



## **Singtel Netflix Billing-On-Behalf Terms and Conditions**

### **1. Definitions**

- 1.1. Application(s)' means any Vendor software program or other downloadable digital content (together with any applicable documentation or end user license agreement) sold or licensed through the Singtel System. Applications are normally licensed.
- 1.2. 'Billing on Behalf Service' means the services provided to You by the Singtel System, including facilitating the sale or license or subscription of Application through debiting the prices for the Applications or content to your Singtel bill
- 1.3. 'Service Provider' means a third party which provides Singtel with delivery and ancillary fulfilment services to facilitate your purchase. Service Provider may include Netflix Singapore and any other third party that Singtel may include from time to time for the Billing on Behalf Service.
- 1.4. 'Singtel' means Singapore Telecommunications Ltd, Singtel Mobile Singapore Pte Ltd, Singapore Telecom Mobile Pte Ltd, SingNet Pte Ltd, Singapore Telecom Paging Pte Ltd, Telecom Equipment Pte Ltd (Company Registration Number 198904636G) and any other related corporation of Singapore Telecommunications Ltd (collectively the "Singtel Group") in any way.
- 1.5. 'Singtel System' means the computer software and systems that enable Singtel to provide Billing on Behalf Service for third Party App Stores.
- 1.6. 'Terms' means these Terms and Conditions for Direct Carrier Billing for Netflix, including any amendments thereto that Singtel may make from time to time in its discretion.
- 1.7. 'Vendor' means an authorised application or content vendor who has entered into a contract with Service Provider to sell their Applications to users through the Singtel System.
- 1.8. 'You' means any individual who uses Singtel acquire to Application(s) or content using the Billing on Behalf Service.

### **2. Commencement of Billing on Behalf Service**

- 2.1. You are deemed to accept these Terms when You first use the Billing on Behalf Service, including by clicking a virtual button Netflix Singtel site or purchasing from any sales, customer care or online channels expressly agreeing to these Terms. In this regard, You expressly appoint and authorise the relevant Singtel Group entity, as your commercial agent in accordance with Part 2 of the First Schedule of the Payment Services Act 2019 (No.2 of 2019), to conclude the sale or purchase of Applications or content on your behalf. For the avoidance of doubt, by virtue of such appointment, the relevant Singtel Group entity shall have the authority to enter into a binding legal contract on behalf in relation to any of your purchases pursuant to your use of the Billing on Behalf service.
- 2.2. By agreeing to be bound by the Terms, You represent and warrant that You are at least 18 years of age and legally capable and permitted to accede to these Terms.
- 2.3. If You allow any other person to access or use the Billing on Behalf 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 Billing on Behalf Service.

### **3. Provision of Billing on Behalf Service**



- 3.1. Singtel shall not be liable for any delay in or for failure to perform obligations under this Agreement if that delay or failure is caused by circumstances beyond Singtel's control or by a third party.
- 3.2. Singtel has no control over the Applications and/or content provided via Service Providers and is not responsible to ensure that Applications and/or content will not contain or promote anything defamatory, illegal or discriminatory.
- 3.3. Each Application and your use of it is subject to the terms and conditions contained in Vendor's end user license agreement, as set out on their website or wapsite or as otherwise provided to You by them.
- 3.4. Neither Singtel nor Service Provider provides any operational or technical support for Applications. The Vendor may provide such support.
- 3.5. Singtel may suspend or terminate Your use of the Billing on Behalf Service where it is suspected that there is unauthorized or fraudulent use.
- 3.6. The Billing on Behalf Service is only available to Singtel customers. If You transfer or "port" your mobile telephone number from us to another carrier, You will be deemed to have cancelled the Billing on Behalf Service and will no longer be able to use the Billing on Behalf Service for the mobile telephone number after the "transfer" or "porting" is completed. Notwithstanding the above, You shall remain responsible for all fees and charges incurred prior to the transfer or "port". If You are a prepaid customer, You will not be entitled to a refund of any balance on your prepaid account.

#### **4. Charges and Payment**

- 4.1. Prices for Applications and/or contents are determined by the Service Provider and are subject to adjustment or taxes or currency exchange rates.
- 4.2. You agree and acknowledge that by Your acceptance of a charge or prices for the Applications and/or contents during the transaction process, Singtel shall be entitled to collect payment from You through:
  - (i) month Singtel bill
- 4.3. If You subscribe to a subscription service, You will be billed in accordance with the subscription frequency and price indicated at the beginning of the service. You are required to refer to the subscription cancellation option at the time of subscribing the service. The cancellation request has to be made to the respective vendor or service provider. If the subscription is not cancelled prior to the renewal date, You will no longer have the right to cancel or receive a refund and any cancellation will take effect from the following renewal period.

