



Specific Terms and Conditions for Apple Music

Service 1. Acceptance of Terms

- 1.1 The Apple Music Service (the "Service") is a music subscription service operated by Apple Distribution International ("Apple") and offered for resale in Singapore by SingNet Pte Ltd ("SingNet") as the commercial reseller of Apple.
- 1.2 Before you can access or use the Service, you must agree to be bound by the following terms and conditions of use (the "Terms"). The Terms constitute a legal agreement between yourself and SingNet. You shall be deemed to have agreed to these Terms if you commence access to or use of the Service. If you do not or cannot agree to these Terms, you are not permitted to and shall not access or use the Service; and you must immediately cease any access to or use of the Service.
- 1.3 If you allow any other person to access or use the Service, you agree to be responsible for (a) ensuring that such person complies with the Terms, and (b) the actions, omissions and defaults of such person in relation to the Service.
- 1.4 SingNet may modify these Terms at any time at its sole discretion, and such modifications shall become part of the Terms and be effective immediately upon posting of the modified terms to the Service. You agree to review the Terms periodically to be aware of such modifications and your continued access to or use of the Service after such modifications shall be deemed to be your conclusive acceptance of such modified terms.
- 1.5 SingNet may make modifications and additions to the Service or any part(s) thereof, including to cease, alter, suspend or substitute the selected premium music service and / or the prescribed music service any time at its sole discretion without liability to you or any third party. Your continued access to or use of the Service after such modifications and/or additions have been made shall be deemed to be your conclusive acceptance of such modifications and/or additions.
- 1.6 The Service is not provided to you as part of any other product, service or bundled offering (whether provided by SingNet or any SingNet Affiliate). No purchase or provision of any other product, service or offering shall be construed to represent or guarantee you bundled access to or the use of the Service and the provision of any other product, service or offering by any SingNet Affiliate does not amount to a provision of the Service by such SingNet Affiliate.
- 1.7 The listing of any prohibited activities in these Terms is not exhaustive. SingNet reserves the right to determine that any conduct that is or could be harmful to the Service, our servers, or use of the Service by any user, is in violation of these Terms and to exercise any or all of the remedies contained in these Terms.

1.8 Your access to or use of the Service shall be subject to all other guidelines, procedures, policies and regulations which may from time to time be prescribed, introduced, varied and/or amended by SingNet, including:

1.8.1 any terms and conditions posted within the Service, including the Additional Terms and Conditions;

1.8.2 SingTel's [Data Protection](#) Policy; and

1.8.3 Singtel's General [Terms and Conditions of Service](#) and for the avoidance of doubt, all references to "Service Provider" within the same shall be deemed to be references to SingNet, as modified from time to time, each of which shall be deemed incorporated into these Terms by reference. In the event of any conflict or inconsistency between these Terms, any terms and conditions posted on the Service, Singtel's Privacy Policy and/or Singtel's General Terms and Conditions of Service, such conflict or inconsistency shall be resolved in accordance with the provisions of Singtel's General Terms and Conditions of Service.

2. Requirements for access to the Service

2.1 You acknowledge and agree that:

2.1.1 your access to and use of the Service is subject to your compliance with such requirements, including as to equipment and software, as specified within the Service or as SingNet may otherwise specify from time to time;

2.1.2 compliance with such requirements may require you to obtain equipment, software and services which may be available only from third parties and which may be subject to other terms and/or the payment of fees;

2.1.3 you shall use and maintain all such equipment and software in such manner as the relevant manufacturer may instruct, including installing such updates as may be required;

2.1.4 your ability to access and use the Service, and the quality of your experience with the Service, are dependent on the performance of equipment, software and services provided by third parties which is outside the control of SingNet and in respect of which SingNet makes no representation or warranty and shall have no obligation in respect thereof; and

2.1.5 the Service is only available to Singtel post-paid mobile service subscribers on Singtel's Combo Mobile Plans, SIM Only Plans and Easy Mobile Plans. Mobile Share Supplementary Plan subscribers are excluded.

