



Enterprise Device Care Terms and Conditions

GENERAL

These terms (“Terms”) form part of the application form or mobile services agreement (either, the “Agreement”) the Customer signed or accepted at the time the Customer applied for the Service. They apply to your legal relationship with Singtel Mobile Singapore Pte Ltd (“Singtel Mobile”) in respect of the Service.

SERVICE SUMMARY

Upon the Customer’s successful enrolment for the Service and ongoing compliance with these Terms, the Service allows the Customer to request a Like Mobile Device in exchange for a Registered Device (a “Swop”, and each request, a “Service Request”) and by paying a Swop Fee.

The Service is supported by NEW Asurion Singapore Pte Ltd, as a subcontractor of Singtel Mobile to assist in providing the Service.

ENROLLING

Eligibility to apply - In order to request enrolment for the Service for an Eligible Device the Customer must:

1. be a customer on an active corporate mobile plan with Singtel Mobile (the Customer’s Enterprise Mobile Bundle);
2. not intend to retail, hire or resell the Eligible Device (as determined by Singtel Mobile in its discretion);
3. register each Eligible Device (each, a “Registered Device”) to be tied to a postpaid mobile line on the Customer’s Enterprise Mobile Bundle (each, a “Individual Mobile Plan”);
4. not be in default of any payment obligations in relation to the Customer’s Enterprise Mobile Bundle and the Individual Mobile Plan;
5. intend to use the Eligible Device with its Individual Mobile Plan; and
6. sign or accept the Agreement.

Acceptance and Start Date – The Customer will be enrolled for the Service from the date the Customer’s application is successful (the “Start Date”).



Time of application – The Customer may only make its application at the time it purchases its Eligible Device when the Customer signs up/re-contracts its Individual Mobile Plan (“Application”) or as advised by Singtel Mobile from time to time (“Post Purchase Application”).

Post Purchase Application – In order to request enrolment for the Service for an Eligible Device with a Post Purchase Application, the following additional conditions may apply:

1. the Customer will not be able to make a Service Request for 30 days from the Start Date if the Eligible Device has not undergone a physical verification to be in good working condition by a Singtel Mobile sales representative; and
2. the Customer must present proof of its purchase of the Eligible Device when requested by Singtel Mobile.

FEES

Fees – The Customer will pay a monthly fee for its Individual Mobile Plan (the “Monthly Fee”) per Registered Device for a minimum contract term of 24 or 36 months, as the case may be (“Minimum Contract Term”). The Monthly Fee includes the fee for the Service. The Monthly Fee due on the first and last months of the Customer’s subscription to the Service will be prorated to the days of actual subscription. Alternatively, where available as advised by Singtel Mobile, the Customer may pay an upfront fee for its Individual Mobile Plan on enrolment.

Service Fee – Singtel Mobile will waive the fee payable for the first Service Request made under each Individual Mobile Plan. Thereafter, the fee payable by the Customer for each subsequent Service Request made under the same Individual Mobile Plan (each, a “Swop Fee” or “Service Fee”) is as follows:

For Subscribers who enrolled before 1 November 2018, the following Swop Fee applies to each Swop Service Request:

Handset Pricing* (excluding GST)	Swop Fee** (including GST)
S\$1500 or more	\$260
S\$1000 or more	S\$190.00
S\$600 to S\$999.99	S\$170.00
S\$599.99 or less	S\$90.00



For Subscribers who enrolled on or after 1 November 2018, the following Swop Fee applies to each Swop Service Request:

Handset Pricing* (including GST)	Swop Fee** (including GST)
S\$2,000 or more	S\$300.00
S\$1,500 to S\$1,999.99	S\$260.00
S\$1000 to S\$1499.99	S\$170.00
S\$600 to S\$999.99	S\$150.00
S\$599.99 or less	S\$80.00

* Based on recommended retail purchase price (RRP) of the Registered Device (including GST) on the date the Customer purchased the Registered Device, as advised in the Customer's Agreement.

