including any Singtel Group Corporation); or

(b) any congestion in or disruption to the provision or operation of any telecommunication service, broadcasting service or other service by the Service Provider or any telecommunication licensee or broadcasting licensee in Singapore; or

(iii) to directly or indirectly carry or transmit (or facilitate the carriage or transmission) of any message, data or information which does not belong to or originate from the Customer or any Customer Group Corporation, for the purpose of telecommunications or facilitating telecommunications between persons which are not Customer Group Corporations, for the purpose of (or in conjunction with) the marketing, sale or provision of any telecommunication service or facility to any person or for the purpose of re-selling any Service;

7.3.2 carry out or permit to be carried out any adjustments or modifications to or of any Singtel Equipment or Singtel Software;

7.3.3 allow or permit any person other than the Customer to utilise [any] Service or any Singtel Equipment or Singtel Software or retain possession of any Singtel Equipment or Singtel Software; or

7.3.4 take any action or file any claim or complaint against the Service Provider where the Service Provider suspends, interrupts or ceases any Service in the event a security breach is detected or suspected by the Service Provider.

7.4 Where the Fees and Charges imposed by the Service Provider on the Customer for a Service are based on any particular use (or for any particular purpose), the Customer shall not utilise or permit the Service to be utilised for any other use or purpose without obtaining the prior written consent of the Service Provider thereto and the Service Provider may impose different Fees and Charges for such other use or purpose. In the event that the Customer fails to notify and obtain the Service Provider's prior written consent to any change in the purpose for which the Service is used, the Service Provider shall be entitled to retroactively impose the appropriate Fees and Charges for such use after discovering the change and/or terminate the Service.

7.5 Any permission or consent by the Service Provider with respect to the use of any Service, Singtel Equipment or Singtel Software by any Customer Group Corporation or any other person shall not in any way relieve the Customer from any obligations under any Customer Agreement and shall not constitute or create any contractual relationship between the Service Provider and such Customer Group Corporation or impose any obligation on the Service Provider to such Customer Group Corporation and the Customer shall at all times assume responsibility and liability to the Service Provider for the conduct or default of any Customer Group Corporation as if such conduct or default constituted the conduct of the Customer.

- 7.6 The Service Provider may, and the Customer shall permit the Service Provider to, at any time change or upgrade any telecommunications equipment or other equipment, system or network maintained or operated by the Service Provider or any Singtel Equipment or Singtel Software. In furtherance of the foregoing, the Customer shall:
- (i) change, upgrade, acquire and/or install all such equipment or software that may be necessary, at Customer's expense, in order to continue to enjoy or utilise the relevant Service or Singtel Equipment; and
 - (ii) at the request of the Service Provider, promptly return any of such equipment, system, network, Singtel Equipment and Singtel Software in exchange for any replacement or upgrade.
- 7.7 Notwithstanding any provision in these General Terms to the contrary, the Service Provider assumes no responsibility or obligation to upgrade or replace any telecommunications equipment or other equipment, system or network maintained or operated by the Service Provider or any Singtel Equipment or Singtel Software to ensure the continuity of any Service.
- 7.8 Where the Service Provider extends any Service relating to Unlisted Service Numbers, such Service shall only comprise the non-publication of the Unlisted Service Number in the Singapore telephone books and the non-disclosure of the Unlisted Service Number in any telephone number enquiry service provided by the Service Provider and does not exclude the Unlisted Service Number from being displayed on or recorded in any equipment to or through which any call or transmission is made originating from the telecommunications line to which Unlisted Service Number relates.
- 7.9 Without prejudice to Clause 11, the Service Provider does not represent, warrant, guarantee or assume any responsibility for the quality of any Service or of the signals or data transmitted as part of any Service and shall not be liable for any loss or damage which may be caused by the loss or mutilation of any signals or data at any stage of the transmission, whether in progress or completed.
- 7.10 The Customer acknowledges and agrees that the Customer may:
- 7.10.1 during the course of or in relation to the Customer's use of a Service, be provided with the opportunity to obtain services from one or more third parties; and/or
 - 7.10.2 purchase from the Service Provider the provision of a service or equipment that originates from a third party,
- (any such third party, "Third Party"). In any such event:
- (i) the Service Provider shall transfer to the Customer such warranties as may have been provided to the Service Provider by such Third Party(ies) (if any) which the Service Provider determines are capable of transfer to the Customer; and
 - (ii) where such Third Party(ies) require an EUT to be signed or accepted before the relevant service or equipment can be provided or utilised, the Customer shall promptly sign or accept such EUT, and the Service Provider shall not have any liability to commence the

provision of such service or equipment until the Customer has signed or accepted such EUT.

