

Terms and Conditions of Services - General

1. Definition and Interpretation

1.1 In these General Terms and Conditions of Service, the following words and expressions shall have the following meanings: "Account" means any account of a Customer with the Service Provider with respect to the provision of any Service;

"Bill" means any bill, invoice or statement issued or rendered by the Service Provider of any charge, fee or other sum stated therein as due or payable to the Service Provider and/or of the sum or sums or balance due or payable to or from the Service Provider in respect of any Service or on any Account;

"Billing and Payment Terms" means the terms and conditions by or subject to which the Fees and Charges become due and payable or governing matters related to Bills, as determined by the Service Provider from time to time, including the Billing Terms and Conditions available on SingTel's website;

"broadcasting equipment" means any equipment used for the purpose of broadcasting or which facilitates broadcasting or the provision of any broadcasting service;

"broadcasting" means the transmission of signs or signals, whether or not encrypted, comprising:

- (a) any programme capable of being received, or received and displayed, as visual images, whether moving or still;
- (b) any sound programme for reception; or
- (c) any programme, being a combination of both visual image (whether moving or still) and sound for reception or reception and display;

"Broadcasting Act" means the Broadcasting Act (Cap 28) including all amendments and revisions thereto from time to time in force;

"corporation" has the same meaning as defined in the Companies Act (Cap 50);

"Customer Agreement" means an agreement between the Service Provider and the Customer relating to any Service or SingTel Equipment, including these General Terms and the Specific Terms, if any, relating thereto;

"Customer Group Corporation" means any corporation within the Customer Group;

"Customer Group" in relation to any Customer which is a corporation, means the corporations comprising the Customer and its related corporations;

"Customer Information" means, in relation to a Customer, all information which the Service Provider obtains as a result of such Customer's use of a Service provided by the Service Provider;

"Customer Request" means any request, order or instruction of the Customer to the Service Provider (whether with respect to any Service or otherwise);

"Customer" means any person who applies or subscribes for or utilises any Service;

"eBill" means the Electronic Bill Presentation and Payment service operated by SingTel;

"Fees and Charges" means fees, charges and/or rental in connection with provision of any Service;

"General Terms" means these General Terms and Conditions;

"IDA" means the Info-communications Development Authority of Singapore;

"Law" means the laws of the Republic of Singapore, including the Telecommunications Act and the Broadcasting Act and all rules and regulations made thereunder and the rules, regulations, codes of practice, guidelines and directions of the IDA and the MDA made under or pursuant to any law in force in the Republic of Singapore, including the Telco Code and the Media Code;

"MDA" means the Media Development Authority of Singapore;

"Media Code" means the Code of Practice for Market Conduct in the Provision of Media Services issued by the MDA including all amendments and revisions thereto from time to time in force;

"NSP Regulations" means the Copyright (Network Service Provider) Regulations including all amendments and revisions thereto from time to time in force;

"person" includes any association, partnership, firm or corporation;

"Pre-Paid Fees" means monies paid into an Account and credited to a Customer, from which Fees and Charges are deducted at the time of accrual without the issue of any Bill relating to those Fees and Charges;

"Prescribed Rate" means an interest rate of two (2) percent per month;

"related corporation" has the same meaning as defined in the Companies Act (Cap 50);

"Service Number" means any number or alphanumeric symbols or characters assigned by any SingTel Group Corporation or selected by the Customer for the purpose of: the provision to or utilisation by the Customer of any Service and/or SingTel Equipment; and/or identifying the Customer (whether to any telecommunications system or facility operated by any SingTel Group Corporation and/or to any other system or facility operated by any other person) for the purpose of or in relation to any Service, including telephone number, mailbox number, e-mail number or address, network user identity, password and circuit reference number;

"Service Provider" in relation to any Service or SingTel Equipment means the SingTel Group Corporation which contracts or agrees with the Customer to provide or make available that Service or SingTel Equipment;

"Service" means any telecommunications, broadcasting or other service (including the supply, rental or installation of any equipment and any service comprised in any Customer Request) offered or provided by any SingTel Group Corporation from time to time;

"Singapore Phone Book" means the directory published by Yellow Pages (Singapore) Limited (whether in physical or electronic form) which lists the telephone numbers of subscribers of telephone services in Singapore;

"SingTel" means Singapore Telecommunications Limited and its successors;

"SingTel Equipment" means any equipment or thing owned, operated, installed and/or hired out by any SingTel Group Corporation (including, where the context so admits, any software installed therein or used by any SingTel Group Corporation in conjunction with the operation of such equipment or thing);

"SingTel Group Corporation" means any corporation within the SingTel Group;

"SingTel Group" means the corporations comprising SingTel and all its related corporations;

"SingTel Intellectual Property" means all patent, copyright, trademark and other intellectual property subsisting in any Service or any telecommunications or broadcasting system operated by any SingTel Group Corporation or any SingTel Equipment;

"SingTel Software" means any computer programme, software or other materials installed or provided by or on behalf of any SingTel Group Corporation for the purpose of using any SingTel Equipment or any Service and including any computer programme or software installed in any SingTel Equipment and/or in any telecommunications or broadcasting system or equipment maintained or operated by any SingTel Group Corporation;

"Spam Control Act" means the Spam Control Act 2007 (Act 21 of 2007) including all amendments and revisions thereto from time to time in force;

"Specific Terms" means the terms and conditions prescribed or imposed by a Service Provider with respect to the provision of any particular Service, including the specific terms and conditions agreed between the Customer and the Service Provider in connection with any application or subscription by that Customer for that Service;

"Taxes" means all taxes (including goods and services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under any Law or the law of any jurisdiction outside Singapore with respect to the provision of any Services or on any Fees and Charges or payment due or payable to any SingTel Group Corporation from the Customer;

"Telco Act" means the Telecommunications Act (Cap 323) including all amendments and revisions thereto from time to time in force;

"Telco Code" means the Code of Practice for Competition in the Provision of Telecommunications Services 2005 issued by the IDA including all amendments and revisions thereto from time to time in force;

"telecommunications equipment" means any equipment used for the purpose of telecommunications or which facilitates telecommunications or the provision of any telecommunications service;

"telecommunications" has the same meaning as defined in the Telecommunications Act;

"Unlisted Service Number" means a Service Number which the Service Provider has agreed with the Customer not to list or disclose (in the Singapore Phone Book or in any other directory, publication or otherwise).