** The Swop Fee may be amended by Singtel Mobile from time to time.

TERMINATION

By the Customer – The Customer can terminate the Service by terminating the Enterprise Mobile Bundle relating to one, several or all its Registered Devices at any time by emailing a Termination Form to entmobileswop@asurion.com. For clarity, the Customer may not terminate the Service itself. If the Customer desires to terminate the Service, the Customer must terminate the entire Enterprise Mobile Bundle.

By Singtel Mobile - Singtel Mobile may immediately terminate the Service relating to one, several or all the Customer's Registered Devices if Singtel Mobile reasonably believes that:

- 1) The Customer or its employees are using the Service (whether intentionally or not) in a way that may adversely impact Singtel Mobile or Singtel Mobile's reputation;
- 2) The Customer or its employees are using the Service in a manner which is fraudulent, illegal or related to any criminal activity;
- 3) The Customer has breached these Terms;

- 4) The Customer is or may become insolvent;
 - 5) The Customer has provided Singtel with incorrect, false or incomplete information;
 - 6) The Customer has not promptly paid any bills issued by Singtel;
 - 7) The Customer has retailed, hired or resold the Registered Device,
- or for any other reason at Singtel Mobile's discretion.

Automatic - The Service will terminate immediately for a Registered Device if:

- 1) the Individual Mobile Plan it is linked to is terminated by the Customer, or by Singtel Mobile; or
- 2) the Customer transfers the linked Individual Mobile Plan to (i) another company; or (ii) an individual not on the Customer's Enterprise Mobile Bundle.

No reactivation – If the Service has been terminated for an Eligible Device, the Service cannot be reactivated for that Eligible Device.

No refund – Fees already paid by the Customer will not be refunded on termination of the Service for any reason.

SUSPENSION OF THE CUSTOMER'S MOBILE PLAN

In the event that the Customer's Individual Mobile Plan is suspended by Singtel Mobile for any length of time for any reason other than a lost SIM card, the Service will be suspended for the period during which the Customer's Individual Mobile Plan is suspended. Should the Customer's Individual Mobile Plan be re-activated, the Customer will not be able to make a Service Request for a period of 14 days after such re-activation.

In the event that the Customer suspends an Individual Mobile Plan for any length of time for any reason other than a lost SIM card, the Service will terminate immediately.

NO CHANGE OF REGISTERED DEVICE

No Registered Device may change except for:

1. the change made following a Swop; or
2. the exchange of a Registered Device in the context of the manufacturer's warranty scheme for a new device which is identical to that Registered Device. The Customer must inform its Account Manager or the Call Centre with a Service Request Form of such change within 7 days of such exchange



and provide proof of exchange where necessary in order for Singtel to update its records with the IMEI of such new device, from which time the new device will become a Registered Device.

DATA PRIVACY

The Customer understands that these Services are subject to Clause 15.2 and 15.3 of the Enterprise General Terms (<https://www.singtel.com/terms-general-enterprise>) and Singtel Data Protection Policy (<http://info.Singtel.com/personal/dataprotection>). In addition, as a prerequisite to enrolling and using these Services, the Customer (i) consents to Singtel's subcontractor, NEW Asurion Singapore Pte Ltd., storing or hosting data with affiliates in Japan and the USA and processing credit cards through a third party vendor in OECD countries and (ii) confirms that any natural person whose data or information it has provided to Singtel or NEW Asurion Singapore Pte Ltd has also consented to Singtel's subcontractor, NEW Asurion Singapore Pte Ltd., storing or hosting data with affiliates in Japan and the USA and processing credit cards through a third party vendor in OECD countries. The recipient 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 Personal Data Protection Act (Act 26 of 2012) of Singapore.

MISCELLANEOUS

The Service, these Terms and the Service Fee are subject to change (and in the case of the Service, withdrawal) at any time. Singtel Mobile will notify the Customer of the changes through the Website and if the Customer continues the subscription to the Service after such changes are published on the Website, the Customer will be deemed to have agreed to those changes.

If Singtel Mobile introduces new services, the Customer may be entitled to subscribe to such services (at an additional cost) by contacting its Account Manager or Sales Hotline, and the applicable fees will be adjusted pro rata.

The Service in general and completion of Service Requests in particular are subject to events beyond Singtel Mobile's reasonable control. If such events occur, the Service will be suspended until future notice.