7.11 The Customer acknowledges and agrees that:

7.11.1 Clause 7.10 constitutes the Customer's sole and exclusive remedy and the Service Provider's sole and exclusive liability in respect of any service or equipment provided by or originating from a Third Party;

7.11.2 each Third Party is independent of and not within the control of the Service Provider; and

7.11.3 save as provided in Clause 7.10, the Service Provider shall not be liable in any way to the Customer whether under any Customer Agreement or otherwise in contract, at law, in equity, in tort (including negligence or breach of statutory duty) or otherwise for any matter in relation to any services or equipment provided (including the non-provision of services or equipment) by the Service Provider, with respect to any service or equipment provided by or originating from a Third Party.

7.12 Subject to applicable Law, all implied or statutory warranties and all other warranties as to merchantability, quality or fitness for a particular purpose, or otherwise arising from course of dealing or usage of trade or any other express or implied warranties or representations are excluded. In particular, subject to applicable Law but without prejudice to Clause 11, the Service Provider does not warrant that any Service or equipment is fault-tolerant, fit-for-use or is designed, manufactured or intended for use for medical or any other purposes for which the failure of Service or equipment could lead to death or personal injury.

8. **Suspension and Termination**

8.1 The Service Provider may suspend (indefinitely or for such period as the Service Provider may consider appropriate) or terminate the provision of any Service (including where the Service Provider is discontinuing or discontinues such Service or in the event of any payment default on the part of the Customer) at any time by giving not less than three (3) days' written notice thereof to the Customer and stating its reason(s) for such suspension or termination and, in circumstances which the Service Provider deems appropriate, the means by which the Customer can avoid such suspension or termination. Nothing herein shall prejudice or affect any right of the Service Provider under the Specific Terms to suspend or terminate any Service.

8.2 Without prejudice to Clause 8.1, the Service Provider may, where a Customer is, in the opinion of the Service Provider, a repeat infringer (as such term is used in the Copyright (Network Service Provider) Regulations), suspend (indefinitely or for such a period as the Service Provider may consider appropriate) or terminate any or all Services at any time by giving not less than three (3) days' written notice thereof to the Customer.

8.3 Customer termination: Customer may terminate a Service by giving the Service Provider written notice thereof within such period as may be prescribed by the Service Provider in the Specific Terms for such Service for this purpose, or if no such period is stated in such Specific Terms, a period of **[30 days]** before such termination.

- 8.4 Other Suspension / Termination: Without prejudice to Clause 8.1, the Service Provider may suspend (indefinitely or for such period as the Service Provider may consider appropriate) or terminate (including terminate after suspending) any or all Services at any time after the occurrence of any of the following events, without giving any prior written notice thereof to the Customer:
- 8.4.1 [any failure, interruption, disruption or congestion of or in any telecommunications network, system or services (whether of the Service Provider or any other person);
 - 8.4.2 if, in the opinion of the Service Provider, the Customer, Customer Group Corporation or any other person has used, attempted to use or is likely to use any Service subscribed by the Customer (whether with or without the authorisation and/or permission of the Customer) in contravention of any applicable Law or any Customer Agreement or in any manner or in connection with or for the purposes of any activities which would or may cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person (including any Singtel Group Corporation) or which would disrupt the provision or operation of any telecommunication service or broadcasting service by the Service Provider or any telecommunication or broadcasting licensees in Singapore;
 - 8.4.3 the Customer has breached any material obligation in any agreement with the Service Provider or any Singtel Group Corporation;
 - 8.4.4 any gift or consideration of any kind was offered or given to any officer, employee, agent or contractor of the Service Provider or any Singtel Group Corporation as an inducement or reward in connection with the provision of any Service;
 - 8.4.5 any resolution is passed by the shareholders of the Customer or any proceeding is commenced before any court of competent jurisdiction for the bankruptcy, judicial management, winding-up, liquidation of the Customer or the appointment of any receiver over any of the assets of the Customer or the Customer suspends payment of its debts or makes any proposal or offer of arrangement or composition to all or any class of its creditors with respect to its debts;
 - 8.4.6 any action is taken by any creditor of the Customer to recover, realise or enforce any security over any assets of the Customer or to enforce any judgment against the Customer;
 - 8.4.7 the Customer causes or is likely to cause any failure, interruption, disruption or congestion of or in any telecommunications network, system or services (whether of the Service Provider or any other person);
 - 8.4.8 the Customer is no longer incorporated, registered or in good standing with the Accounting and Corporate Regulatory Authority of Singapore (ACRA) or such equivalent authority in the Customer's country of incorporation or registration; or
 - 8.4.9 if in the opinion of any relevant regulatory authority or law enforcement body, it is not in the public interest to continue providing Services to the Customer for any reason whatsoever].

