

### Specific Terms And Conditions for "YAY! Monthly Plan"

#### 1. Definitions

"General Terms" refers to Singapore Telecommunications Limited's Terms and Conditions of Service – General, as may be amended from time to time, and which is available for inspection at <a href="http://www1.singtel.com/terms-general.html">http://www1.singtel.com/terms-general.html</a>.

"Local Data Bonus Account" refers to the charging account of each of the Prepaid Bonus Top-Ups (where applicable) for local data usage.

"Local Talktime and SMS Bonus Account" refers to the charging account of each of the Prepaid Bonus Top-Ups (where applicable) to send local SMS and to make local voice calls (excluding premium calls to 1800/1900/100/LDD/15xx).

"Local Talktime Bonus Account" refers to the charging account of each of the Prepaid Bonus Top-Ups (where applicable) to make and receive local voice calls (excluding premium calls to 1800/1900/LDD/15xx).

"Local SMS Bonus Account" refers to the charging account of each of the Prepaid Bonus Top-Ups (where applicable) to send local SMS.

"Main Account" or "MA" refers to the User's charging account from which the charges for purchases of any plans (where applicable) and all chargeable calls and data, as the case may be, will be deducted from when the values in the applicable Prepaid Bonus Top-Up Bonus Accounts are fully utilised.

"Prepaid Bonus Top-ups" or "Prepaid Top Up Cards" means each of ChinaSaver\$22, MyanmarSaver\$23, RedHot\$30, BigHot\$130, SUPER HOT\$128, BONUS\$30, HOT\$55, DataTalk\$22, YO!18, LOCALSAVER\$18, China 888.

"Prepaid Bonus Top-ups Bonus Accounts" or "Bonus Accounts" means the bonus accounts of each of the Prepaid Bonus Top-Ups.

"Specific Terms" refers to Singapore Telecommunications Limited's Specific Terms and Conditions for Singtel Mobile, as may be amended from time to time, and which is available for inspection at <a href="http://info.singtel.com/terms-Mobile">http://info.singtel.com/terms-Mobile</a>.

"Singtel Mobile" refers to Singtel Mobile Singapore Pte Ltd (CRN: 201012456C).

"User" refers to a customer who holds a pre-paid account with Singtel Mobile subject to the relevant terms and conditions of use of the applicable pre-paid card.

Words and expressions used in these Terms and Conditions shall have the same meaning as defined in the General Terms and/or the Specific Terms unless the context otherwise requires.

The headings or titles to the clauses in these Terms and Conditions are for reference only and shall not be referred to or relied upon in the construction of any provision of these Terms and Conditions.

# 2. YAY! Monthly Plan

2.1 The YAY! Monthly Plan may only be purchased through Singtel hi!App. The YAY! Monthly Plan will be automatically renewed upon expiry every 30 days unless automatic renewal is terminated by User through the Singtel hi!App. User must authorise a recurring credit or debit card deduction on the Singtel hi!App for payment of the YAY! Monthly Plan renewal, which deduction will take place upon renewal of the YAY! Monthly Plan every 30 days.



2.2 Details of the YAY! Monthly Plan are as set out below or as may be determined by Singtel Mobile in its sole discretion.

Data	3GB (anytime) + 2GB (from 0000hr to 0800hr)
Unlimited Data for: - WhatsApp - WeChat - Line	Fair usage of 1GB per day applies for free access to WhatsApp; Line and WeChat. Unlimited access to WhatsApp, Line and WeChat only includes messaging and does not include video/voice call.
Local Call	200 mins
Incoming Calls	Free
Local SMS	200 SMS
Caller ID	Free
Validity Period	30 Days (automatically renewed)

# 3. Rates and Charges

- 3.1 All unused bundled values in the YAY! Monthly Plan shall be forfeited upon expiry of the Validity Period and will not be rolled over and/or extended notwithstanding automatic renewal of the YAY! Monthly Plan.
- 3.2 All calls, SMS and data usage in excess of the bundled values in the YAY! Monthly Plan will be chargeable at the Singtel Mobile's prevailing standard rates and will be deducted from the Main Account. Singtel Mobile reserves the right to revise or vary the standard rates as Singtel Mobile may from time to time determine in its sole discretion. The imposition of such revised fees, and changes and amendments thereto, shall be effective upon posting on Singtel's website at <a href="https://www.singtel.com/prepaid">www.singtel.com/prepaid</a> or on such date as may be otherwise stated. The User's continued use of the services provided by Singtel Mobile will constitute acceptance of such revised fees and charges and amendments thereto.
- 3.3 Local calls are charged based on per minute block.
- 3.4 Local data are charged based on per 10Kb block.

### 4. Abuse

- 4.1 Users shall not abuse, misuse, exhaust or otherwise take unfair advantage of the YAY! Monthly Plan to the detriment of other Users and/or Singtel Mobile. In particular, Users shall not use or apply SMS services under the YAY! Monthly Plan for delivering short messages as an aggregator or a gateway, delivering unsolicited short messages, or reselling the short message services to any other persons.
- 4.2 If a User breaches the above condition or if Singtel Mobile in its absolute discretion considers that the use of the YAY! Monthly Plan by the User will unfairly deprive other Singtel Mobile customers of such services or otherwise adversely affect Singtel Mobile's interests, Singtel Mobile may, with or without notice to such User suspend or disconnect the services provided Singtel Mobile to the User in respect of the YAY! Monthly Plan and/or restrict the use of the YAY! Monthly Plan by such User.

#### 5. General



- 5.1 The YAY! Monthly Plan once sold, is non-refundable or exchangeable for cash or any products. There will be no refund for any unused value upon expiry, termination, or change in prepaid mobile number.
- 5.2 Singtel Mobile may at its discretion and/or terminate, suspend in whole or in part the YAY! Monthly Plan without prior notice and without any liability.
- 5.3 Users are solely responsible for their use of the YAY! Monthly Plan. Singtel Mobile shall not be liable in any way to any User or any other person for any losses or damages of any kind, including but not limited to direct, indirect, incidental, consequential, special or punitive damages arising out of or in connection with the use of the YAY! Monthly Plan.
- 5.4 Singtel Mobile's records relating to usage and charges in respect of the YAY! Monthly Plan under these Terms and Conditions shall be conclusive evidence of the accuracy, completeness and truth of all matters stated therein and shall be binding on the User.
- 5.5 Each User agrees to fully and effectively indemnify, defend and hold harmless Singtel Mobile from and against any and all rights, demands, claims, causes of action, losses, damages, costs and expenses whatsoever that the User may have, or which may arise, whether in whole or in part, and whether directly or indirectly, due to or arising out of the use of the YAY! Monthly Plan.
- In addition to these Terms and Conditions, usage of the service is further subject to the General Term, the Specific Terms and the 3G/4G hi!Card Terms & Conditions, available at: www.singtel.com/prepaid.
- 5.7 Singtel Mobile reserves the right to, at its sole and absolute discretion, vary, modify and amend any of these Terms and Conditions and/or to suspend, discontinue or terminate any services referred to in these Terms and Conditions at any time without prior notification, or liability to any party. Please visit <a href="www.singtel.com/prepaid">www.singtel.com/prepaid</a> for the latest terms and conditions applicable. The User's activation of or continued use of the YAY! Monthly Plan will constitute acceptance of these Terms and Conditions and any amendments thereof.
- 5.8 These Terms and Conditions shall be subject to and construed in accordance with the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.
- 5.9 A person who is not a party to these Terms and Conditions has no 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 and Conditions.