- 1.2 The headings or titles to the Clauses in the General Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of the General Terms.
- 1.3 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.
- 1.4 Any reference in the General Terms to any condition shall be construed as a reference to the condition in the General Terms unless otherwise expressly stated.

2. Application of General Terms

- 2.1 The General Terms shall apply to each and all the Services (whenever applied for or provided to the Customer) in addition to any Specific Terms except to the extent, if any, expressly excluded in the Specific Terms Provided Nevertheless:
 - 2.1.1 that in the event of any conflict or inconsistency between any provision of the Specific Terms and any provision of the General Terms, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favourable to the Service Provider and to the exercise of the Service Provider's rights and options with respect to any matter or issue to which the inconsistency or conflict relates subject always to such restrictions, limitations and prohibitions in the Telco Code and Media Code as are applicable;

2.1.2 that only to the extent that such conflict or inconsistency cannot be so resolved, the provision of the Specific Terms shall prevail over the provision of the General Terms; and

2.1.3 that all rights conferred on the Service Provider under the General Terms with respect to any matter or event shall be additional to the rights conferred on the Service Provider under the Specific Terms or any other agreement with the Customer with respect to that matter or event.

3. Fees and Charges, Deposit, Billing and Payment Terms, Interest and Taxes

3.1 The Service Provider may subject to compliance with the applicable provisions of the Telco Code and the Media Code determine and impose Fees and Charges, the Billing and Payment Terms and the Prescribed Rate and may, by providing 7 days' notice to the Customer, vary or revise any or all of them from time to time and such variation or revision shall take effect as from the date determined by the Service Provider.

3.2 The Customer shall only be charged Fees and Charges in respect of the Services that it has applied or subscribed for or has utilised.

3.3 The Customer shall promptly pay the Service Provider all the Fees and Charges and any other sums due or payable to the Service Provider with respect to any of the Services (including each and all sums and the total amount stated in any Bill to be due or payable to the Service Provider on any Account):

3.3.1 in accordance with the Billing and Payment Terms and without any set off, counterclaim, deduction or withholding whatsoever; and

3.3.2 in any case, immediately upon the demand of the Service Provider Provided that the Service Provider may, at its discretion, make demands at any time, for any reason and in any circumstances including, but not limited to, the following:

(i) where the Service is terminated either by the Service Provider or the Customer, or where the Service has, in the sole opinion of the Service Provider, been abandoned by the Customer; or

(ii) where the usage of the Service by the Customer as indicated by the charges incurred is significantly greater than the Customer's average use thereof.

3.4 The Customer shall, whenever requested by the Service Provider, deposit with the Service Provider such sums or such further or additional sums as may be requested by the Service Provider from time to time in respect of any Service or SingTel Equipment. The Customer shall not require the Service Provider to apply any sum deposited with the Service Provider in payment of any Fees or Charges. A deposit does not relieve the Customer from his obligations to pay amounts to the Service Provider as they become due and payable, nor does it constitute a waiver of the Service Provider's right to suspend, disconnect, or terminate the Service due to non-payment of any sums due or payable. The Service Provider:

3.4.1 shall be entitled to retain all sums deposited by the Customer with the Service Provider for so long as any Service (notwithstanding that it has been suspended) or any SingTel Equipment continues to be provided or made available or retained by the Customer;

3.4.2 may, at any time, utilise any or all the sums deposited with the Service Provider to settle any amount due, payable or owed to the Service Provider by the Customer; and

3.4.3 may, at its election and without any request or authorisation from the Customer, pay any or all such sums to any other SingTel Group Corporation for the account of the Customer to settle any sum due, payable or owed by the Customer to that other SingTel Group Corporation.

- 3.5 The Service Provider shall be entitled to charge the Customer interest on any amount due or payable to the Service Provider from the Customer at the Prescribed Rate calculated and compounded in such manner as may be determined by the Service Provider from time to time and to debit any Account with respect to such interest.
- 3.6 The Service Provider may, at its discretion, at any time without the consent of and any notice to the Customer transfer any debit or credit balance on any Account to any other Account (or to such account between the Customer and any other SingTel Group Corporation) and for such purpose to make such debit or credit entries as may be appropriate to each such Account.
- 3.7 The Customer shall bear and pay all Taxes. If the Customer is required under the Law or the law of any jurisdiction outside Singapore to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to the Service Provider, the Customer shall make such deduction or withholding as required and the amount payable to the Service Provider shall be increased by any such amount necessary to ensure that the Service Provider receives a net amount equal to the amount which the Service Provider would have received in the absence of any such deduction or withholding.

4. Bills/Pre-Paid Fees and Charges

- 4.1 All Bills may be despatched by the Service Provider to the Customer:
- 4.1.1 by delivery or post to the address of the Customer appearing in any record of the Customer maintained by the Service Provider or from which any communication by the Customer to the Service Provider was despatched or issued or otherwise last known to the Service Provider; or
- 4.1.2 where the Customer has signed up for eBill, by making available such Bill through eBill.
- 4.2 Any such Bill so despatched to the Customer shall be deemed to have been received by the Customer:
- 4.2.1 in the case of despatch by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address;
- 4.2.2 in the case of despatch by post:
- (i) to any address in Singapore, on the next day after it was posted by the Service Provider; or
- (ii) to any address outside Singapore, on the seventh (7th) day after it was posted by the Service Provider; and
- 4.2.3 in the case of despatch by making available such Bill through eBill, on the date and at the time when notice of the same is deemed to have been received by the Customer in accordance with Clause 18.
- 4.3 The Customer shall, no later than 7 days after the date that such Bill is deemed to have been received pursuant to Clause, by the Customer, promptly check and verify the accuracy of each Bill, and shall notify the Service Provider in writing of any error, inaccuracy or discrepancy with respect to any amount, item, entry or matter stated therein. The Customer shall promptly provide the Service Provider with all information and assistance reasonably requested by the Service Provider to investigate and verify any such assertion of the Customer. Each Bill may be relied upon by the Service Provider as constituting conclusive evidence as against the Customer of the truth and accuracy of each of the amounts, items, entries and matters stated therein Provided that the Bill shall not be conclusive with respect to any such amount, item, entry or matter which the Customer asserts in any notice given by the Customer to the Service Provider pursuant to Clause 4.4 or Clause 4.5 within the period prescribed therein.