Apart from these Terms, Singtel Mobile expressly disclaims all warranties of any kind save for those which are statutorily mandated under Singapore law. Singtel Mobile shall not be liable for any direct or indirect loss or damage caused to the Customer or its employees in respect of any matter howsoever arising in connection with the provision and/or their use of the Service. The Customer agrees 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 its use of the Service.



In addition to these Terms, the Customer shall be bound by and shall fully comply with Singtel's Enterprise General Terms and Conditions of Service ("General Terms") and Specific Terms and Conditions of Singtel Mobile ("Specific Terms"), which terms and conditions shall be deemed incorporated by reference. In case these Terms contradict the General Terms or Specific Terms, these Terms will prevail.

Singtel Mobile may from time to time offer promotions relating to the Service. Any such promotions shall be governed by the terms and conditions attached thereto by Singtel Mobile, and by these Terms to the extent that the promotion's terms and conditions are silent. In the event of any conflicts between a promotion's terms and conditions and these Terms, the promotion's terms and conditions shall prevail.

All communications from the Customer to Singtel Mobile in relation to the Services must be made by the Single Point of Contact. Neither Singtel Mobile nor its subcontractors will be liable for any loss or damage that arises from acting on communications made by the Single Point of Contact or any individual claiming to be the Single Point of Contact.

DEFINITIONS

Account Manager means a sales manager of Singtel Mobile responsible for managing a business account with the Customer. Call Centre means the Service call centre available at 6643 1080. 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 and (ix) mounts. Eligible Device means a new Device with a valid IMEI that is (i) on the supported device list on the Website and purchased by the Customer from Telecom Equipment Pte Ltd.; or (ii) supplied to the Customer 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. Retail Store means any Singtel shop or Singtel Exclusive Retailer in Singapore. Service means the Enterprise Device Care service. Service Request Form means a service request form provided to the Customer by its Account Manager or made available to the Customer on the Website. Single Point of Contact means the person designated by the Customer as the "Single Point of Contact" or authorised personnel. Termination Form means a termination form to be provided to the Customer by its Account Manager or made available to the Customer on the Website. Tier means the tier of the Customer's device for the purpose of determining the Customer's Swop Fee or Replacement Fee as set out in the Customer's Agreement.

Website means the website dedicated to the Service, through which the Customer can access information and assistance, at www.Singtel.com/edctnc.

DEVICE SWOP SERVICE

Service Request – the Customer may only make a Service Request by addressing a completed Service Request Form from the Customer’s business e-mail address to entmobileswop@asurion.com, or by other means that Singtel Mobile may advise on the Website. Following the submission of the Service Request Form, an agent from the Call Centre may contact the recipient of the new device to obtain identification information, perform other verifications relating to the Service Request and collect payment if applicable.

Entitlement – With regards to each Individual Mobile Plan, the Customer is entitled to one Swop Service Request within a rolling 12-months period (“Entitlement”), starting from the date the Customer’s first, or penultimate, Service Request is completed by delivering its Like Mobile Device (whichever is the later).

The Customer should note that the Entitlement is linked to the Individual Mobile Plan, not the Registered Device, or the employee using the Registered Device. This means for instance that if an employee of the Customer is provided with a new Registered Device to be used in connection with their existing Individual Mobile Plan, that employee will only be able to make a Service Request if that Individual Mobile Plan still has a remaining Entitlement. If the Entitlement linked to that Individual Mobile Plan was exhausted in connection to previous Registered Devices, the Customer will not be able to make any Service Requests until that Entitlement is reset. Similarly, if an Individual Mobile Plan is transferred from one employee of the Customer to another (the “Receiving Party”), the Entitlement (or lack thereof, as the case may be) linked to that Individual Plan will also be transferred to the Receiving Party.