3. Installation of and registration for the Service

3.1 Without prejudice to the generality of Clause 2.1.2, you shall be liable for engaging or procuring at your own cost any equipment, software or services (including any mobile telecommunications service, broadband, fibre service or any other Internet connection provided by any Internet service provider, including SingNet), any third party installation or other professional services which may be necessary for the proper installation and use of the Service.

3.2 You shall be responsible for ensuring that all equipment and systems related to the use of the Service meet the minimum requirements as may be stipulated by SingNet from time to time for the Service to function effectively and that they are compatible and can properly function and inter-operate with the Service. SingNet is not liable or

responsible for any failure in the Service or damage to equipment due to your use of equipment that fails to meet such minimum requirements.



- 3.3 You shall be liable for all damages in relation to the performance of SingNet's network (including those arising out of the failure or degradation of any equipment) as may howsoever result from your non-compliance with the above obligation in Clause 3.2. SingNet makes no warranty whatsoever regarding the ability or continued ability of the Service to function and/or inter-operate with your equipment or system which does not meet the minimum requirements stipulated by SingNet and specifically disclaims any and all warranties or representations relating thereto whether express or implied.
- 3.4 For the avoidance of doubt, the following services do not form part of the Service and SingNet is under no obligation to provide any of the same:
- 3.4.1 procurement and installation of any hardware equipment, software or service (including any mobile telecommunications service, broadband, fibre service or any other Internet connection provided by any Internet service provider, including SingNet) that may be necessary to receive or use the Service; and
 - 3.4.2 any service not available on the Service that is not otherwise expressly provided herein as being part of the Service.
- 3.5 Your access to the Service or to certain features of the Service may require you to register for an Account and login information. You do not have the right to share your Account with any third party. You are solely responsible for maintaining the confidentiality of your Account and password, and you agree to accept responsibility for all activity on your Account, including unauthorised use of the Service by any third party that accesses the App through your Account, and for the security of your Account. You also agree to the following:
- 3.5.1 if so requested, you will provide accurate and up-to-date email address, contact and billing information to SingNet;
 - 3.5.2 you shall notify SingNet of any unauthorised use of your Account, including by third parties that have accessed the Service through your Account; and
 - 3.5.3 you shall not transfer or share your Account or login information with any other party.
- 3.6 You shall immediately notify SingNet in the event of any unauthorised disclosure or use of your Account or login information. Until SingNet is notified and for 7 working days thereafter (or such other period as SingNet may notify you), you shall be responsible for any and all consequences arising out of the unauthorised use of the Service.

4. Use of the Service

- 4.1 You will be granted various rights and benefits in relation to your access to and use of the Service, including the right to utilise various services. You acknowledge and agree that:
- 4.1.1 different rights and benefits may be granted to different users of the Service, as SingNet may determine, at its sole discretion;
 - 4.1.2 such rights and benefits may be subject to your compliance with certain conditions or obligations as indicated on the Service or otherwise; and
 - 4.1.3 SingNet does not represent or warrant the continued availability of any right or benefit and may, at any time at its sole discretion, revise, vary or withdraw

any right or benefit, even if such right or benefit had previously been granted to you.