- 4.4 The Customer shall pay the Service Provider the total amount shown or stated as due or payable to the Service Provider on that Bill within the period prescribed therein or, in the absence of any such period being prescribed, within 14 days after the date that such Bill is received, or deemed to have been received pursuant to Clause, by the Customer ("Due Date"). In the event that the Customer disputes any amount stated in any Bill and intends to withhold payment of the amount, the Customer must give the Service Provider a written notice of such dispute before the Due Date and must state in such notice the grounds and reasons for such dispute and the Service Provider will conduct a complete and objective review of such dispute and shall provide a written response to the Customer within 30 days of its receipt of such written notice. The Customer shall pay the interest at the Prescribed Rate on the amount determined (either by agreement between the Customer and the Service Provider or by any court of competent jurisdiction) to be due or payable to the Service Provider which the Customer has withheld payment of by virtue of such dispute calculated and compounded in such manner determined by the Service Provider from time to time as from the date when the amount should have become payable but for such dispute to the date of payment thereof.
- 4.5 A Customer who:
- 4.5.1 pays a Bill, and subsequently chooses to dispute any amount, item, entry or matter (excluding any amount, item, entry or matter relating to any amount debited to the Customer's Account in accordance with Clause) stated therein; or
- 4.5.2 has an amount (excluding any amount debited to the Customer's Account in accordance with Clause) deducted from Pre-Paid Fees, and subsequently chooses to dispute such deduction,
- must give the Service Provider a written notice of such dispute not later than one year from the date of such Bill, or deduction of Pre-Paid Fees, as applicable, providing all necessary details of and reasons for the dispute and supported by documentary evidence. If the Customer serves any such written notice on the Service Provider within the one year period, then the Service Provider will conduct a complete and objective review of such disputed amount, item, entry, matter or deduction and will provide a written response to the Customer within 30 days of its receipt of such written notice. Notwithstanding any provision in these General Terms to the contrary, the Service Provider's liability to the Customer in respect of a disputed deduction from Pre-Paid Fees shall not in aggregate exceed the amount of the Pre-Paid Fees.
- 4.6 Any overpayment by the Customer with respect to any amount, item, entry or matter stated in the Bill shall be credited by the Service Provider (without interest) to the relevant Account after the Service Provider has completed its investigations and is satisfied as to the error or inaccuracy of that amount, item, entry or matter.
- 4.7 The Customer acknowledges and agrees that the Customer may, during the course of or in relation to the Customer's use of a Service, be provided with the opportunity to obtain services from one or more third party service or content providers ("Third Party Providers"). The Customer acknowledges and agrees that such Third Party Providers are independent of and not within the control of the Service Provider and the Service Provider shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any matter in relation to any services provided (including the non-provision of services) by any Third Party Provider.
- 4.8 The Service Provider shall be entitled to debit any Account for any sum which the Customer (or any person using any Service subscribed by or provided to the Customer) had through the use of such Service:
- 4.8.1 agreed to donate or contribute to any charity, association, institution or person or is obliged to pay to any other person and which the Service Provider or any SingTel Group Corporation is authorised by such person to collect on its behalf, and to pay the sum so debited to such charity, association, institution or person, as the case may be; and/or

4.8.2 agreed to pay to any Third Party Provider, including any fees or charges on a recurring basis, and which the Service Provider or any SingTel Group Corporation is authorised by Third Party Provider to collect on its behalf, and to pay the sum so debited to such Third Party Provider.

4.9 The Customer agrees that any dispute relating to any sum debited by the Service Provider pursuant to Clause shall be resolved between the Customer and such charity, association, institution, person or Third Party Provider in accordance with any applicable terms and conditions, save that the Service Provider may, in its sole discretion, provide such assistance to the Customer as the Service Provider may deem appropriate.

4.10 The Service Provider may render a Bill in respect of Services monthly or at such other intervals or time after the Services have been rendered as the Service Provider may consider to be appropriate or convenient and subject to any directions issued by the IDA or the MDA and as notified to the Customer, which Bill shall be clear and accurate.

5. Customer Request

5.1 The Service Provider shall not be obliged to provide, carry out or implement any Customer Request in the absence of any express agreement or confirmation by the Service Provider to do so and the Service Provider's acknowledgement of the Service Provider's receipt of any Customer Request shall not constitute an agreement or confirmation by the Service Provider to provide, carry out or implement the same.

5.2 Any Customer Request which the Service Provider has agreed or confirmed it would provide, carry out or implement shall be provided, carried out and implemented by the Service Provider subject to the General Terms and Specific Terms relating thereto and such other terms as the Service Provider may stipulate, if any, and within such time or period as the Service Provider may determine having regard to the circumstances and the resources available, notwithstanding any time or period that may have been stipulated therefor by the Customer.

5.3 Subject always to the applicable restrictions, limitations and prohibitions in the Telco Code and the Media Code, the Service Provider may, at its discretion, impose and charge fees and charges at such rate or in such amount and calculated in such manner as the Service Provider may determine in respect of any cancellation or revocation of any Customer Request and any Customer Request which is expressed or intended to supersede any earlier Customer Request shall constitute a cancellation of the earlier Customer Request.

5.4 If the Customer requests any deferment of the implementation of any Customer Request which the Service Provider had agreed or confirmed that it would provide, carry out or implement, the Service Provider may, at its discretion, impose a charge for such deferment at such rate or in such amount and calculated in such manner as the Service Provider may determine at that time.