- 8.5 The suspension or termination of any Service shall be without prejudice to: (i) any other right which the Service Provider may have to suspend or terminate any Service (whether under this Agreement or otherwise); and (ii) the rights of the Service Provider or the obligations of the Customer under any Customer Agreement or any indemnity given by the Customer to the Service Provider thereunder.
- 8.6 In the event that any Service is terminated:
- 8.6.1 all sums due or accruing due or payable to the Service Provider with respect to that Service and/or the use of any Singtel Equipment in relation to that Service up to the date of termination and all sums due or payable to the Service Provider on any and all Accounts shall upon termination become immediately due and payable to the Service Provider;
- 8.6.2 the Customer shall immediately return to the Service Provider all Singtel Equipment used in relation to that Service in good working condition, fair wear and tear only excepted; and/or
- 8.6.3 the Service Provider shall be entitled to charge the Customer the cost incurred by the Service Provider in repossessing or acquiring a replacement of any Singtel Equipment which the Customer has failed to return to the Service Provider and/or of acquiring a replacement of any Singtel Equipment which is returned to the Service Provider in a damaged or defective condition.
- 8.7 Where any Service has been suspended (whether or not at the Customer's request), the Customer shall continue to pay the Fees and Charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is reconnected or reinstated, all reconnection or reinstatement charges of the Service Provider.
- 8.8 Where any Service in respect of which the Customer is under an obligation to subscribe or use for any stipulated or minimum period is terminated (whether by the Service Provider or the Customer) before the expiry of that period, the Customer shall:
- 8.8.1 pay the amount prescribed by the Service Provider for termination or cancellation of the Service before the end of that period; and
- 8.8.2 in the absence of any such amount being prescribed, the Customer shall notwithstanding the termination of the Service pay those Fees and Charges in respect of that Service which are calculated or imposed with reference to any time frame or interval for the remainder of that period and the aggregate of all such Fees and Charges shall become immediately due and payable on termination, in the absence of any Specific Terms to the contrary.
- 8.9 The Service Provider may, at its absolute discretion and subject to any Customer Agreement relating thereto and any other terms which the Service Provider may impose, reinstate any Service which has been suspended or terminated.
- 8.10 Where any Service is suspended or terminated, all other Services (whether provided by the Service Provider or any other Singtel Group Corporation) which can only be provided through the suspended

or terminated Service will also be suspended or terminated, as the case may be, in the absence of any Specific Terms to the contrary.

9. **Service Number and Intellectual Property and other Rights**

9.1 The Customer shall not acquire any right or interest in:

9.1.1 any Service Number notwithstanding the duration for which such Service Number may have been assigned or used by the Customer or any payment which may have been made by the Customer for it; or

9.1.2 any and all Singtel Intellectual Property and all of such property shall remain at all times with the Service Provider, any other Singtel Group Corporation or its licensor, as the case may be.

9.2 The Service Provider may at any time terminate the availability of any Service Number or change, re-assign or replace any Service Number without giving any reason therefor.

