

GENERAL TERMS AND CONDITIONS FOR APP SHOP

General Terms And Conditions for App Shop Plans

1. Definitions

“App Shop Plans” refers to the zero-rated data app-based plans in hi!App as may be designated by Singtel Mobile from time to time.

“General Terms” refers to (i) Singapore Telecommunications Limited's Terms and Conditions of Service – General, which is available for inspection at <http://www1.singtel.com/terms-general.html> and (ii) Mobile Terms and Conditions which is available for inspection at <https://www.singtel.com/mobile-terms-and-conditions>, each as may be amended from time to time.

“Main Account” refers to the User's charging account from which the charges for purchase of App Shop Plans and all chargeable data, as the case may be, will be deducted from.

“Service Provider” refers to the persons or corporations providing or making available to the User the mobile application(s) or site(s) relating to each App Shop Plan.

“Specific Terms” refers to the Specific Terms and Conditions for Singtel Mobile, as may be amended from time to time, and which is available for inspection at <http://info.singtel.com/terms-Mobile>.

“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 General Terms and Conditions for App Shop Plans 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 General Terms and Conditions for App Shop Plans are for reference only and shall not be referred to or relied upon in the construction of any provision of these General Terms and Conditions for App Shop Plans.

2. Use and Validity of App Shop Plans

- 2.1.** The App Shop Plans may be offered in various categories and denominations, the details of which shall be determined by Singtel Mobile in its sole discretion. The cost of the App Shop Plans shall be deducted from the User's existing Main Account.
- 2.2.** Save as provided herein, each App Shop Plan will be activated upon purchase and shall expire (i) on the expiry of the Validity Period or (ii) upon full utilisation of the Data Limit allocated to the App Shop Plan, as may be specified by Singtel Mobile in respect of each App Shop Plan, whichever is the earlier. The Validity Period for each App Shop Plan will commence upon the date of activation of the respective plan. Validity Period for day based plans will be calculated based on a 24 hours per day period.
- 2.3.** Only one (1) App Shop Plan within each category may be activated at any one time. However, Users may concurrently activate App Shop Plans within different categories.

- 2.4.** For purchases of multiple or new App Shop Plans within the same category, the new App Shop Plan will only be activated upon the expiry of any existing App Shop Plan within the same category. The App Shop Plan with the shortest Validity Period will be activated first.
- 2.5.** App Shop Plans are to be used strictly for personal and non-commercial purposes only. Singtel Mobile shall have the sole and absolute discretion to assess whether a User's usage of any App Shop Plan is not in accordance with these Terms and Conditions or abusive, in which event Singtel Mobile reserves the right to restrict, suspend, modify or terminate the User's use and access to the App Shop Plan immediately without notice and without any liability to the User. Standard data charges for any data usage in excess of the Data Limit applies.
- 2.6.** Singtel Mobile reserves the right to revise or vary the standard data charges rate 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 www.singtel.com/prepaid or on such date as may be otherwise stated. The User's continued use of the App Shop Plans will constitute acceptance of such revised fees and charges and amendments thereto.
- 2.7.** Any and all access and use by the User of any mobile application or site relating to any App Shop Plan shall be dependent on the User's entry into and compliance with the terms and conditions of a separate agreement relating to such Application with the relevant Service Provider, and to any and all other applicable terms, conditions and processes as may be introduced, amended and/or implemented by the relevant Service Provider from time to time, and the User agrees to be bound by such terms.
- 2.8.** Nothing in these Terms and Conditions amounts to any representation or warranty that the User will be able to access and use any mobile application or site relating to any App Shop Plan and/or any entertainment or other content accessed via such mobile application or site. Singtel Mobile shall not be liable in any way for your user experience in relation to such mobile application or site. Without limiting the above, the User agrees that Singtel Mobile does not warrant that (i) the App Shop Plan will meet the User's requirements; (ii) access to any mobile application or site relating to any App Shop Plan will be uninterrupted, timely, secure, or error-free; or (iii) the contents of such mobile application or site will be accurate, up-to-date or reliable.
- 2.9.** Singtel Mobile expressly disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, warranties as to the quality, value, merchantability or fitness for purpose and non-infringement of proprietary or intellectual property rights.
- 2.10.** Singtel is not an agent of any of the Service Providers and assumes no liability or responsibility for the acts or omissions of the Service Providers. Any dispute about the content of or access and use of any mobile application or site relating to any App Shop Plan is to be resolved directly with the relevant Service Provider.
- 2.11.** Under no circumstances shall Singtel Mobile have any liability to the User, including for direct, indirect, incidental, consequential, special, exemplary, and punitive damages, and whether such claim is based on breach of warranty, contract, tort (including negligence) or otherwise and even if Singtel Mobile has been advised of the possibility of such damages.
- 3. Others**
- 3.1.** The App Shop Plans once sold, is non-refundable or exchangeable for cash or any products. There will be no refund for any unused value upon card loss, damage, expiry, termination, change in prepaid mobile number or any other circumstances.