6. Access to Premises and Charges for Attendance and Inspection

6.1 The Customer shall, whenever required by the Service Provider procure that the Service Provider's authorised personnel be permitted to enter any premises occupied or controlled by the Customer or any Customer Group Corporation at such time as may be specified by the Service Provider and to remain on such premises for such period as may be required:

6.1.1 to carry out any inspection, repair or testing of any SingTel Equipment and other equipment relevant to the provision of any Service and any inspection;

6.1.2 to check and verify the manner in which any Service is being utilised by the Customer or any Customer Group Corporation and the compliance by the Customer with the General Terms, Specific Terms and the Law in the use of any Service or any SingTel Equipment;

- 6.1.3 to install, collect, remove, maintain or replace any SingTel Equipment; and/or
- 6.1.4 for any other purpose whatsoever.
- 6.2 If any personnel or contractor of the Service Provider is required to visit any premises (other than the premises occupied by the Service Provider) to inspect, test, repair, install, remove or replace any equipment or software used by the Customer in connection with any Service, the Service Provider shall be entitled to charge the Customer for each visit and/or for the work carried out by its personnel or contractor at any such premises for the purpose at such rate or in such amount and calculated in such manner as the Service Provider may determine at the time unless such visit is made to repair or replace any SingTel Equipment in discharge of any obligation by the Service Provider under any warranty given by the Service Provider to the Customer with respect to that SingTel Equipment.
- 6.3 In the event that:
- 6.3.1 the Customer cancels any appointment made with the Service Provider for the Service Provider's personnel or contractor to visit any premises to install, inspect, maintain or repair any equipment or thing; or
- 6.3.2 the Service Provider's personnel or contractor is unable at the date and time specified in any such appointment to gain access to the premises or to carry out such installation, inspection, maintenance or repair for any reason not attributable to the Service Provider or its personnel or contractor,
- the Service Provider may, at its discretion, charge the Customer such fee for the cancellation or the visit of the Service Provider's personnel or contractor to the premises on that date at such rate as may be determined by the Service Provider

7. Service, Equipment and Software

- 7.1 The Customer shall be responsible and liable for obtaining and maintaining in the Customer's name and at the Customer's expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of any Service or the installation or the use of any equipment (including SingTel Equipment) in conjunction therewith for the entire duration during which the Service is provided or made available to the Customer.
- 7.2 The Customer shall:
- 7.2.1 ensure that any and all equipment connected to or used in conjunction with any Service is approved for use by the IDA and is connected or used in accordance with the Law and shall obtain the prior written approval of the Service Provider before connecting (or permitting any person to connect) any equipment to any telecommunications system operated by the Service Provider (or any SingTel Group Corporation), or any SingTel Equipment, except where the Service Provider has dispensed with the requirement for such approval;
- 7.2.2 promptly comply with all notices, instructions or directions given by the Service Provider or the IDA or the MDA in respect of the installation, use or operation of the Service, SingTel Software and all relevant equipment;
- 7.2.3 at his own expense, carry out such additions, improvements, adjustments, modifications, alterations or replacements to any equipment (other than SingTel Equipment) and software which is connected to any telecommunications system operated by the Service Provider or any other SingTel Group Corporation or, to any SingTel Equipment, as and when required by the Service Provider for the purpose of maintaining the quality or increasing the efficiency of any Service or of efficiently handling the volume or increased volume of telecommunications traffic or for any other purpose whatsoever;
- 7.2.4 install, use and keep all SingTel Equipment in good working condition (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of the manufacturer or distributor

- thereof and of the Service Provider, and shall disconnect or cease to use any such equipment at the request of the Service Provider;
- 7.2.5 retain all SingTel Equipment at all times in the custody and control of the Customer at the premises occupied by the Customer or at such other premises as the Service Provider may have approved in writing for the purpose;
- 7.2.6 provide at his own expense, when so required by the Service Provider, all facilities and resources whatsoever necessary for the proper installation, operation and maintenance of the Service and all SingTel Equipment, including, but not limited to, power points, electricity, conduits, pipes and appropriate access, licence, way-leave, or easement rights; and
- 7.2.7 ensure that all equipment (other than SingTel Equipment) and all SingTel Software used or installed by or for the Customer in conjunction with any Service is compatible and may properly function and operate with all other equipment and SingTel Software used or installed for the purpose.
- 7.3 The Customer shall not:
- 7.3.1 use or permit the use of any Service or install, connect, link or use (or permit the installation, connection, linking or use) of any telecommunications or broadcasting equipment in contravention of any Law or any Customer Agreement or in any manner or in connection with or for the purposes of any activities which would or may cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person (including any SingTel Group Corporation) or which would disrupt the provision or operation of any telecommunications service or broadcasting service by the Service Provider or other licensees of IDA or of MDA;
- 7.3.2 carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to any SingTel Equipment or SingTel Software without the prior written consent of the Service Provider;
- 7.3.3 without the prior written consent of the Service Provider, use, or permit any Service to be used, in any way to directly or indirectly carry or transmit (or facilitate the carriage or transmission) of any message, data or information which does not belong to or originate from the Customer or any Customer Group Corporation, for the purpose of telecommunications or facilitating telecommunications between persons which are not Customer Group Corporations, for the purpose of (or in conjunction with) the marketing, sale or provision of any telecommunications service or facility to any person or for the purpose of re-selling any Service;
- 7.3.4 allow or permit any person to utilise the Service or any SingTel Equipment or SingTel Software or retain possession of any SingTel Equipment or SingTel Software without the prior written approval of the Service Provider; or
- 7.3.5 use or permit any Service or any telecommunications equipment or broadcasting equipment to be used in any manner or for any activity whatsoever which generates or is likely to generate telecommunications traffic or usage which causes or is likely to cause congestion in or disruption to the provision or operation of any telecommunications service by the Service Provider or other licensees of IDA, without the prior written consent of the Service Provider.
- 7.4 Where the Fees and Charges imposed by the Service Provider on the Customer for the Service are based on any particular use (or use for any particular purpose), the Customer shall not utilise or permit the Service to be utilised for any other use or purpose without first notifying and obtaining the consent of the Service Provider thereto and the Service Provider may impose different Fees and Charges for such other use or purpose. In the event that the Customer fails to notify and obtain the Service Provider's consent to any change in the purpose for which the Service is used, the Service Provider shall be entitled

to retroactively impose the appropriate Fees and Charges for such use after discovering the change and/or terminate the Service.