9.3 If the Customer wishes to use the same Service Number in connection with any service to be provided by any person other than the Service Provider, the Customer shall make the appropriate arrangement with such person for that purpose before the Customer terminates the Service in relation to which the Service Number has been assigned to the Customer. The Service Provider shall not be required to consent or permit any Service Number to be used in connection with any service to be provided by any person other than the Service Provider otherwise than in accordance with and subject to the terms and conditions of any agreement between the Service Provider and such person or in accordance with any applicable Law.

9.4 The Customer shall not:

9.4.1 use any Singtel Intellectual Property or permit any person to use any Singtel Intellectual Property; or

9.4.2 use or copy or permit any person to use, copy, recompile, reverse engineer or disseminate any Singtel Software,

except in such manner as may be prescribed or permitted in writing by the Service Provider or the relevant Singtel Group Corporation and subject to such terms and conditions as the Service Provider or such Singtel Group Corporation may impose and in any case only for the purpose of enabling the Customer to utilise the Service.

9.5 The Customer acknowledges and agrees that the Service Provider does not warrant the nature or content of any materials which the Customer may gain access to, obtain or use as a result of or by means of or in the course of utilising any Service. In particular, the Service Provider does not warrant that such materials will not infringe any person's rights (including intellectual property rights) or contain any viruses, worms, Trojan horses or other malicious code.

9.6 Any end user licensed software from a third party licensor used or accessed by the Customer for the use of a Service by the Customer shall be governed by the terms of the respective EUT which shall constitute the Customer's sole and exclusive remedy in respect of such end user licensed software.

10. Customer's Indemnity and Liability

- 10.1 The Customer shall fully indemnify and hold harmless the Service Provider and all Singtel Group Corporations at all times against all actions, claims, proceedings, costs (including legal costs incurred by the Service Provider or any Singtel Group Corporation in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against the Service Provider or any Singtel Group Corporation by any person and/or which the Service Provider or any Singtel Group Corporation may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:
- 10.1.1 the use or operation by the Customer or any person in any way (whether with or without the authorisation and/or permission of the Customer) of any Service subscribed by or provided to the Customer, Singtel Equipment or Singtel Software;
 - 10.1.2 any damage to any equipment operated or used, or any disruption or interference with the provision or operation of any telecommunication service or broadcasting service, by any Singtel Group Corporation arising from the installation and/or use of any equipment by the Customer or any other person (whether with or without the authorisation and/or permission of the Customer);
 - 10.1.3 any picture, material or statements howsoever published or circulated by the Customer or any person in the course of the use of any Service subscribed by or provided to the Customer, Singtel Equipment or Singtel Software by the Customer or any such person;
 - 10.1.4 any loss of or damage to or any modification or alteration of any Singtel Equipment or Singtel Software or breach of any license restrictions under the EUT, howsoever caused or occurring at any time after the same shall have been delivered or provided by the Service Provider to the Customer or any person designated by the Customer and where applicable, before the same is returned to the Service Provider; and/or
 - 10.1.5 the enforcement by the Service Provider or any Singtel Group Corporation of any rights against the Customer under any Customer Agreement and/or any proceedings commenced by the Service Provider for such purpose.
- 10.2 Where any Service subscribed by the Customer is used (whether by any Customer Group Corporation or any other person) in any way for the purpose of or in conjunction with the marketing, sale or provision of any telecommunication service or broadcasting service or other facility to any person or for the purpose of re-selling any Service in breach of any of the provisions of any Customer Agreement or any applicable Law:
- 10.2.1 the Service Provider shall be deemed to have been deprived of all the business and revenue generated from the sale or provision of any such telecommunication service or broadcasting service or facility by or in conjunction with the use of the Service and/or the re-sale of the Service, if any, by the Customer or Customer Group Corporation or any such other person as a consequence;

- 10.2.2 the Service Provider shall in addition to all its other rights and remedies arising therefrom be entitled to recover from the Customer an amount representing the total amount of all such business and revenue;
- 10.2.3 the Customer shall at the request of the Service Provider provide the Service Provider with all information and documents relating to all such sales, business and revenue and procure that the Service Provider and the consultants and advisers engaged by the Service Provider be given access to and be allowed to inspect all the books and records of each and all of the Customer Group Corporations to determine the value or amount of such business and revenue; and
- 10.2.4 the Service Provider may, if it so decides, elect to apply its rates and charges for the Service or facilities used or sold in contravention of any of the provisions of any Customer Agreement in determining the amount recoverable by the Service Provider under this Clause 10.2.