- 3.2.** Users are fully responsible for their use of the App Shop Plan and access to any mobile application or site relating to any App Shop Plan and/or any entertainment or other content accessed via such mobile application or site. Singtel Mobile not be held liable for any loss, expense or damage whatsoever that Users may suffer as a result of the above.
- 3.3.** Each User agrees to fully and effectively indemnify, defend and hold harmless Singtel 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 access and/or use of any mobile application or site relating to any App Shop Plan and/or any entertainment or other content accessed via such mobile application or site, including any loss or liability suffered or incurred by Singtel Mobile as a result of the User's breach of any of the Service Provider's terms and conditions.
- 3.4.** Singtel Mobile's records relating to data usage and charges in respect of the App Shop Plan shall be conclusive evidence of the accuracy, completeness and truth of all matters stated therein and shall be binding on the User. The User agrees that Singtel Mobile's decisions on all matters pertaining to the App Shop Plans are final. No further correspondence will be entertained in respect of the same.
- 3.5.** Availability of the mobile data service under the App Shop Plans is subject to availability of a suitable type of mobile equipment; availability of resources including, without limitation, availability of a suitable network infrastructure at the time when the service is requested or delivered; and geographic and technical capability of the Singtel Mobile network and of Singtel Mobile's delivery systems at the time and location when the service is requested or delivered.
- 3.6.** Unless expressly stated herein, the Specific Terms and the General Terms shall apply in addition to these Terms. In the event of any conflict or inconsistency between the General Terms and any provision of these Terms, such conflict or inconsistency shall be resolved in accordance with the provisions of the General Terms. In the event of any conflict or inconsistency between the Specific Terms and any provision of these Terms and Conditions, these Terms and Conditions shall prevail over the Specific Terms. Singtel Mobile reserves the right to vary any part of these Terms, the General Terms and/or the Specific Terms without prior notice and shall have the final decision in any dispute arising from use of the App Shop Plans. Use of the App Shop Plans will constitute acceptance of these Terms and any amendments thereof.
- 3.7.** The User hereby consents to Singtel's collection, holding, storage, use, processing, transfer, disclosure and/or reporting (whether directly or indirectly) to the Service Provider, of the User's personal data and/or information provided to Singtel and/or the Service Provider, including but not limited to, account-related information and information on general and/or technical issues, for the purposes of administering the User's registration for and/or use and access of any mobile application or site relating to any App Shop Plan and/or any entertainment or other content accessed via such mobile application or site, resolution of issues pertaining to these Terms, or otherwise for purposes relating to all matters referred to in these Terms; and the User further consents and acknowledges that the User's personal data and/or information (i) will also be processed in line with Singtel's privacy statement available at <https://www.singtel.com/personal/dataprotection.html>; and (ii) may be used in accordance with Singtel's policies, terms and conditions or notices made available by Singtel from time to time. The User is entitled to withdraw such consent in the procedure as prescribed by Singtel Mobile from time to time.
- 3.8.** The App Shop Plans are available for new and existing Singtel Mobile Prepaid customers.

Effective on 12 Jan 2018