- 7.5 Any permission or consent by the Service Provider with respect to the use of any Service, SingTel Equipment or SingTel Software by any Customer Group Corporation or any other person shall not in any way relieve the Customer from any obligations under any Customer Agreement and shall not constitute or create any contractual relationship between the Service Provider and such Customer Group Corporation or impose any obligation on the Service Provider to such Customer Group Corporation and the Customer shall at all times assume responsibility and liability to the Service Provider for the conduct or default of any Customer Group Corporation as if such conduct or default constituted the conduct of the Customer.
- 7.6 The Service Provider may at any time change or upgrade any telecommunications equipment or broadcasting equipment, system or network maintained or operated by the Service Provider or any SingTel Equipment or SingTel Software and in such event, the Customer shall change, upgrade, acquire and/or install all such equipment or software that may be necessary, at his expense, in order to continue to enjoy or utilise any Service.
- 7.7 The Customer shall permit the Service Provider to upgrade or replace any SingTel Equipment or SingTel Software at any time and shall, at the request of the Service Provider, promptly return any SingTel Equipment or SingTel Software in exchange for any replacement or upgrade.
- 7.8 Notwithstanding any provision in these General Terms to the contrary, the Service Provider assumes no responsibility or obligation to upgrade or replace any SingTel Equipment or SingTel Software (whether or not consequent to any change or upgrade of any system or network maintained or operated by the Service Provider) to ensure the continuity of any Service.
- 7.9 The Customer shall conduct his own investigations and enquiries to verify the accuracy of any information (including any number) provided by the Service Provider (whether or not as part of any call tracing service) relating to the source from which any call, signal or transmission (whether to any equipment of the Customer or any person) originates and shall not rely solely on such information to lodge any complaint or take any action against any person.
- 7.10 Where the Service Provider extends any Service relating to Unlisted Service Numbers, such Service shall only comprise the non-publication of the Unlisted Service Number in the Singapore Phone Book and the non-disclosure of the Unlisted Service Number in any telephone number enquiry service provided by the Service Provider and does not exclude the Unlisted Service Number from being displayed on or recorded in any equipment to or through which any call or transmission is made originating from the telecommunications line to which Unlisted Service Number relates.
- 7.11 The Service Provider does not represent, warrant, guarantee or assume any responsibility for the quality of any Service or of the signals or data transmitted as part of any Service (including but not limited to telephone, facsimile and television transmissions) and shall not be liable for any loss or damage which may be caused by the loss or mutilation of any signals or data at any stage of the transmission, whether in progress or completed.
- 7.12 Where the Customer purchases any equipment from the Service Provider, the Service Provider shall transfer to the Customer such manufacturer's warranties as may be capable of transfer to the Customer. The Customer acknowledges and agrees that this Clause constitutes the Customer's sole and exclusive remedy and the Service Provider's sole and exclusive liability in respect of any defects, faults or failure in or of such equipment. All implied or statutory warranties and all other warranties implied by law as to merchantability, quality or fitness for a particular purpose, or otherwise arising from course of dealing or usage of trade or any other express or implied warranties or representations are excluded. In particular, the Service Provider does not warrant that any such equipment is fault-tolerant or is designed, manufactured or intended for use for medical or any other purposes for which the failure of the Product could lead to death or personal injury.

8. Suspension and Termination

- 8.1 The Service Provider may suspend (indefinitely or for such period as the Service Provider may consider appropriate) or terminate any Service (including where the Service Provider is discontinuing or discontinues such Service) at any time by giving not less than three (3) days' written notice thereof to the Customer and stating its reason(s) for the suspension or termination of the Services and, in circumstances which the Service Provider deems appropriate, the means by which the Customer can avoid such suspension or termination Provided that nothing herein shall prejudice or affect any right of the Service Provider to suspend or terminate any Service conferred by the Specific Terms.
- 8.2 The Service Provider may, where a Customer is, in the opinion of the Service Provider, a repeat infringer (as such term is used in the NSP Regulations), suspend (indefinitely or for such a period as the Service Provider may consider appropriate) or, in circumstances which the Service Provider in its opinion deems to be appropriate, terminate (including terminate after suspending) any or all Services at any time by giving not less than three (3) days' written notice thereof to the Customer.
- 8.3 Customer may terminate the Service by giving the Service Provider written notice thereof before such period preceding such termination as may be prescribed by the Service Provider for this purpose.
- 8.4 The Service Provider may suspend (indefinitely or for such period as the Service Provider may consider appropriate) or terminate (including terminate after suspending) any or all Services at any time after the occurrence of any of the following events, without giving any prior written notice thereof to the Customer:
- 8.4.1 any failure, interruption, disruption or congestion of or in any telecommunications network, system or services (whether of the Service Provider or any other person);
- 8.4.2 if, in the opinion of the Service Provider:
- (i) the Customer, Customer Group Corporation or any other person has used, attempted to use or is likely to use any Service or SingTel Equipment subscribed by the Customer (whether with or without the authorisation and/or permission of the Customer) in contravention of any Law (subject to any requirements of the Code) or any Customer Agreement or in any manner or in connection with or for the purposes of any activities which would or may cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person (including any SingTel Group Corporation) or which would disrupt the provision or operation of any telecommunications service or broadcasting service by the Service Provider or other licensees of IDA or of MDA; or
 - (ii) the Customer has breached any material obligation in any agreement with the Service Provider or any SingTel Group Corporation;
- 8.4.3 any gift or consideration of any kind was offered or given to any officer, employee, agent or contractor of the Service Provider or any SingTel Group Corporation as an inducement or reward in connection with the provision of any Service or SingTel Equipment;
- 8.4.4 any resolution is passed by the shareholders of the Customer or any proceeding is commenced before any court of competent jurisdiction for the bankruptcy, judicial management, winding-up, liquidation of the Customer or the appointment of any receiver over any of the assets of the Customer or the Customer suspends payment of its debts or makes any proposal or offer of arrangement or composition to all or any class of its creditors with respect to its debts;
- 8.4.5 any action is taken by any creditor of the Customer to recover, realise or enforce any security over any assets of the Customer or to enforce any judgment against the Customer;
- 8.4.6 the Customer causes or is likely to cause any failure, interruption, disruption or congestion of or in any telecommunications network, system or services (whether of the Service Provider or any other person);