11. Exclusion and Limitation of Liability of the Service Provider

11.1 Notwithstanding any provision in any Customer Agreement to the contrary:

- 11.1.1 the Service Provider shall not be liable in any way to any Customer, whether at law, in equity or otherwise, and whether such liability is based on breach of contract, indemnity or warranty (express, implied or otherwise), or in tort (including negligence and breach of statutory duty) or otherwise, for:
- (i) any loss of revenue, profits, business or custom or any loss of a purely economic nature (whether direct or indirect); or
 - (ii) any consequential or indirect loss, howsoever and whenever caused or occurring;
- 11.1.2 the Service Provider shall not be liable in any way to any Customer, whether at law, in equity or otherwise, and whether such liability is based on breach of contract, indemnity or warranty (express, implied or otherwise), or in tort (including negligence and breach of statutory duty) or otherwise, for any loss, damage or liability caused by or arising from:
- (i) any defect, deficiency, deterioration, failure, delay, interruption, cessation or disruption to or of any Service or any signal or data transmitted as part of any Service, howsoever caused or arising (including where a security breach is detected or suspected);
 - (ii) any defect, deficiency, breakdown or failure in or of any Singtel Software or any equipment or system, howsoever caused or arising, or the incompatibility or unsuitability of any Singtel Software in relation to or in conjunction with any other software, system or equipment, (whether used, maintained or operated by such Customer or any other person);
 - (iii) any loss, corruption or deletion of any data or information (whether belonging to, provided by or to or stored by such Customer or otherwise) transmitted to or stored in any system or equipment (whether or not maintained or operated by the Service Provider, such Customer or any other person), howsoever caused or arising;

- (iv) any Force Majeure Event;
- (v) the retention, collection, use, disclosure and/or publication by the Service Provider, any Singtel Group Corporation or any other person, in any manner and for any purpose whatsoever, of any information or data (a) relating to such Customer, any Service Number (including any Unlisted Service Number), any Account or the use of any Service, (b) transmitted through the use of any Service, or (c) provided by such Customer to the Service Provider; and/or
- (vi) any error, omission or inaccuracy in any information provided by the Service Provider, whether to such Customer or any other person, and whether in any publication or as part of or in connection with any Service (including any call tracing service) or Singtel Equipment or otherwise; and

11.1.3 without prejudice to the exemptions and exclusions set out in Clauses 11.1.1 and 11.1.2 above, the Service Provider's aggregate Liability arising from, under or relating to each Customer Agreement shall in no event exceed the Liability Cap relating to such Customer Agreement. Nothing in this Clause 11.1 shall apply to exclude or restrict the Service Provider's liability for death or personal injury resulting from negligence.

12. Amendment and Variation

12.1 The Service Provider may amend, vary or supplement any Customer Agreement (or any part of a Customer Agreement) by giving 7 days' notice thereof to the Customer and any such amendment, variation or supplement shall take effect as from the date specified in such notice. Any such notice given by the Service Provider in accordance with Clause 18, by publication in English in any newspaper circulating in Singapore, posting on any Internet website of any Singtel Group Corporation or by otherwise making public such notice in any other such manner deemed appropriate by the Service Provider, shall constitute good and sufficient notice thereof to the Customer by the Service Provider and shall be deemed to have been received by the Customer in accordance with Clause 18 or on the date of such publication, posting or the making public of such notice, as applicable. The Customer, by continuing to use any Service after any notice of any amendment, variation or supplement is given by the Service Provider, shall be deemed to have agreed to be bound by these General Terms as so amended, varied or supplemented.

13. Waiver

13.1 No failure to exercise or enforce, and no delay on the part of the Service Provider in exercising or enforcing its rights under any Customer Agreement shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the right of the Service Provider at any time thereafter to act strictly in accordance with its rights and powers under such Customer Agreement.

