

MobileSwop Unlimited and MobileSwop Unlimited Premium

Consumer Terms and Conditions

Critical Information Summary

GENERAL

This Critical Information Summary is a summary of key information that we would like to highlight to you as they are especially important. The full terms and conditions of the agreement are set out below under "Our Agreement with You".

MOBILE SWOP FEATURES

With MobileSwop Unlimited, you can make one of the following "Service Requests":

- (i) "Swop" - where you will receive a Like Mobile Device in exchange for your Registered Device by paying a Swop Fee; or
- (ii) "Replacement" – where you will receive a Like Mobile Device without returning your Registered Device if it is not in your possession by paying a Replacement Fee, (the "Device Swop and Replacement Service").

MobileSwop Unlimited Premium allows you to access both the Device Swop and Replacement Service as well as technical support from the "Tech Assist Service" from 9am to 6pm. You can also access our 24/7 Tech Assist portal at www.mobileswopunlimited.com or via My Singtel app.

MINIMUM SUBSCRIPTION PERIOD / FEES

Acceptance, Start Date and Minimum Term - Depending on the service you have signed up, the Term of this agreement is for a minimum of 1 month or 12 months or 24 months from the successful date of your application.

Monthly Fee: Depending on your Program, you will pay the monthly fee of \$9.25 (exclusive of GST) for MobileSwop Unlimited or \$12.06 (exclusive of GST) for MobileSwop Unlimited Premium. We will prorate the Monthly Fee due on the first and last months of your Program subscription to the number of days of actual subscription.

Service Fee: You will pay the "Swop Fee" or the "Replacement Fee" based on the retail price of your handset at the point of subscription. Please refer to the table below:

Handset Tier Pricing* (excluding GST)	Swop Fee** (including GST)	Replacement Fee** (including GST)
\$2,000 or more (Foldable Devices only)	S\$500.00	S\$1,000.00
S\$2,000 or more (Non-foldable Devices)	S\$300.00	S\$860.00
S\$1,500 to \$1,999.99	S\$260.00	S\$690.00
S\$1,000 to S\$1,499.99	S\$170.00	S\$550.00
S\$600 to \$999.99	S\$150.00	S\$500.00
S\$599.99 or less	S\$80.00	S\$220.00

* Based on recommended retail purchase price (RRP) of the Registered Device on the date you purchased the Registered Device, as advised in your Agreement.

** The Swop Fee and Replacement Fee may be amended from time to time. Above fees are applicable for Program enrolment on or after 19 August 2022 .

Termination Fee: If your MobileSwop subscription is terminated before the end of the Minimum Term, there will be an Early Termination Charge, calculated as follows:

Monthly fee x Remaining months in the minimum subscription period

You will need to sign for a new MobileSwop Unlimited plan if you want to use the Device Swop and Replacement Service for your new device. We reserve the right to decline your application, and will inform you by SMS, telephone or email within 21 working days from the time of application if declined.

MobileSwop Unlimited and MobileSwop Unlimited Premium

Terms and Conditions

GENERAL

These terms ("**Terms**") form part of the application form (the "**Agreement**") you signed at the time you applied for MobileSwop Unlimited or MobileSwop Unlimited Premium (each, a "**Program**"). They apply to your legal relationship with Singtel Mobile Singapore Pte Ltd ("**Singtel Mobile**", "**we**", or "**us**", as the context may apply) in respect of your Program.

All prices stated are inclusive of 8% GST, unless otherwise stated. We will adjust our prices according to prevailing GST rates.

PROGRAM SUMMARY

Upon your successful enrolment for a Program and ongoing compliance with these Terms:

With MobileSwop Unlimited, you can make one of the following "**Service Requests**":

- (i) "**Swop**" - where you will receive a Like Mobile Device in exchange for your Registered Device by paying a Swop Fee; or
 - (ii) "**Replacement**" - receive a Like Mobile Device without returning your Registered Device if it is not in your possession by paying a Replacement Fee,
- (the "**Device Swop and Replacement Service**")

For MobileSwop Unlimited Premium subscribers, you will be entitled to both the Device Swop and Replacement Service as well as technical support from the "Tech Assist Service" to help with your device or answer technical questions about your device from 9am to 6pm. You can also access our 24/7 Tech Assist portal at www.mobileswopunlimited.com or via My Singtel app.