- 8.4.7 the the opinion of the Service Provider, the Customer has perpetrated a fraud on the Service Provider or any SingTel Group Corporation or has conducted itself in a manner which may result in perpetrating (or which, in the opinion of the Service Provider, constitutes and attempt to perpetrate) a fraud on the Service Provider or any SingTel Group Corporation;
- 8.4.8 the death or mental incapacity of the Customer; or
- 8.4.9 if in the opinion of any relevant regulatory authority or law enforcement body, it is not in the public interest to continue providing Services to the Customer for any reason whatsoever.
- 8.5 The suspension or termination of any Service shall be without prejudice to: (i) any other right which the Service Provider may have suspend or terminate any Service (whether under this Agreement or otherwise); and (ii) the rights of the Service Provider or the obligations of the Customer under any Customer Agreement or any indemnity given by the Customer to the Service Provider thereunder.
- 8.6 In the event that any Service is terminated:
- 8.6.1 all sums due or accruing due or payable to the Service Provider with respect to that Service and/or the use of any SingTel Equipment up to the date of termination and all sums due or payable to the Service Provider on any and all Accounts shall upon termination become immediately due and payable to the Service Provider;
- 8.6.2 the Customer shall immediately return to the Service Provider all SingTel Equipment used in relation to that Service in good working condition, fair wear and tear only excepted; and/or
- 8.6.3 the Service Provider shall be entitled to charge the Customer the cost incurred by the Service Provider in repossessing or acquiring a replacement of any SingTel Equipment which the Customer has failed to return to the Service Provider and/or of acquiring a replacement of any SingTel Equipment which is returned to the Service Provider in a damaged or defective condition.
- 8.7 Where any Service has been suspended (whether or not at the Customer's request), the Customer shall continue to pay those Fees and Charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is reconnected or reinstated, in respect of all reconnection or reinstatement charges of the Service Provider.
- 8.8 Where any Service in respect of which the Customer is under an obligation to subscribe or use for any stipulated or minimum period is terminated (whether by the Service Provider or the Customer) before the expiry of that period, the Customer shall:
- 8.8.1 pay the amount prescribed by the Service Provider for termination or cancellation of the Service before the end of that period; and
- 8.8.2 in the absence of any such amount being prescribed, the Customer shall notwithstanding the termination of the Service pay those Fees and Charges in respect of that Service which are calculated or imposed with reference to any time frame or interval for the remainder of that period and the aggregate of all such Fees and Charges shall become immediately due and payable on termination, in the absence of any Specific Terms to the contrary.
- 8.9 The Service Provider may, at its absolute discretion and subject to any Customer Agreement relating thereto and any other terms which the Service Provider may impose, reinstate any Service which has been suspended or terminated subject always to the terms of the Customer Agreement thereto.
- 8.10 Where any Service is suspended or terminated, all other Services (whether provided by the Service Provider or any other SingTel Group Corporation) which can only be provided through the Service would also be suspended or terminated, as the case may be, in the absence of any Specific Terms Provided Nevertheless that any other Service provided by the Service Provider or any SingTel Group Corporation

to the Customer shall continue to be available and accessible through any telecommunications service (whether or not of the Service Provider or any SingTel Group Corporation) by which such Service may be accessed or utilised.

- 8.11 Where the Customer provides the Service Provider with any telecommunications service number assigned to the Customer by any telecommunications service provider (other than the Service Provider) for the purpose of enabling the Customer to utilise or enjoy any Service (whether or not it has been previously suspended or terminated), the Customer shall be deemed to have requested for the provision or reinstatement of the Service, as the case may be, subject to the Customer Agreement relating thereto and shall pay the Service Provider the Fees and Charges relating thereto in the event that the Service Provider decides to provide or reinstate the Service, as the case may be.
- 8.12 The rights conferred on the Service Provider to terminate or suspend any Service shall be exercised subject to such restrictions, limitations and prohibitions in the Telco Code and Media Code as are applicable.

9. Service Number and Intellectual Property and other Rights

- 9.1 The Customer shall not acquire any right or interest in:
- 9.1.1 any Service Number notwithstanding the duration for which such Service Number may have been assigned or used by the Customer or any payment which may have been made by the Customer for it;
or
- 9.1.2 any and all SingTel Intellectual Property and all of such property shall remain at all times with the Service Provider, any other SingTel Group Corporation or its licensor, as the case may be.
- 9.2 The Service Provider may at any time terminate the availability of any Service Number or change, re-assign or replace any Service Number without giving any reason therefor.
- 9.3 If the Customer wishes to use the same Service Number in connection with any service to be provided by any person other than the Service Provider, the Customer shall make the appropriate arrangement with such person for that purpose before the Customer terminates the Service in relation to which the Service Number has been assigned to the Customer. The Service Provider shall not be required to consent or permit any Service Number to be used in connection with any service to be provided by any person other than the Service Provider otherwise than in accordance with and subject to the terms and conditions of any agreement between the Service Provider and such person or in accordance with any applicable directions or procedures issued by the IDA.
- 9.4 The Customer shall not:
- 9.4.1 use any SingTel Intellectual Property or permit any person to use any SingTel Intellectual Property; or
- 9.4.2 use or copy or permit any person to use, copy, recompile, reverse engineer or disseminate any SingTel Software,

except in such manner as may be prescribed or permitted in writing by the Service Provider or any other SingTel Group Corporation and subject to such terms and conditions as the Service Provider or such other SingTel Group Corporation may impose and in any case only for the purpose of enabling the Customer to utilise the Service.

- 9.5 The Customer acknowledges and agrees that the Service Provider does not warrant the nature or content of any materials which the Customer may gain access to, obtain or use as a result of or by means of or in the course of utilising any Service. In particular, the Service Provider does not warrant that such materials will not infringe any person's rights (including intellectual property rights) or contain any viruses, worms, Trojan horses or other malicious code.