- 4.2 The rights and benefits granted to you by SingNet are not transferable or assignable without SingNet's prior written consent and you acknowledge and agree that any such transfer or assignment by you shall be void.
- 4.3 You represent and warrant that your access to and use of the Service will not compromise the security or integrity of SingNet's systems, networks, site(s) or servers, whether by allowing intruders into the same, introducing viruses or other threats, imposing a disproportionate or unreasonably large load on the Service or its infrastructure, or using any computer programming routine, file, or device to damage or interfere with the operation of the Service.
- 4.4 You acknowledge and agree that the Service may include or utilise technology that limits your use of the Service and that, whether or not the Service is so limited by technology, you shall use the Service in compliance with these Terms.
- 4.5 Your usage of the Service may be controlled and monitored by SingNet (where applicable) to ensure your compliance with these Terms or to satisfy any law, regulation or any request of any applicable authority.
- 4.6 You are authorised to access and use the Service only for your personal and non-commercial use. You shall not, and shall not allow any other person to use the Service in any way other than as set out in these Terms without SingNet's prior written consent, and you shall not split, redirect, redistribute, rebroadcast, or otherwise deal with, offer or supply the Service in any manner whatsoever.
- 4.7 You agree to access or use the Service and any other information or content (including any Content) provided to you pursuant to your access to or use of the Service in a manner consistent with all applicable laws and regulations. Specifically, you will not:
 - 4.7.1 cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience to any person (including SingNet, the SingNet Affiliates or other users of the Service) by any means;
 - 4.7.2 use any robot, spider, or other automatic or manual device or process to monitor or copy SingNet's web pages or any portion of the content contained on such web pages or websites without the express written permission of SingNet or the relevant Third Party Providers;
 - 4.7.3 use any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or to impose an unreasonably or disproportionately large load on the servers serving the Service;
 - 4.7.4 use or exploit the Service or such other information or content in connection with any obscene, defamatory or illegal material, or any tobacco, pornography, pharmaceuticals or firearms, for any unlawful purpose or in any manner not expressly authorised by the relevant and appropriate parties concerned, which may include the relevant copyright owner of the information or content; or
 - 4.7.5 attempt to violate, tamper with or circumvent any security measures, encryption codes or technological protection measures in or used in connection with the Service or Content or otherwise engage in any illegal activity in relation to the Service, or enable or assist any person to do so.
- 4.8 SingNet hereby grants you a non-exclusive, revocable, personal licence to use the Service solely in the manner set out herein and in accordance with SingNet's instructions. The licence granted to you does not include any right to copy, reverse-

engineer, decompile, modify or tamper with any part of the Service. Without prejudice to Clause 12, SingNet may, at its sole discretion, modify the terms on which such



licence is granted or, in the event that you breach any of these Terms, revoke such licence.

- 4.9 You may only access and use the Service in Singapore in the manner advised by SingNet, and you shall not, or attempt or assist another person to, tamper, modify, reverse-engineer, disassemble, decompile or otherwise use any part of the Service in any manner not expressly permitted by SingNet or create derivative works based on the Service. Should you choose to install, access or otherwise use the Service from any other location other than Singapore, you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. For the purposes of these Terms, "reverse engineering" shall include the examination or analysis of the Service to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of the Service.

5. The Content

- 5.1 By accessing the Content on or through the Service, you represent and warrant that you are located in Singapore at the time of such purchase. Should SingNet at any time become aware that you have breached this warranty, SingNet shall be entitled at its sole discretion to refuse to provide the Service or any Content or limit, vary, suspend or terminate access to or use of the Service or any Content or any part(s) thereof to you.
- 5.2 You acknowledge and agree that:
- 5.2.1 all descriptions and information relating to the Content are provided for convenience only, and that SingNet does not guarantee their accuracy or completeness;
 - 5.2.2 notwithstanding any indications to the contrary on the Service or otherwise, the Content is licensed and not sold to you;
 - 5.2.3 the licence in respect of any Content that you obtain access to through the Service is subject to the rights of the relevant Third Party Provider and is limited in scope to a non-exclusive, non-transferable, licence for you (and not a third party) to access such Content via the Service, in Singapore for your personal and non-commercial use, and such licence confers no title or ownership;
 - 5.2.4 any unauthorized reproduction or distribution of the Content is expressly prohibited and may violate applicable law;
 - 5.2.5 you shall comply with the restrictions in respect of the Intellectual Property Rights in, to or over the Content as set out in Clause 6;
 - 5.2.6 your access to or use of the Content may be subject to additional restrictions which SingNet may impose from time to time; and
 - 5.2.7 you shall not transfer the Content from any wireless electronic device, including devices such as personal or portable computers, mobile telephone handsets, personal digital assistants and the like.
- 5.3 You acknowledge and agree that certain Third Party Providers shall have the right to enforce SingNet's rights in respect of your access to and use of the Content.