The Programs are supported by NEW Asurion Singapore Pte Ltd ("**Asurion**"), a service provider of Singtel Mobile assisting in providing the Programs.

ENROLLING

Eligibility to apply - To request enrolment for a Program for an Eligible Device, you must fulfil all the following criteria:

- 1) you must be a residential or Corporate Individual Scheme customer on an active postpaid mobile plan with us (your "**Mobile Plan**");
- 2) you must register the Eligible Device to be tied to your **Mobile Plan** (the "**Registered Device**");
- 3) you should not be in default of any payment obligations in relation to your Mobile Plan;
- 4) if your Eligible Device is purchased under a device agreement with a Mobile Plan, you must use the Eligible Device with that Mobile Plan;
- 5) you should not have been previously rejected or terminated from the Program by Singtel Mobile or another service which allows you to exchange and/or replace a Device; and
- 6) you should not be otherwise ineligible for the Program, in Singtel Mobile's sole discretion.

We reserve the right to decline your application, and will inform you by SMS, telephone or email within 21 working days from the date of application if declined.

Time of application - You can apply for the Services:

- (i) at the time you sign up or recontract your Mobile Plan with an Eligible Device ("**Application**"); or
- (ii) any time within 30 days after you sign up or recontract your Mobile Plan with an Eligible Device ("**Post Purchase Application**").

Post Purchase Application - You will need to fulfil all the following additional conditions:

- a. You can only make a Service Request after 30 days from the Start Date (such period being exclusive of the Start Date)
- b. You must provide proof of purchase of the Eligible Device;
- c. the Eligible Device must be active on Singapore Telecommunication Limited's network ("**Network**").

Acceptance, Start Date and Minimum Term – Depending on the Program you have signed up, you will be enrolled on a monthly basis; or for a minimum term of 12 months or 24 months (each a "**Minimum Term**") from the date your application is successful (the "**Start Date**"), unless otherwise stated.

FEES

Monthly Fee Depending on your Program, you will pay the monthly fee of \$9.25 (exclusive of GST) for MobileSwop Unlimited or \$12.06 (exclusive of GST) for MobileSwop Unlimited Premium. We will prorate the Monthly Fee due on the first and last months of your Program subscription to the number of days of actual subscription.

Service Fee - Service Fee: You will pay the swop fee ("**Swop Fee**") or the replacement fee ("**Replacement Fee**") (each a "**Service Fee**") based on the retail price of your handset at the point of subscription. Please refer to the table below:

Handset Pricing* (excluding GST)	Swop Fee** (including GST)	Replacement Fee** (including GST)
\$2,000 or more (Foldable Devices only)	S\$500.00	S\$1,000.00
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S\$1,500 to \$1,999.99	S\$260.00	S\$690.00
S\$1,000 to S\$1,499.99	S\$170.00	S\$550.00
S\$600 to \$999.99	S\$150.00	S\$500.00
S\$599.99 or less	S\$80.00	S\$220.00

** Based on recommended retail purchase price (RRP) of the Registered Device on the date you purchased the Registered Device, as advised in your Agreement.*

*** The Swop Fee and Replacement Fee may be amended from time to time. Above fees are applicable for Program enrolment on or after 19 August 2022*

TERMINATION

By you - You can terminate your Program at any time by calling 1688 or via My Singtel app.

By Singtel Mobile - We may immediately terminate your Program if we reasonably believe that:

- 1) you are using your Program (whether intentionally or not) in a way that may adversely impact Singtel Mobile or Singtel Mobile's reputation;
- 2) you are using your Program in a manner which is (i) fraudulent, illegal or related to any criminal activity; or (ii) intended to make a commercial gain;
- 3) you have breached these Terms;
- 4) you are or may become bankrupt;
- 5) you have provided Singtel Mobile with incorrect, false or incomplete information or you have failed to provide any additional information that Singtel Mobile may request, including identity information;
- 6) you have not promptly paid any bills issued by Singtel; or
- 7) for any other reason at Singtel Mobile's discretion.;

Termination Triggers – Your Program will terminate immediately if:

- 1) your Mobile Plan is terminated by you, or by Singtel Mobile;
- 2) you migrate your Mobile Plan to a pre-paid mobile plan or a non-eligible post-paid plan;
or
- 3) you transfer your Mobile Plan to another person.