10. Customer's Indemnity and Liability

- 10.1 The Customer shall fully indemnify and hold harmless the Service Provider at all times against all actions, claims, proceedings, costs (including legal costs incurred by the Service Provider in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against the Service Provider by any person and/or which the Service Provider may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:
- 10.1.1 the use or operation by the Customer or any person in any way (whether with or without the authorisation and/or permission of the Customer) of any Service subscribed by or provided to the Customer, SingTel Equipment or SingTel Software;
 - 10.1.2 any damage to any equipment operated or used, or any disruption or interference with the provision or operation of any telecommunications service, by any SingTel Group Corporation arising from the installation and/or use of any equipment by the Customer or any other person (whether with or without the authorisation and/or permission of the Customer);
 - 10.1.3 any picture, material or statements howsoever published or circulated by the Customer or any person in the course of the use of any Service subscribed by or provided to the Customer, SingTel Equipment or SingTel Software by the Customer or any such person;
 - 10.1.4 any loss of or damage to or any modification or alteration of any SingTel Equipment or SingTel Software, howsoever caused or occurring at any time after the same shall have been delivered or provided by the Service Provider to the Customer or any person designated by the Customer and before the same is returned to the Service Provider; and/or
 - 10.1.5 the enforcement by the Service Provider of any rights against the Customer under any Customer Agreement and/or any proceedings commenced by the Service Provider for such purpose.
- 10.2 Where any Service subscribed by the Customer is used (whether by any Customer Group Corporation or any other person) in any way for the purpose of or in conjunction with the marketing, sale or provision of any telecommunications or broadcasting service or facility to any person or for the purpose of re-selling any Service in breach of any of the provisions of any Customer Agreement or the Law:
- 10.2.1 the Service Provider shall be deemed to have been deprived of all the business and revenue generated from the sale or provision of any such telecommunications or broadcasting service or facility by or in conjunction with the use of the Service and the re-sale of the Service, if any, by the Customer or Customer Group Corporation or any such other person as a consequence;
 - 10.2.2 the Service Provider shall in addition to all its other rights and remedies arising therefrom be entitled to recover from the Customer an amount representing the total amount of all such business and revenue;
 - 10.2.3 the Customer shall at the request of the Service Provider provide the Service Provider with all information and documents relating to all such sales, business and revenue and procure that the Service Provider and the consultants and advisers engaged by the Service Provider be given access to and be allowed to inspect all the books and records of each and all the Customer Group Corporations to determine the value or amount of such business and revenue; and
 - 10.2.4 the Service Provider may, if it so decides, elect to apply its rates and charges for the Service or facilities used or sold in contravention of any of the provisions of any Customer Agreement in determining the amount recoverable by the Service Provider under this Clause 10.2.

11. Exclusion and Limitation of Liability of the Service Provider

11.1 Notwithstanding any provision in any Customer Agreement to the contrary:

- 11.1.1 the Service Provider shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any direct or indirect economic or financial loss or damage (including loss of revenue or profits) howsoever caused or arising, including but not limited to any such loss caused or arising from any breach or failure by the Service Provider to perform any of its obligations under any Customer Agreement;
- 11.1.2 the Service Provider shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss, damage or liability incurred or sustained by the Customer caused by or as a result of:
- (i) any failure, delay, interruption to or disruption of any Service in the transmission or reception of any data through any Service, howsoever caused or arising;
 - (ii) any defect, deficiency, breakdown or failure of any SingTel Software, or the incompatibility or unsuitability of any SingTel Software in relation to or in conjunction with any other system or equipment, (whether used or operated by the Customer or any other person);
 - (iii) any defect or deficiency in or the breakdown or failure of any equipment or system (whether or not maintained or operated by the Service Provider or any other person) howsoever arising;
 - (iv) any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of any Service;
 - (v) any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by the Customer or otherwise) transmitted to or stored in any system or equipment (whether or not maintained or operated by the Service Provider, the Customer or any other person), howsoever caused or arising;
 - (vi) any event the occurrence of which the Service Provider is unable to control or avoid by the use of reasonable diligence, including but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any Law, acts of war or terrorism (whether real or perceived), the defaults, omissions or actions of any IDA licensee, inclement or extreme weather conditions and acts of God;
 - (vii) the disclosure and/or publication by the Service Provider or any SingTel Group Corporation of any information or data relating to the Customer, any Service Number (including any Unlisted Service Number) or any Account, howsoever caused or arising;
 - (viii) the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data relating to the Customer or any Account or transmitted through the use of any Service subscribed by or provided to the Customer and/or relating to the use of any such Service whether by the Customer or any person and/or provided by the Customer to the Service Provider; and/or
 - (ix) any error, omission or inaccuracy in any information provided by the Service Provider whether to the Customer or any person and whether in any publication or as part of or in connection with any Service (including any call tracing service) or SingTel Equipment or otherwise; and

- 11.1.3 subject always to the exemptions and exclusions set out in paragraphs 11.1.1 and 11.1.2 above, the Service Provider's liability to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from any breach, failure or default of the Service Provider to perform any of its obligations or duties to the Customer (whether arising under any Customer Agreement or at Law) with respect to any Service shall not in aggregate exceed the amount equal to only those Fees and Charges in respect of the Service which are prescribed and imposed with reference to any time frame or interval (but not usage) for the period of three months immediately preceding such breach, failure or default on the part of the Service Provider or, if the amount of those Fees and Charges for such period is zero, the amount equal to the total amount of the Fees and Charges paid by the Customer to the Service Provider for the same period Provided Nevertheless that nothing in this paragraph 11.1.3 shall apply to limit or restrict the amount recoverable from the Service Provider as compensation for any death or personal injury caused by the negligence or breach of duty (statutory, contractual or otherwise) of the Service Provider.

12. Amendment and Variation

- 12.1 The Service Provider may amend, vary or supplement any Customer Agreement (including the General Terms, Specific Terms, any Fees and Charges, the Billing and Payment Terms, the Prescribed Rate and/or any other terms or conditions relating to any Account or Service) by giving 7 days' notice thereof to the Customer and any such amendment, variation or supplement shall take effect as from the date specified in such notice. Any such notice given by the Service Provider in accordance with Clause 18, by publication in English in any newspaper circulating in Singapore, posting on any Internet website of any SingTel Group Corporation or by otherwise making public such notice in any other such manner deemed appropriate by the Service Provider, shall constitute good and sufficient notice thereof to the Customer by the Service Provider and shall be deemed to have been received by the Customer in accordance with Clause or on the date of such publication, posting or the making public of such notice, as applicable. The Service Provider shall before effecting any such amendment, variation or supplement comply with the provisions of the Telco Code and Media Code relating thereto.

13. Waiver

- 13.1 No failure to exercise or enforce, and no delay on the part of the Service Provider in exercising or enforcing its rights under any Customer Agreement shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the right of the Service Provider at any time thereafter to act strictly in accordance with its rights and powers under such Customer Agreement.

14. Confidentiality and Non-Disclosure

- 14.1 The Customer shall not and shall procure that no Customer Group Corporation shall use (other than for the purpose of utilising the Service) or disclose to any person any information relating to the Service Provider or any Service or SingTel Equipment which is acquired from or provided by:

14.1.1 the Service Provider; and/or

14.1.2 any contractor of the Service Provider in connection with or in the course of the provision of any Service,

other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.