6. Intellectual Property Rights

- 6.1 All trademarks, trade names, logos and service marks appearing on the Service

(including the SingNet name or any trademarks of SingNet) belong to SingNet, SingNet Affiliates, Advertisers or Third Party Providers. In particular, the grant to you



of a right to access and use the Service shall not be construed as granting, by implication, estoppel or otherwise, any licence or right to use the trademarks, trade names, logos or service marks appearing on the Service without the prior written consent of SingNet or such SingNet Affiliates, Advertisers or Third Party Providers. You may not, without SingNet's prior written consent, use any such trademarks, trade names, logos or service marks as a hyperlink to the Service or any other website. All rights not expressly granted herein are reserved.

- 6.2 The Service and all content contained in or made available by the Service (including any Content), and all Intellectual Property Rights in, to or over the Service and such content, are provided by and belong to SingNet, SingNet Affiliates, Advertisers or Third Party Providers. You shall not reproduce, modify, edit, repurpose, transfer, distribute, republish, download, post, transmit, sell, rent, lease, display, perform, broadcast, sub-licence, assign or otherwise make available any rights in or to the Service or any content contained in or made available through the Service (including any Content), in any form or by any means including electronic or mechanical photocopying or recording without the prior written permission of SingNet or the relevant Intellectual Property Rights owner. All rights not expressly granted herein are reserved.
- 6.3 You agree not to remove any copyright or other proprietary notices from the Service. You also agree not to bypass, modify, defeat, circumvent or disable any security or other technical features that prevent or restrict the use or copying of the contents contained in or made available by or through the Service (including any Content).

7. Technical Support

- 7.1 SingNet shall use reasonable endeavours to provide you with technical assistance and support as set out in and in accordance with the technical support details available on the Service (if any).
- 7.2 SingNet does not warrant the timeliness, accuracy or usability of the service and any technical issues relating to the service should be directed to the respective music partner responsible for providing the service.

8. Billing, Payment and Fees

- 8.1 You shall pay to SingNet or its authorised billing agent the Fees and any other sums due or payable to SingNet for the purchase of service from SingNet, in its capacity as the commercial reseller of Apple, in accordance with the relevant terms of the applicable payment methods as prescribed by SingNet.
- 8.2 You acknowledge that any discounted Fees for subscribing to the Service for a fixed term shall in the absence of your subscription to a further fixed term, revert to the list price of such Service and charged on a month to month basis after the expiry of the fixed term.
- 8.3 You acknowledge that by accessing the Service, data charges may be incurred and you shall be responsible for such data charges. Data charges under the Service is waived only to the extent music content is accessed through the Singtel network. **Data charges will apply and are payable should you access the Service through VPN.** For clarity, data charges are only waived for streaming and downloading of audio content. Data charges apply for streaming, viewing or downloading all other content including but not limited to videos, podcasts, talkshows, advertisements, images,

audio and banner advertisements or live streaming or Apple music content accessed through the use of VPN services.



- 8.4 You shall bear and pay all Taxes. If you are required under any applicable law to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to SingNet, you shall make such deduction or withholding as required and the amount payable to SingNet shall be increased by any such amount necessary to ensure that SingNet receives a net amount equal to the amount which SingNet would have received in the absence of any such deduction or withholding.
- 8.5 You acknowledge and agree that SingNet may assign to other entities its right to bill and collect the Fees under these Terms.

9. Disclaimer of Warranties

- 9.1 SingNet does not make any express or implied warranties, representations or endorsements whatsoever (including warranties of title or non-infringement, or warranties as to merchantability or fitness for a particular purpose) with regard to the Service or any material or content on the Service (including any Content).
- 9.2 You acknowledge that the Service may include links to sites on the Internet that are owned or operated by third parties (including the music service, Advertisers and Third Party Providers) and that if you choose to use such links to access such sites or the content (including any Content) hosted, streamed, shown or displayed on such sites, you agree to review and accept such sites's terms of use before accessing such sites. You further acknowledge that you access such third party sites at your own risk and SingNet does not assume any responsibility for material or content created, published, hosted, streamed, shown or displayed by, on or from such third party sites, and by providing a link to such third party sites, SingNet does not imply that SingNet endorses the sites or the content, products or services referenced in such sites.
- 9.3 You acknowledge and agree that SingNet's role under these Terms is that of a commercial reseller of Apple, and SingNet has no control over, excludes all liability for and cannot be deemed to have endorsed the content of any material which can be accessed by accessing or using the Service, including any Content. In particular, SingNet disclaims all warranties:

9.3.1 as to:

- (i). the availability of any such Content;
- (ii). the accuracy, quality or merchantability of any such content;
- (iii). compliance with any description or requirement of any such content; or
- (iv). the uninterrupted viewing of or access to any such Content;

9.3.2 that any such content, including Content, will not:

- (i). contain any obscene, offensive, defamatory or otherwise actionable material;
- (ii). contain any advertising and promotional messages;
- (iii). violate or infringe any Intellectual Property Rights or proprietary, privacy or publicity rights of any person, or violate any obligation of confidence or any other proprietary right;

- (iv). contain any viruses, Trojan horses, time bombs or other disabling devices intended to detrimentally interfere, damage, surreptitiously intercept or expropriate any equipment, system or network; or
- (v). contain any material in any form that would otherwise render you liable for or expose you to any proceedings whatsoever; or



9.3.3 that the access to, presence of, viewing of or downloading of any such content will not breach any applicable laws.

9.4 The Service and the Content are provided on an "as is, as available" basis.

9.5 SingNet takes certain industry-accepted precautions to secure the Service or portions thereof. However, SingNet does not warrant that:

9.5.1 the use of the Service will meet your requirements;

9.5.2 the Service will always be available;

9.5.3 your use of the Service will be uninterrupted, timely, secure, error-free or virus-free, or free from other invasive or damaging code;

9.5.4 the quality of any Content accessed by you through your use of the Service will meet your expectations; or

9.5.5 any errors in the Service will be rectified.

9.6 You assume total responsibility and risk for your use of the Service. Any content accessed, streamed or otherwise obtained through your use of the Service is done at your sole discretion and own risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Service or on the Internet generally.

9.7 Without prejudice to the generality of the foregoing, save as expressly agreed in writing, SingNet does not make any representation or warranty in relation to the Service or any services, content or product available through the Service (including any Content) and you acknowledge and agree that SingNet shall have no liability or responsibility to you or any other person in relation to any such service, content or product. Should you choose to access or use any such service, content or product, you shall be solely responsible for compliance with all applicable laws in relation to the access to or use of such service, content or product.

9.8 To the extent permitted by applicable law, SingNet hereby excludes all warranties, rights and remedies (including warranties implied by statute or otherwise) to which you would otherwise be entitled by law.

10. Exclusion of Liability

10.1 To the extent permitted by applicable law, in no event shall SingNet, or any of the SingNet Affiliates, be liable to you in any way whatsoever for any direct, indirect, incidental, special and/or consequential damages, loss of profits, costs or expenses whatsoever, whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with these Terms or your access to or use of the Service or any Content, or any inability to access or use the Service or any Content.

10.2 If you are dissatisfied with any portion of the Service or Content or with any of these Terms, your sole and exclusive remedy is to terminate these Terms and discontinue your access to or use of the Service.

11. Your Warranty and Indemnity

11.1 You represent and warrant that (i) you have the full power and authority to agree to and be bound under these Terms, (ii) the execution and performance of your obligations under these Terms does not constitute a breach of or conflict with any



other agreement or arrangement by which you are bound, (iii) these Terms impose legal, valid, and binding obligations on you, and (iv) any information provided by you for the purposes of your access to or use of, or in the course of using, the Service was true, accurate and complete at the time you provided it.

- 11.2 To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless SingNet, the SingNet Affiliates and their respective officers, directors, employees and agents from and against any and all actions, claims, proceedings, costs (including legal costs incurred by SingNet or any of the SingNet Affiliates in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against SingNet or any of the SingNet Affiliates by any person and/or which SingNet or any of the SingNet Affiliates may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:
- 11.2.1 your access to or use of the Service or any Content;
 - 11.2.2 your breach of any of these Terms;
 - 11.2.3 any action taken by SingNet as part of its investigation of a suspected violation of these Terms or as a result of its finding and decision that a violation of these Terms has occurred;
 - 11.2.4 your infringement or violation of any rights of a third party; or
 - 11.2.5 your infringement or violation of any applicable law.
- 11.3 Your obligations under this Clause 11 shall survive any termination of your access to and use of the Service or your relationship with SingNet. SingNet reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you shall cooperate with SingNet in asserting any available defences.