Termination Fee: If your MobileSwop subscription is terminated before the end of the Minimum Term, there will be an early termination fee ("**Early Termination Fee**"), calculated as follows:

Monthly fee x Remaining months in the minimum subscription period

No reactivation - If the Program has been terminated for an Eligible Device, it cannot be reactivated for that same Eligible Device.

Suspension of your Mobile Plan - If your Mobile Plan is suspended (by you or Singtel Mobile, for any reason other than a lost SIM card) for more than one (1) month, this Agreement and your Program will be terminated. We will not be able to reactivate the Program for that same Eligible Device.

NO CHANGE OF REGISTERED DEVICE

You may not change your Registered Device except for:

1. the change made following a Swop or a Replacement; or
2. the exchange of your Registered Device in the context of the manufacturer's warranty scheme for a new device which is identical to your Registered Device. You must inform the Contact Centre of such change and provide proof of exchange where necessary

for Singtel to update its records with the IMEI of the new device, from which time the new device will become the Registered Device.

DATA PRIVACY

The Programs are subject to Clause 15.2 of the General Terms and Conditions of Services (<https://www.singtel.com/terms-general>) and the Singtel Data Protection Policy (<https://www.singtel.com/data-protection>). In addition, as a prerequisite to enrolling in and using the Program, you consent to Singtel's service provider (and data intermediary, for the purposes of the Personal Data Protection Act 2012 ("**PDPA**")), Asurion:

- 1) using and/or disclosing any of your personal information:
 - a. in accordance with the Singtel Data Protection Policy;
 - b. for the purposes of:
 - i. assessing your eligibility for enrolment in a Program;
 - ii. providing you with your Program (including digital advertising in connection with the Tech Assist Service prior to your use of this service);
 - iii. allowing direct and indirect contact with you in connection with your Program; and
 - iv. managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputes (collectively the "**Purposes**");
 - c. to any relevant governmental and/or regulatory authorities where legally required; and
- 2) storing, transferring or hosting data with its affiliates, partners, subsidiaries, or unaffiliated third parties including third-party service providers, relevant governmental and/or regulatory authorities, whether in Singapore or other countries, for the Purposes and intent of providing you with your Program. The recipients of these data are bound by local laws, legally enforceable agreements and/or legally binding corporate rules which provide a standard of protection that is at least comparable to the protection under the PDPA.

MISCELLANEOUS

The Programs, these Terms, the Monthly Fee and the Service Fees are subject to change (and in the case of the Programs, withdrawal) at any time. We will notify you of the changes through the Website and if you continue your subscription to your Program after such changes are published on the Website, you will be deemed to have agreed to those changes.

If we withdraw the Programs:

- 1) we will provide you 30 days prior notice to the effective date of withdrawal;
- 2) your Minimum Term will end on the effective date of withdrawal; and
- 3) you will not be required to pay the Early Termination Fee.

You will not be able to make any Service Requests from the date your Program is withdrawn.

If we introduce new services, you may be entitled to subscribe to such services (at an additional cost) by contacting the Contact Centre, and the Monthly Fee will be pro-rated accordingly. The Programs in general, and completion of Service Requests and TA Requests

in particular, are subject to events beyond our reasonable control. If such events occur, the Programs will be suspended until further notice.

Apart from these Terms, we expressly disclaim all warranties of any kind save for those which are statutorily mandated under Singapore law. We shall not be liable for any direct or indirect loss or damage caused to you in respect of any matter howsoever arising in connection with the provision and/or your use of your Program. You agree to defend, indemnify and hold faultless Singtel, Singtel Mobile, its associates and their directors, officers, successors and assigns, from and against any and all liabilities, damages, losses, costs and expenses caused by or arising out of your use of your Program.