Conditions - Singtel Mobile will only accept Service Requests if:

- 1) The Customer’s Individual Mobile Plan is still active;
- 2) Each of (i) the telephone number associated with the Individual Mobile Plan and (ii) the IMEI of the Registered Device, referred to in the Service Request appear on Singtel’s records for that Customer as enrolled for the Services;
- 3) Singtel Mobile is satisfied that the Customer has validly completed the Service Request Form; this includes the provision of the Registered Device’s IMEI;
- 4) Singtel Mobile is satisfied that the Service Request Form originates from the Customer;



- 5) The Customer provides any additional information reasonably requested by Singtel Mobile, including proof of identity;
- 6) The Customer does not have any outstanding Singtel or Mobile Swop bills (other than its then current bill);
- 7) The Customer does not have another Service Request pending or unfulfilled relating to the same Registered Device;
- 8) The Customer has not made a previous Service Request relating to a Registered Device with the same IMEI, irrespective of whether that previous Service Request was made in relation to a different Individual Mobile Plan;
- 9) The Service Request is not for a Device Accessory;
- 10) Singtel has determined in its discretion that the Customer has not, or is not likely to, retail, hire or resell the Registered Device or the Like Mobile Device; and
- 11) The Customer has turned off any personal lock security feature (eg "Find My iPhone") on the Registered Device.

When the Customer makes a Service Request for a Registered Device, the Customer is not required to establish that that Registered Device is broken, defective or damaged. Singtel Mobile may, however, ask the Customer about the condition of that Registered Device for informational purposes so that it can best facilitate the Customer's Service Request.

Title in and any rights to a Registered Device transfer to Singtel Mobile on acceptance of the Customer's Service Request relating to that Registered Device, and the Customer hereby assigns to Singtel Mobile all associated rights and benefits of any manufacturer's warranty.

The Customer represents, warrants and undertakes at all times that it has not and will not retail, hire or resell any Registered Devices and or Like Mobile Devices (together the "Restricted Devices"), and that it will use reasonable endeavours to prevent its employees from retailing, hiring or reselling the Restricted Devices. The Customer further agrees to indemnify Singtel Mobile and or its subcontractor NEW Asurion Singapore Pte Ltd for all profits made by the Customer and or its employees from retailing, hiring or reselling the Restricted Devices. NEW Asurion Singapore Pte Ltd may enforce this clause in its own right.

Like Mobile Device – Singtel Mobile makes no representation or warranty that any Like Mobile Device will be identical or offer the same functionality as the Registered Device the Service Request relates to. If it is available, the Customer will be offered a Like Mobile Device that is the same make and model as that Registered Device, but not necessarily the same colour. Otherwise, Singtel Mobile will offer the Customer a comparable Device with a feature and attribute range similar to the Registered Device instead.



Warranty - Each Like Mobile Device has a 6 month warranty against manufacturer malfunctions and manufacturer defects that starts from the date of delivery. The Customer may make a warranty claim for a Like Mobile Device by addressing a completed Service Request Form from its business e-mail address to entmobileswop@asurion.com (“Warranty Request”). Singtel Mobile will handle a Warranty Request in the same way as a Service Request except that a Warranty Request will not count towards the Customer’s Entitlement and the Service Fee will not be payable.

Data transfer - Singtel Mobile is not responsible for the transfer of any data or information between a Registered Device and the Like Mobile Device. Such a transfer is done entirely at the Customer’s own risk. In the event there is any inconvenience, delay, loss or damage to any data or information, the Customer agrees not to hold Singtel Mobile responsible or liable for any such loss, delay or damage to the Customer.

Service Fee – The Service Fee will be payable by credit card at the time of the Customer’s Service Request. Singtel Mobile may also allow the Customer to pay the Service Fee by cash directly to the person delivering the Like Mobile Device. The Service Fee is payable directly to NEW Asurion Singapore Pte Ltd. who has been appointed by Singtel Mobile to collect the Service Fee.

Delivery in Singapore - Singtel Mobile will deliver a Like Mobile Device to the Customer’s business address on (i) the main island of Singapore; or (ii) Sentosa. Singtel Mobile will not deliver a Like Mobile Device to a post office box, MRT station, car park or any other public place. 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; or (iii) where Singtel Mobile deems it necessary to perform additional verifications relating to the Customer’s Service Request Form or Service Request. The Call Centre will advise the Customer on the time frame for deliveries to Jurong Island and the outlying islands of Singapore. Deliveries to an address in Singapore will be made at no charge to the Customer except that any deliveries after two failed attempts will be subject to a surcharge to be paid by the Customer in advance by credit card.