15. Right to Disclose Customer Information

- 15.1 Save with the Customer's consent or authority (including consent and authority granted pursuant to Clause 15.2), the Service Provider shall not use Customer Information for any purpose other than the purposes permitted under the Telco Code or the Media Code. The Customer may give its consent or authority to the use by the Service Provider of Customer Information for any purpose(s) requested by the Service Provider by any form of writing or by the acceptance by the Customer of any terms and conditions (including in the Customer Agreement) which refer to such consent or authority.
- 15.2 The Customer hereby affirmatively consents to and authorises the use by the Service Provider in any manner and for any purpose whatsoever or to disclose to any person, any information or data relating to the Customer (including Customer Information), any Service Number (including any Unlisted Service Number) or any Account or any other information and data provided by the Customer to the Service Provider, including for the purposes of the sending of commercial messages to the Customer and/or the Customer Group Corporations by any SingTel Group Corporation. The provisions of this Clause 15.2 shall constitute a consent of the Customer for the purpose of the provisions of the Telco Code, Media Code and the Spam Control Act, unless otherwise notified in writing by the Customer in the procedure as determined by the Service Provider from time to time.

16. Assignment

- 16.1 The Customer shall not assign, transfer or encumber any or all of its rights, interests and obligations under any Customer Agreement with respect to any Service or SingTel Equipment without the prior written consent of the Service Provider.
- 16.2 The Service Provider may assign and transfer any or all of its rights, interests and obligations under any Customer Agreement to any other SingTel Group Corporation. Any such assignment or transfer shall take effect upon service on the Customer of a notice thereof. In the event that the Service Provider assigns and transfers all its rights, interest and obligations under any Customer Agreement:
- 16.2.1 all references to the Service Provider in the General Terms and Specific Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of the Service Provider; and
- 16.2.2 such assignee and transferee shall be entitled to enforce all rights and perform all obligations of the Service Provider and to be paid all sums due or accruing due from the Customer under the Customer Agreement as at the date of such assignment and transfer thereafter.
- 16.3 The provisions of this Clause 16.3 shall constitute a consent of the Customer to any assignment or transfer pursuant to Clause 16.2 for the purpose of the provisions of the Telco Code and Media Code.

17. Applicable Laws, Jurisdiction and Service of Process

- 17.1 The Customer Agreement relating to any Service or SingTel Equipment shall be subject to and construed in accordance with the laws of the Republic of Singapore.
- 17.2 The Customer hereby agrees that all claims and disputes relating to or arising from the Customer Agreement, including any question regarding the existence, validity or termination of the Customer Agreement shall be resolved in the following manner:
- 17.2.1 by referring such dispute to the Small Claims Tribunal, if the dispute falls within the jurisdiction of the Small Claims Tribunal;
- 17.2.2 if the Service Provider and the Customer so agree, by jointly referring such dispute to and finally resolving such dispute by arbitration at the Singapore International Arbitration Centre. Such arbitration shall be conducted in accordance with the Rules of the Singapore International Arbitration Centre

("Rules") for the time being in force, which Rules are deemed to be incorporated by reference into this Clause except as such Rules conflict with the provisions of this Clause, in which event the provisions of this Clause shall prevail. Any arbitration commenced pursuant to this Clause shall be conducted by one arbitrator nominated jointly by the Service Provider and the Customer, or failing such joint nomination, by the Chairman for the time being of the Singapore International Arbitration Centre. The language to be used and all written documents provided in any such arbitration shall be in English. Nothing in this Clause shall preclude the Service Provider from applying for urgent interlocutory relief from any court of competent jurisdiction. The Customer agrees that any arbitration award made pursuant to any arbitration commenced pursuant to this Clause may be enforced by the Service Provider against assets of the Customer wherever those assets are located or may be found, and a judgement upon any such arbitration award may be entered into by any court of competent jurisdiction thereof and for this purpose, the Customer expressly submits to the jurisdiction of any such court; or

17.2.3 by referring such dispute to any court of competent jurisdiction and, for this purpose, the Customer hereby submits to the non-exclusive jurisdiction of the Courts of the Republic of Singapore with respect to any and all claims and disputes between the Service Provider and the Customer relating to or arising from the Customer Agreement Provided Always that the Customer shall not without the written consent of the Service Provider commence or prosecute any action or proceeding in any jurisdiction outside the Republic of Singapore with respect to any such claim or dispute.

17.3 Without prejudice to the Service Provider's right to serve process in any other manner permitted by law, the Service Provider may effect service on the Customer of any writ, summons or other process or documents by leaving it at or sending it by ordinary post to the Customer's last known address (whether to a post office box or to a place of residence or business or otherwise). Such process shall be deemed validly served on the Customer:

17.3.1 in the case of service by leaving, immediately; and

17.3.2 in the case of service by post,

(i) to any address in Singapore, two (2) days after it was posted by the Service Provider; or

(ii) to any address outside Singapore, fourteen (14) days after it was posted by the Service Provider,

and the Customer agrees that the Customer shall be deemed to have adequate and sufficient notice of such process.

18. Notices and Correspondence

18.1 All notices and communications by the Service Provider (excluding Bills in relation to which Clause 4 shall apply) to the Customer may be sent or despatched to the Customer by delivery, post, e-mail or facsimile transmission or any other means deemed appropriate by the Service Provider to the e-mail or other address or facsimile number of the Customer appearing in any record of the Customer maintained by the Service Provider or from which any communication by the Customer to the Service Provider was despatched or issued or otherwise last known to the Service Provider. Any such notice, demand or communication addressed and so despatched to the Customer shall be deemed to have been received by the Customer:

18.1.1 in the case of despatch by e-mail or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by the Service Provider;

18.1.2 in the case of despatch by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address; and

- 18.1.3 in the case of despatch by post:
- (i) to any address in Singapore, on the next day after it was posted by the Service Provider; or
 - (ii) to any address outside Singapore, on the seventh (7th) day after it was posted by the Service Provider.
- 18.2 All notices and requests from the Customer to the Service Provider shall be in writing unless the Service Provider specifies to the Customer otherwise. The Service Provider shall be entitled to regard as ineffective and invalid any notice or request of the Customer the receipt of which by the Service Provider has not been confirmed by the Service Provider to the Customer.
- 19. Severability**
- 19.1 Any part of any Customer Agreement that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of the Customer Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 20. Third Party Rights**
- 20.1 Save for the SingTel Group Corporations, no person who is not a party to a Customer Agreement has any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such Customer Agreement.

General Terms (Effective 21 April 2010)

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