In addition to these Terms, you shall be bound by and shall fully comply with Singtel's General Terms and Conditions of Service ("**General Terms**", <https://www.singtel.com/terms-general>) and Singtel Mobile's Specific Terms and Conditions of Service ("**Specific Terms**", <https://www.singtel.com/terms-mobile>), which terms and conditions shall be deemed incorporated into these Terms by reference. In case these Terms contradict the General Terms or Specific Terms, these Terms shall prevail.

We may from time to time offer promotions relating to the Programs. Any such promotions shall be governed by its set of terms and conditions, and by these Terms. In case the promotion's terms and conditions contradict these Terms, the promotion's terms and conditions shall prevail.

DEVICE SWOP AND REPLACEMENT SERVICE

Service Request - You may only make a Service Request via the Contact Centre, or by other means that we may advise on the Website.

Entitlement - You are entitled to:

- 1) as many Service Requests for a Swop as you require, provided you comply with the remainder of these Terms; and
- 2) one Service Request for a Replacement within a rolling 12 month period for each Registered Device. The rolling 12-month period starts from the delivery of a Like Mobile Device for your Replacement Service Request

If you have made a Service Request for Replacement of a Registered Device, then you may not make another Service Request for Replacement for 12 months from the date of the delivery of your Like Mobile Device.

Conditions - The Contact Centre will only accept Service Requests if Singtel Mobile reasonably believes that:

- 1) you purchased your Registered Device under a Device agreement with your Mobile Plan, your Mobile Plan is still active and you are still using the Registered Device with the mobile number associated to your Mobile Plan, as determined by us;
- 2) your subscription to the Program is still active as at the time of the Service Request and your Registered Device was active on the Network at the time of the Service Request;
- 3) you have provided all additional information reasonably requested by us, including proof of identity;
- 4) you are not using the Programs in a manner which is: (i) fraudulent, illegal or related to any criminal activity; or (ii) intended to make a commercial gain;

- 5) you do not have any outstanding Singtel bills (other than your current bill);
- 6) you do not have another Service Request pending or unfulfilled;
- 7) the Service Request is not for a Device Accessory and provided there is availability of Like Mobile Devices.

When you make a Service Request, you are not required to prove that your Registered Device is broken, lost, stolen or damaged. We may, however, ask you about the condition of your Registered Device or the reason why your Registered Device is not available for a Device Swop, for informational purposes so that we can best facilitate your Service Request.

The title in and any rights to the Registered Device shall transfer to us on acceptance of your Service Request relating to that Registered Device, whether the Registered Device is in your possession or not, and you hereby assign to us all associated rights and benefits of any manufacturer's warranty. As the owner of the Registered Device, we or Asurion may: (i) register the IMEI of the Registered Device with the Singapore Police Force and any other relevant local authorities; and (ii) take any other action consistent with ownership of the Registered Device deemed necessary including informing the Singapore Police Force and any other relevant local authorities to assist in recovery of the Registered Device.

Like Mobile Device – At the time of your Service Request, we will indicate to you the Device we will provide as a Like Mobile Device. We make no representation or warranty that any Like Mobile Device will be identical or offer the same functionality as your Registered Device. If it is available, you will be offered a Like Mobile Device that is the same make and model as your Registered Device, but not necessarily the same colour. Otherwise, we will offer you a comparable Device with a feature and attribute range similar to the Registered Device instead. If your Registered Device is a limited or special edition model and we are unable to provide you with an identical Like- Mobile Device, we will indicate to you the Device we will provide as a Like Mobile Device or otherwise advise you on stock availability on a case-by-case basis.

If you do not wish to accept the Like Mobile Device offered for any reason (not being colour), we may (though not legally obliged to do so) in our sole discretion and on a goodwill basis, offer you the option to wait for up to 30 days (the “**Goodwill Period**”) for us to offer you another Like Mobile Device (a “**Second Like Mobile Device**”). We will contact you before expiry of the Goodwill Period to offer the Second Like Mobile Device. If you do not wish to accept the Second Like Mobile Device for any reason, we will have no further obligation in relation to the goodwill offer. Your Service Request will be cancelled without further reference to you and we will not be liable to you for your own decision to decline the Second Like Mobile Device.