14. Confidentiality and Non-Disclosure

14.1 The Customer shall not and shall procure that no Customer Group Corporation shall use (other than for the purpose of utilising the Service) or disclose to any person any information relating to the Service Provider or any Service, Singtel Equipment or Singtel Software which is acquired from or provided by:

14.1.1 the Service Provider; and/or

14.1.2 any contractor of the Service Provider in connection with or in the course of the provision of any Service,

other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.

15. **Right to Collect, Use and Disclose data and information connected with the Customer Information**

15.1 Save with the Customer's agreement, consent or authority (including agreement, consent and authority given or granted pursuant to this Clause 15 and/or Singtel's Data Protection Policy), the Service Provider shall not collect, use or disclose Customer Information for any purpose other than the purposes specified in the Code of Practice for Competition in the Provision of Telecommunications Services 2012 or any other applicable Law. In addition to Clause 15.2, the Customer may give its agreement, consent or authority to all collection, use and disclosure by the Service Provider of Customer Information, for any purpose(s) requested by the Service Provider, by any form of writing or by the acceptance by the Customer of any relevant terms and conditions (including in the Customer Agreement) which refer to such agreement, consent or authority.

15.2 The Customer hereby affirmatively agrees, consents to and authorises the collection, use and disclosure, by and on behalf of the Service Provider, of all information or data relating to any Service Number or relating to the Customer (including any Customer Information, Service Number or Unlisted Service Number), in the manner and for the purposes set out in Singtel's Data Protection Policy (the terms of which are deemed to be incorporated by reference in this Clause 15), including for the purposes of provisioning and administering services, market research, network and service enhancement, sharing of rewards and benefits, security and risk management, compliance with legal and regulatory requirements and other purposes as further described in Singtel's Data Protection Policy, subject to such changes, withdrawals or corrections which may have been separately notified by or to the Customer. The provisions of this Clause 15.2 shall constitute consent of the Customer for the purpose of applicable Law, unless otherwise notified in writing by the Customer in the procedure as determined by the Service Provider from time to time, including as may be described in Singtel's Data Protection Policy.

15.3 Where the Customer or its representative is responsible for the provision of or actually provides any information or data relating to one or more natural persons to the Service Provider, the Customer represents, warrants and undertakes to the Service Provider that each such natural person has consented to the collection, use and disclosure of their personal data by and on behalf of the Service Provider in the manner and for the purposes set out in any relevant Customer Agreement including Singtel's Data Protection Policy, and the Customer further, on behalf of each such natural person affirmatively agrees, consents to and authorises the collection, use and disclosure by and on behalf of the Service Provider of all such information and data, in such manner and for such purposes.

15.4 In the event of any conflict or inconsistency between any provision of Singtel's Data Protection Policy and any other provision of a Customer Agreement, the provision of Singtel's Data Protection Policy shall prevail to the extent of such conflict or inconsistency.

16. **Assignment**

- 16.1 The Customer shall not assign, transfer or encumber any or all of its rights, interests and obligations under any Customer Agreement (with respect to any Service, Singtel Equipment or Singtel Software or otherwise) without the prior written consent of the Service Provider.
- 16.2 The Service Provider may assign and transfer any or all of its rights, interests and obligations under any Customer Agreement to any other Singtel Group Corporation. Any such assignment or transfer shall take effect upon service on the Customer of a notice thereof. In the event that the Service Provider assigns and transfers all of its rights, interest and obligations under any Customer Agreement:
- 16.2.1 all references to the Service Provider in these General Terms and any Specific Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of the Service Provider; and
- 16.2.2 such assignee and transferee shall be entitled to enforce all rights and perform all obligations of the Service Provider and to be paid all sums due or accruing due from the Customer under the Customer Agreement as at the date of such assignment and transfer thereafter.
- 16.3 The provisions of this Clause 16 shall constitute a consent of the Customer to any assignment or transfer pursuant to Clause 16.2 for the purpose of applicable Law.
- 17. Applicable Laws, Jurisdiction and Service of Process**
- 17.1 Each Customer Agreement shall be subject to and construed in accordance with the laws of the Republic of Singapore.
- 17.2 The Customer hereby agrees that all claims and disputes relating to or arising from the Customer Agreement, including any question regarding the existence, validity or termination of the Customer Agreement shall be resolved in the following manner:
- 17.2.1 by referring such dispute to the Small Claims Tribunal, if the dispute falls within the jurisdiction of the Small Claims Tribunal;
- 17.2.2 if the Service Provider and the Customer so agree, by jointly referring such dispute to and finally resolving such dispute by arbitration at the Singapore International Arbitration Centre. Such arbitration shall be conducted in accordance with the Rules of the Singapore International Arbitration Centre ("Rules") for the time being in force, which Rules are deemed to be incorporated by reference into this Clause 17.2.2 except as such Rules conflict with the provisions of this Clause 17.2.2, in which event the provisions of this Clause 17.2.2 shall prevail. Any arbitration commenced pursuant to this Clause 17.2.2 shall be conducted by one arbitrator nominated jointly by the Service Provider and the Customer, or failing such joint nomination, by the Chairman for the time being of the Singapore International Arbitration Centre. The language to be used and all written documents provided in any such arbitration shall be in English. Nothing in this Clause 17.2.2 shall preclude the Service Provider from applying for urgent interlocutory relief from any court of competent jurisdiction. The Customer agrees that any arbitration award made pursuant to any arbitration commenced pursuant to this Clause 17.2.2 may be enforced by the Service Provider against assets of the Customer wherever those assets are located or

