

Terms and conditions

SINGTEL MOBILE SPECIFIC TERMS AND CONDITIONS FOR ZONEALARM MOBILE SECURITY SERVICE ("ZONEALARM MOBILE SECURITY TERMS")

1. INCORPORATION BY REFERENCE

- 1. In addition to:-
- (a) the General Terms and Conditions of Service (available at: http://info.singtel.com/terms-general) ("the General Terms");
- (b) the Specific Terms and Conditions for Singtel Mobile (available at: http://info.singtel.com/terms-mobile) ("the Specific Terms");
- (c) Singtel's Billing Terms and Conditions (available at: http://info.singtel.com/terms-billing) ("Singtel's Billing Terms"); and
- (d) Terms and Conditions of My Singtel Account (available at: http://www.ideas.singtel.com/mobile/support/tc.jsp) ("My Singtel // Account Terms"). which terms and conditions are deemed incorporated by reference, the Customer shall be bound by the following ZoneAlarm Mobile Security Terms.
- 2. In the event of any conflict or inconsistency between the General Terms, Singtel's Billing Terms, My Singtel Account Terms and/or these ZoneAlarm Mobile Security Terms, such conflict or inconsistency shall be resolved in accordance with the provisions of the General Terms.
- 3. In the event of any conflict or inconsistency between any provision of the Specific Terms and any provision of these ZoneAlarm Mobile Security Terms, these ZoneAlarm Mobile Security Terms shall prevail over the Specific Terms.

2. DEFINITIONS AND INTERPRETATIONS

1. In these ZoneAlarm Mobile Security Terms, the following words and expressions shall have the following meanings:

"Customer" means the customer who subscribes to the Service.

"Singtel" means Singapore Telecommunications Limited (CRN: 199201624D).

"Singtel Mobile" means Singapore Telecom Mobile Pte Ltd (CRN: 199406031E).

"Singtel Group Company" means Singtel and each related corporation of Singtel within the meaning given in the Companies Act.



"Service" means the service known as ZoneAlarm Mobile Security which allows Customers to protect their phones from threats, malware and WiFi risks.

"Territory" means Republic of Singapore.

- 2. The headings or titles to the Clauses in these ZoneAlarm Mobile Security Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these ZoneAlarm Mobile Security Terms.
- 3. The words and expressions used in these ZoneAlarm Mobile Security Terms that are defined in the General Terms, the Specific Terms, Singtel's Billing Terms and/or My Singtel Account Terms but which are not defined herein, shall have the same meanings as defined in the General Terms, the Specific Terms Singtel's Billing Terms and/or My Singtel Account Terms unless expressly defined herein or the context otherwise requires.

3. SUBSCRIPTION, COMMENCEMENT OF SERVICE AND MINIMUM SUBSCRIPTION PERIOD

- 1. The Service is available to all Singtel Mobile postpaid customers on all price plans except MBB Data-SIM plans. Customer may only have one subscription to the Service for each Mobile Line.
- 2. The Service shall be activated on the next working day the Customer subscribes to the Service ("Commencement Date"). Thereafter, the Service shall continue in force until terminated by Singtel Mobile or the Customer.
- 3. The Minimum Subscription Period for the Service is:
- 1. A period of twelve (12) month from the Commencement Date of the Service; or
- 2. Such other period as may be stipulated by Singtel Mobile as the minimum subscription period.

4. TERMINATION

- 1. The Customer may terminate the Service by calling 1688.
- 2. Where the Customer terminates the Service within the minimum subscription period, the Customer shall be liable for early termination charges. These early termination charges will be calculated by the following formula: Monthly Service fee x remaining months of the Minimum Subscription Period (Pro-rated).
- 3. Upon termination of this Agreement, the Customer acknowledges that all licenses and rights to use the Service shall terminate, and agrees to cease any and all use of the Service.