12. Termination

- 12.1 SingNet may suspend (indefinitely or for such period as it may consider appropriate) or terminate your Account at any time at its sole discretion without notice to you.
- 12.2 SingNet or you may terminate the Service at any time by giving to the other thirty (30) days' prior written notice, provided always that if you have contracted to subscribe to the Service for a fixed term:
- 12.2.1 where the termination date is the same as or after the expiry date of the fixed term, you shall be liable to pay to SingNet, the Fees up to and including the month of the date of termination;
 - 12.2.2 where the termination date is before the expiry date of the fixed term, you shall be liable to pay to SingNet, the Fees up to and including the month of the date of termination, and except where the Service is terminated by SingNet in accordance with this clause 12.2, 100% of the monthly recurring Fees for the period between the date of termination and the expiry date of the fixed term.
- 12.3 SingNet may also terminate your Account immediately without notice to you if:
- 12.3.1 SingNet has reason to believe that your Account has been the subject of any unauthorised access, use or interception or other security breach;

12.3.2 you have, or SingNet has reason to believe that you have, committed a breach of any of these Terms, or infringed or violated the rights of any third party or any applicable law;



12.3.3 you have, or SingNet has reason to believe that you have, engaged in any activity that may hinder or adversely affect SingNet's provision of the Service or the performance of the Service;

12.3.4 SingNet is acting in compliance with a requirement of any relevant regulatory authority or law enforcement body; or

12.3.5 SingNet withdraws, discontinues or cancels the provision of the Service. 12.4 Upon the termination of your Account for any reason:

12.4.1 you shall cease to have any rights and benefits as a user of the Service;

12.4.2 your licence to access the Service shall cease; and

12.4.3 save for the provisions of Clauses 9, 10, 11 and 12, no party shall have any further obligations to the other party under these Terms.

12.5 SingNet's right to terminate your Account under this Clause 12 shall be without prejudice to any other rights or remedies which SingNet may have under these Terms.

12.6 The suspension or termination of your Account shall not affect the rights of SingNet or your obligations under any other agreement with or any indemnity given by you to SingNet thereunder.

12.7 You shall not be entitled to any payment, compensation or damages of any sort from SingNet in relation to the termination of your Account.

12.8 The termination of your Account shall not release any party from any liability which at the time of termination has already accrued, or which thereafter may accrue.

13. Assignment

13.1 You shall not assign, transfer or encumber any or all of your rights, interests and obligations under these Terms without the prior written consent of SingNet.

13.2 SingNet may assign and transfer any or all of its rights, interests and obligations under these Terms to any third party without your prior written consent.

14. Miscellaneous

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

14.2 Any provision of these Terms which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

14.3 SingNet reserves the right to take such steps as SingNet believes are reasonably necessary or appropriate to enforce and/or verify compliance with these Terms.

15. Governing Law

15.1 These Terms and your access to and use of the Service shall be subject to and governed by the laws of the Republic of Singapore without regard to conflict of law provisions. You agree that any dispute arising out of these Terms shall be resolved exclusively in the courts of the Republic of Singapore.