may be found, and a judgement upon any such arbitration award may be entered into by any court of competent jurisdiction thereof and for this purpose, the Customer expressly submits to the jurisdiction of any such court; or

17.2.3 by referring such dispute to any court of competent jurisdiction and, for this purpose, the Customer hereby submits to the non-exclusive jurisdiction of the Courts of the Republic of Singapore with respect to any and all claims and disputes between the Service Provider and the Customer relating to or arising from the Customer Agreement Provided Always that the Customer shall not without the written consent of the Service Provider commence or prosecute any action or proceeding in any jurisdiction outside the Republic of Singapore with respect to any such claim or dispute.

17.3 Without prejudice to the Service Provider's right to serve process in any other manner permitted by any applicable Law, the Service Provider may effect service on the Customer of any writ, summons or other process or documents by leaving it at or sending it by ordinary post to the Customer's last known address (whether to a post office box or to a place of residence or business or otherwise). Such process shall be deemed validly served on the Customer:

17.3.1 in the case of service by leaving, immediately; and

17.3.2 in the case of service by post,
to any address in Singapore, two (2) days after it was posted by the Service Provider; or
to any address outside Singapore, fourteen (14) days after it was posted by the Service Provider,

and the Customer agrees that the Customer shall be deemed to have adequate and sufficient notice of such process.

18. Notices and Correspondence

18.1 All notices and communications by the Service Provider (excluding Bills in relation to which Clause 4 shall apply) to the Customer may be sent or despatched to the Customer by delivery, post, e-mail or facsimile transmission or any other means deemed appropriate by the Service Provider to the e-mail or other address or facsimile number of the Customer appearing in any record of the Customer maintained by the Service Provider or from which any communication by the Customer to the Service Provider was despatched or issued or otherwise last known to the Service Provider. Any such notice, demand or communication addressed and so despatched to the Customer shall be deemed to have been received by the Customer:

18.1.1 in the case of despatch by e-mail or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by the Service Provider;

18.1.2 in the case of despatch by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address; and

18.1.3 in the case of despatch by post:
to any address in Singapore, on the next day after it was posted by the Service Provider;
or

to any address outside Singapore, on the seventh (7th) day after it was posted by the Service Provider.

- 18.2 All notices and requests from the Customer to the Service Provider shall be in writing unless the Service Provider specifies to the Customer otherwise. The Service Provider shall be entitled to regard as ineffective and invalid any notice or request of the Customer the receipt of which by the Service Provider has not been confirmed by the Service Provider to the Customer.

19. Severability

- 19.1 Any part of any Customer Agreement that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the validity, enforceability or legality of any other part of the Customer Agreement, which shall continue to be valid, enforceable and legal to the fullest extent permitted by applicable Law.

20. Third Party Rights

- 20.1 Save for the Singtel Group Corporations (which shall be entitled to rely on and enforce a Customer Agreement), no person who is not a party to a Customer Agreement has any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such Customer Agreement.

General Terms (Effective 25 January 2017)