If you do not wish to accept the Like Mobile Device offered because of the colour when you are offered the same make and model as your Registered Device, your Service Request will be cancelled without further reference to you and we will not be liable to you for your own decision to decline the offered Like Mobile Device.

Warranty - Each Like Mobile Device has a 6-month warranty against manufacturer malfunctions and manufacturer defects that starts from the date of delivery and this warranty replaces any Original Equipment Manufacturer warranty you had for your original Registered Device. You may make a warranty claim for a Like Mobile Device by contacting the Contact Centre (“**Warranty Request**”). We will handle a Warranty Request in the same way as a Swop Service Request except that a Warranty Request will not count towards your Entitlement and you will not need to pay any Service Fee. Please note that detailed physical checks will be

performed on the Device and the reported malfunction or defect must be present for us to process the Warranty Request.

Data transfer - We are not responsible for the transfer of any data or information between the Registered Device and the Like Mobile Device. Such a transfer is done entirely at your own risk. In the event there is any inconvenience, delay, loss, or damage to any data or information, you agree not to hold us responsible or liable for any such loss, delay or damage to you. You will be responsible for deleting all data, including your personal information or any other confidential information on the Registered Device or any included storage devices before returning your Registered Device. We and Asurion will not be responsible for any data remaining on the Registered Device or any included storage devices. You agree that we and Asurion will not be responsible for the security, protection, use, loss, or disclosure of your data on the Registered Device or any included storage devices and release us from any liability in relation to such data.

Service Fee - The Service Fee will be payable by credit card or debit card at the time of your Service Request, or by any other payment method that we may choose to make available. The Service Fee is payable directly to Asurion who has been appointed by Singtel Mobile to collect the Service Fee.

Delivery in Singapore – We will deliver a Like Mobile Device to a residential or commercial address. We will not deliver a Like Mobile Device to a post office box, MRT station, shopping centre, car park or any other public place. The decision on whether to deliver to any location other than your registered address is in our sole discretion.

The delivery will be via courier within the delivery times specified below and subject to (i) any extensions as may be required for force majeure events; (ii) delay to the delivery by the courier; (iii) events outside our reasonable control (including no available stock of Like Mobile Devices); or (iv) where we deem it necessary to perform additional verifications relating to your Service Request.

Service Request received	Delivery time*
Monday to Friday, 8 am to 2 pm	Within 4 hours of the Service Request
Monday to Friday, between 2 pm and midnight	The next day before 12.00 noon
Monday to Saturday, midnight to 8am	The same day before 12.00 noon
Saturday 8 am to 2 pm	Within 4 hours of the Service Request
Saturday 2 pm to Sunday 10am	Sunday before 6 pm**
Sunday after 10 am	The next day before 12.00 noon

* For delivery times that fall on a public holiday, the delivery will occur on the next day that is not a public holiday. These delivery times do not apply if you have opted to wait for a Second Like Mobile Device.

** Additional \$85.60 (including GST) charge applies for all deliveries made on Sundays.

The Contact Centre will advise you on the time frame for deliveries to Jurong Island and the outlying islands of Singapore. Deliveries to an address on the main island of Singapore or Sentosa will be made at no charge to you except that any deliveries (a) after two failed attempts on Monday-Saturday; or (b) scheduled for Sunday or public holidays which will be subject to a surcharge to be paid by you in advance by credit card.

Delivery formalities - In order to complete the Service Request, the courier engaged by Singtel Mobile to deliver the Like Mobile Device will:

- 1) ask for and verify the same identity proof you provided when enrolling for your Program;
- 2) in the case of a Swop:
 - a. verify that the Device you are presenting is the same as the Registered Device (by comparing the IMEI) and has had all activation and device locking features disabled;
 - b. collect the Service Fee from you if it has not been paid by credit card at the time of the Service Request, and collect the Registered Device from you (the "**Original Registered Device**");
 - c. deliver the Like Mobile Device (the "**Delivered Device** ") to you alone (and no proxy will be accepted).

You must disable all activation and device locking features such as 'Find My iPhone' or other such features like device pairing before returning your Registered Device to the courier. The 'Find My iPhone' feature can only be turned off using your unique Apple ID and password. If you do not disable such a feature, we may have to cancel your Service Request or treat your Service Request as a Replacement and charge the Replacement Fee.