16. Definitions



- 16.1 In these Terms, the following words and expressions shall have the following meanings:
- 16.1.1 "Account" shall mean a user account for the Service.
 - 16.1.2 "Advertiser" means any third party that owns Intellectual Property Rights in advertisements in or on the Service.
 - 16.1.3 "Content" means any means content provide by a Third Party Provider and distributed by Apple via the Service
 - 16.1.4 "Fees" means the fees payable for the registration for, subscription to, access to and use of the Service or Content, and such other fees, in each case as SingNet may inform you from time to time, whether via the Service or otherwise.
 - 16.1.5 "Intellectual Property Rights" means all intellectual property rights, including patents, industrial designs, copyright, trademarks, service marks, trade dress, trade names, corporate names, proprietary logos or indicia, and other source or business identifiers, artist, performer or producer rights, database rights, design rights, logos, business methods, trade secrets, rights in know-how or business methods (whether registered or unregistered, and whether patented, patentable or not), rights of confidence or industrial or ancillary property rights, or any application to register any of the foregoing rights, in any part of the world and whether current or prospective, and any other similar right(s) whether or not vested, future or contingent, in any and all media now known or hereafter invented.
 - 16.1.6 "Service" means the digital music subscription service offered by Apple to subscribers of Apple Music Service, which allows subscribers to stream music to compatible devices via the App, at no local mobile data charges for audio music streaming on the premium music subscription.
 - 16.1.7 "SingNet Affiliate" means SingNet's related corporations (as such term is defined in section 6 of the Companies Act (Cap. 50)).
 - 16.1.8 "Singtel" means Singapore Telecommunications Limited.
 - 16.1.9 "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 applicable law with respect to the sale or provision of any Content to you or on any fees or payments due or payable to SingNet by you.
 - 16.1.10 "Third Party Provider" means collectively the artists, record labels, music publishing companies, performance right companies and communication collection societies, and other third parties that license rights in content available on the Service to Apple Music
- 16.2 The headings or titles to the Clauses in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.
- 16.3 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine and neutral genders and vice-versa.
- 16.4 The word "including" shall not be construed as being by way of limitation and "otherwise" shall not be construed as limited by words with which it is associated.
- 16.5 References to any "person" include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority.



Additional Terms and Conditions

1. Each eligible customer ('Eligible Customer') may enjoy three months' free access (the "Free Period") to the Apple Music Service on the Apple Music App (the "App").
2. In order to enjoy the Free Period, the Eligible Customer must not have previously enjoyed the Free Period offered by SingNet.
3. The Free Period will start as soon as we accept your request for the Apple Music Service, and will run for three consecutive months which cannot be deferred, paused or redeemed in part.
4. At the end of the Free Period, you will be charged \$9.98 a month by SingNet unless you choose to cancel. The charge will apply monthly. You may choose to cancel this subscription at end of the Free Period via the My Singtel App.
5. Customers who are **not** eligible for the Free Period, but who wish to subscribe to the Apple Music Service will be charged \$9.98 from the month from the date of Subscription until they chose to cancel or terminate the subscription.
6. Upon cancellation or termination of the Apple Music Service within the Free Period, your access to the App and Content will only cease at the end of the Free period. Service SMSes will continue to be sent up till the end of the Free Period.
7. If you are a paid customer, your access to the App and Content will cease with immediate effect upon cancellation or termination of the Apple Music Service.
8. If you choose to upgrade, move plans or enter into a new contract for mobile services, you'll be unable to benefit from this Free Period
9. The Service provides you with access to digital music and other related Content on the App and allows you to stream Apple Music to a single device at a time.
10. The Service is for personal and non-commercial use only.
11. You must read and accept the Apple Media Services Terms and Conditions including the terms of use for Apple Music. You agree to use the App and Service at your sole risk. SingNet is not responsible for examining or evaluating the Content or accuracy of any third-party services, and shall not be liable for any such third party services.
12. If you are an existing Apple Music member you will need to cancel your existing subscription directly with Apple. **If you do not, you will continue to be charged by Apple.**



13. To access some features of the Service (including downloading for offline use) you will be required to enter an Apple ID. If you do not have an existing Apple ID, you will be required to register for one. You may need to provide certain information to Apple such as your name, birth date, email address, passcode and responses to security questions. The information you supply when creating an Apple ID will be processed in accordance with Apple's privacy policy.

14. In order to administer the Apple Music Service to you, or to detect and prevent fraudulent activity SingNet is required to share will share information about you with Apple and vice

versa. By using this Service, you consent to the sharing of this data with Apple. All personal data is processed in accordance with our personal data policy at www.singtel.com.