4. Without prejudice to anything in the General Terms and Specific Terms, Singtel Mobile reserves the right to suspend, restrict, or terminate the Customer's access to the Service for any reason whatsoever. No notice will be required to be given of such action and Singtel Mobile shall not be liable in damages or otherwise for such suspension, restriction or termination.

5. CUSTOMER OBLIGATIONS AND ACKNOWLEDGEMENT

- 1. The Customer agrees not to use and not to allow or permit any other person to use the Service to:
- 1. Cause any threat, harassment, distress, annoyance, inconvenience or anxiety to any person whomsoever or violate or infringe any other person's rights (including but not limited to the right of privacy), or interfere with another person's use of the Service;
- 2. Violate any laws, policies, guidelines or regulations of the Territory, including but not limited to any laws, policies, guidelines or regulations applicable to the business and operations of Singtel Mobile and/or any Singtel Group Company;
- 3. Carry out any activities which Singtel Mobile considers to be actually or potentially injurious to other Customers or persons, or to the operation or reputation of Singtel Mobile and/or any Singtel Group Company; and / or
- 4. Do any act that may at any time be prohibited by Singtel's Acceptable Use Policy which can be found at http://info.singtel.com/terms-mobile-aup.
- 2. The Customer acknowledges and agrees that:
- 1. The use of and subscription to the Service shall be deemed as acceptance of these ZoneAlarm Mobile Security Terms and amendments thereof;
- 2. The Customer's mobile numbers may be disclosed to Singtel or its business partners for the provision of this Service;
- 3. The Service is dependent on network availability and coverage;
- 4. The Service will not be able to access the content or applications that have already been downloaded on Android mobiles or tablet devices



6. USE OF THE SERVICE

- 1. The Customer shall receive a SMS to download the application onto the mobile phone. The Customer shall be liable if the SMS is forwarded to another party to download the application
- 2. For the avoidance of doubt, the absence of control and monitoring activities by the Customer shall not constitute termination of Service. Monthly subscription shall be billable by Singtel Mobile until the Service is terminated in accordance with these ZoneAlarm Mobile Security Terms.
- 3. Standard data charges of Singtel Mobile, as may be amended from time to time, shall apply unless otherwise stated.
- 4. The service can only be activated for each mobile number. If customer changes devices, a new application should be downloaded and the application on the old device will expire.
- 5. iOS users must have a Singapore iTunes account.

7. DISCLAIMERS

- 1. The Customer accepts and agrees that Singtel Mobile does not warrant the Service will be provided uninterrupted or free from errors or that any identified defect will be corrected; further, no such warranty is given that the Service is free from any virus or other malicious, destructive or corrupting code or program.
- 2. The Customer accepts and agrees that no security is 100% accurate and Singtel Mobile makes no warranty of this accuracy.
- 3. The Customer further acknowledges and agrees that Singtel Mobile:
- 1. Expressly excludes any guarantee, representation, warranty, condition, term, or undertaking of any kind, express or implied, statutory or otherwise or any representations or warranties arising from usage or custom or trade or by operation of law, including (without limitation) as to the sequence, originality, correctness, completeness, accuracy, timeliness, completeness, currency, non-infringement, merchantability, or fitness for any particular purpose in relation to the Service; and
- 2. Shall not be liable to the Customer for any loss, liability, costs and/or damage whatsoever (whether direct, indirect or consequential) in respect of any matter howsoever arising (whether in tort, negligence or otherwise) in connection with the provision and/or use of the Service.



8. GENERAL

- 1. Singtel Mobile reserves the right in its absolute discretion to discontinue and/or suspend the Service without any liability whatsoever to the Customer.
- 2. Singtel Mobile reserves the right to alter, modify, add to or otherwise vary these ZoneAlarm Mobile Security Terms from time to time by notice to the Customer in such manner as Singtel Mobile deems appropriate. The Customer shall be bound by the terms and conditions so amended. In any event, if the Customer continues to use the Service after such notice, the Customer shall be deemed to have accepted the amendments.