#### **5. Personal Information**

- 5.1. Singtel will comply with all applicable data protection laws, and will not use any personal information that may identify You ('PI') other than as required to fulfil Singtel's obligations to You or to Service Providers, Vendors, governmental, including tax, authorities in connection with a purchase of the Application(s) or content, under these Terms. You hereby consent to such use of Your PI being collected (b) used (c) processed (d) transmitted and/or (e) disclosed to, or by Singtel, our Service Providers, or Vendors for the purpose of providing the Billing on Behalf Service under these Terms.
- 5.2. You acknowledge that your PI will be stored in servers in Singapore and, as such Singapore data protection laws will apply. You acknowledge and agree that many Service Providers and Vendors are based outside of Singapore, therefore Singtel cannot guarantee they follow the same due diligence



with regards to personal information as Singapore companies. Singtel requires that Vendors post clear information about data collection practices as part of their own privacy policies.

## 6. Warranties

- 6.1. The Billing on Behalf Service is provided here under “as is” and “as available” and Singtel hereby excludes all conditions, endorsements, guarantees, representations, or warranties of any kind to the fullest extent permitted by applicable law.
- 6.2. You will have the benefit of the Vendor’s warranty (if any) with the Application supplied. You may also have other rights that vary by state, province, or country. Some jurisdictions may not allow the exclusion or limitation of implied warranties and conditions

## 7. General

- 7.1. If any of the terms contained in this Agreement are held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed omitted without affecting or impairing the validity and enforceability of the rest of the Agreement.
- 7.2. This Agreement may be assigned by Singtel.
- 7.3. Failure by either party to exercise or enforce any right conferred by these Terms against the other party shall not be or be deemed to be a waiver of any such right or in any way prejudice any right of that party under these Terms.
- 7.4. Save as specifically provided for in Clause 2.1 above, nothing in this Agreement shall create, or be deemed to create, the relationship of principal and agent or a joint venture or partnership between the parties.
- 7.5. You agree to indemnify Singtel for any and all losses, costs, damages, claims, expenses, actions and proceedings whatsoever arising from: (a) the use of the Billing on Behalf Service; or (b) breach of any provision of these Terms.
- 7.6. You may not transfer pre-payments or any of your rights and responsibilities under this Agreement.
- 7.7. Singtel’s Premium Rate Service (PRS) Barring Service and Youth Service are not applicable to the Billing on Behalf Service. Where You are subscribed to the PRS Barring Service and / or the Youth Service, please note for the avoidance of doubt that the Billing on Behalf Service is not covered under the PRS Barring Service and / or the Youth Service.
- 7.8. These Terms shall be subject to and construed in accordance with the laws of the Republic of Singapore and You hereby submit to the non-exclusive jurisdiction of the courts of Singapore.
- 7.9. Save for Singtel Group, no person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any provision of these Terms.

## 8. Other Terms and Conditions

- 8.1. Eligible residential postpaid customers are required to complete the verification of their applicable Singtel mobile services by connecting to their Singtel 3G/4G mobile data network to perform billing on behalf with Netflix



8.2. 10. By signing up for a Netflix Singapore account, Customers are required to agree to the following:

8.2.1. That the Netflix Singapore subscriber is over the age of 18.

8.2.2. That the Netflix Singapore subscriber agrees to the Terms of Use and Privacy Statement of Netflix.

8.2.3. That the Netflix Singapore subscriber understands that the Netflix subscription will continue from month-to-month automatically, and that the subscription will be charged monthly to his/her selected payment method until the subscriber cancels his/her Netflix Singapore account.

8.3. Any changes to and/or termination of Netflix Singapore accounts must be done with Netflix Singapore. No refund nor waivers will be entertained on Singtel bill after customer accepts terms to bill-on-behalf for Netflix.

8.4. Netflix terms and conditions apply to the Netflix Singapore service.

8.5. Singtel Postpaid Mobile terms and conditions apply <https://www.singtel.com/mobile-terms-and-conditions>

8.6. Singtel General Terms & Conditions apply <http://info.singtel.com/terms-general>