As soon as the Delivered Device is in your possession, you acknowledge that:

- 1) the Delivered Device becomes your Registered Device;
- 2) the Delivered Device is sufficient consideration for you to transfer ownership of the Original Registered Device;
- 3) you have relinquished all rights to the Original Registered Device; and
- 4) we will not return the Original Registered Device to you.

Incorrect Device - In the case of a Swop, if we discover that the Device you returned to our representative was not the Registered Device at the time of the Service Request, you shall return the correct Eligible Device within seven (7) days of delivery of the Delivered Device. Failing this, we may charge you an additional fee equivalent to the Service Fee.

Modification - In the case of a Swop, if Singtel Mobile discovers that the Device you are returning or have returned to its representative has been the subject of Modification, we may have to cancel your Service Request or treat your Service Request as a Replacement and charge the Replacement Fee.

TECH ASSIST SERVICE (for MobileSwop Unlimited Premium subscribers only)

TA Request – You may use the Tech Assist Service for tech support through the Website or My Singtel app. You cannot make a TA Request at a Retail Store. You are entitled to as many TA Requests as you require, provided you comply with the Terms.

Conditions – Your TA Request will only be accepted if we reasonably believe that:

- 1) the IMEI of the Registered Device, subscriber's name, mobile phone number and National ID under which the account is active are correct and correspond with the information given to Singtel by you;
- 2) your Mobile Plan and subscription to the Program remain active at the time of the TA Request and your Registered Device was active on the Network before the time of the TA Request;
- 3) all outstanding Monthly Fees under this Agreement and charges under the Mobile Plan have been paid by their due dates;
- 4) you are not using the Program in a manner which is: (i) fraudulent, illegal or related to any criminal activity; or (ii) intended to make a commercial gain; and
- 5) the Registered Device has not been the subject of Modification.

Your use of the Tech Assist Service is subject to additional terms of service as stipulated and which you accept by using the Tech Assist Service. By using the Tech Assist Service or making a TA Request, you agree to the Singtel Data Protection Policy and the terms of service for the Tech Assist Service.

DEFINITIONS

Contact Centre means the Program contact centre available at the Website.

Device means a mobile wireless device that (i) has a display screen; (ii) supports one or more wireless network connectivity options; and (iii) that is operated using touch input or a miniature keyboard. It does not include any Device Accessories.

Device Accessories means anything that is either (i) provided by the original manufacturer in the box with a Device; or (ii) sold separately to be used in conjunction with a Device. It includes (i) batteries; (ii) SIM cards; (iii) memory cards; (iv) chargers; (v) ear buds; (vi) boxes; (vii) cases; (viii) cables; (ix) styli and (x) mounts.

Eligible Device means a new Device with a valid IMEI and that is (i) on the supported device list on the Website and purchased by you at a Retail Store under a Device Agreement with a postpaid mobile plan; or (ii) supplied to you by the original equipment manufacturer under a warranty claim.

IMEI means the international mobile equipment identity number for a Device.

Like Mobile Device means a Device, compared to the Registered Device, that: (i) is of similar kind, quality and functionality; (ii) is new or refurbished (containing original or non-original manufacturer parts); (iii) has same or greater memory; (iv) may be a different model or colour; (v) has a different IMEI; (vi) is provided in plain packaging marked "not for resale" rather than the original manufacturer packaging; and (vii) does not include any Device Accessories.

Modification means any modification or repair made to a Device's hardware or software that is not undertaken or authorized by the original equipment manufacturer, including "jail-breaking" or "rooting".

Services means the Device Swop & Replacement Service and Tech Assist Service (each a "Service").

Retail Store means any Singtel Retail shop, Singtel Exclusive Retailer, Singtel Telesales or SingtelShop.com.

Tier means the tier of your device for the purpose of determining your Swop Fee or Replacement Fee as set out in your Agreement.

Website means the website(s) dedicated to the Programs, through which you can access information and assistance, at www.singtel.com/mobileswopul and www.mobileswopunlimited.com.