Service Request received	Delivery time*
Monday to Friday, midnight to 2 pm	Before 6 pm on the same day
Monday to Friday, between 2 pm and midnight	The next business day before 6 pm
Saturday midnight to Sunday 11.59 pm	The next business day before 6 pm

* For delivery times that fall on a public holiday, the delivery will occur on the next day that is not a public holiday.

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 identity proof to ensure that the person receiving the Like Mobile Device (the “Recipient”) is (i) the Single Point of Contact, or (ii) the alternative recipient designated by the Single Point of Contact in the Service Request Form (the “Alternative Recipient”). The Recipient must produce to the courier their NRIC and their staff pass or business card;



- 2) ask for and verify the original stamped Service Request Form relating to that request, or a copy of such form, signed by the Recipient.
- 3) verify that the Device the Recipient is presenting is the same as the Registered Device the Service Request relates to (by comparing the IMEI of such Device with the IMEI of the Customer's Registered Device);
- 4) collect the Service Fee from the Recipient in cash, if it has not been paid by credit card at the time of the Service Request;
- 5) collect the Registered Device from the Recipient; and
- 6) deliver the Like Mobile Device (the "Delivered Device") to the Single Point of Contact or the Alternative Recipient (and no proxy will be accepted).
- 7) ask for the delivery order to be signed by the recipient.

The Customer acknowledges that Singtel Mobile will be under no duty to perform any verifications other than the Recipient's NRIC and staff pass or business card, and in particular, Singtel Mobile will not verify whether or not such staff pass or business card is authentic. If any of the verification documentation is unavailable, Singtel Mobile will request additional verification documentation such as the ACRA business profile form of the Customer, a letter of authorisation to the benefit of the Recipient (in a form satisfactory to Singtel Mobile) and a copy of the NRIC of the person issuing the letter of authorisation.

The user of the Registered Device must turn off any personal lock security feature (eg 'Find My iPhone') before returning such Registered Device to the courier. If the user does not turn off the personal lock security feature Singtel Mobile may have to cancel the Customer's Service Request or treat such Service Request as a replacement and charge the Customer an additional fee equivalent to the difference between the Swop Fee already paid and the replacement fee as follows (the "Replacement Fee"):

For Subscribers who enrolled before 1 November 2018, the Replacement Fee is as follows:

Handset Pricing[^] (excluding GST)	Replacement Fee^{^^} (including GST)
S\$1500 or more	S\$690.00
S\$1000 or more	S\$550.00
S\$600 to S\$999.99	S\$500.00
S\$599.99 or less	S\$220.00



For Subscribers who enrolled on or after 1 November 2018, the Replacement Fee is as follows:

Handset Pricing[^] (including GST)	Replacement Fee^{^^} (including GST)
S\$2000 or more	\$860.00
S\$1500 or S\$1999.99	S\$690.00
S\$1000 to S\$1499.99	S\$550.00
S\$600 to S\$999.99	S\$500.00
S\$599.99 or less	S\$220.00

[^] Based on recommended retail purchase price (RRP) of the Registered Device (including GST) on the date the Customer purchased the Registered Device, as advised in the Customer's Agreement.

^{^^} The Replacement Fee may be amended by Singtel Mobile from time to time.

As soon as the Delivered Device is in the possession of the Single Point of Contact or the Alternative Recipient, the Customer acknowledges that:

- 1) the Delivered Device becomes its new Registered Device;
- 2) the Delivered Device is sufficient consideration for it to transfer to Singtel Mobile full and complete ownership of the original Registered Device, whether the original Registered Device is in the Customer's possession or not; and Singtel Mobile will not return the original Registered Device to the Customer.

Incorrect Device - If Singtel Mobile discovers that the Device the Customer returned to its representative was not the correct Registered Device at the time of the Service Request, the Customer must return the correct Eligible Device within 7 days of delivery of the Delivered Device. Failing this, Singtel Mobile may charge the Customer an additional fee equivalent to the difference between the Swop Fee already paid and the Replacement Fee.