

## **APP, WEBSITE TERMS & CONDITIONS, PRIVACY POLICY**

These terms & conditions, as well as all other operating rules, policies and procedures that may be published from time to time in the App and/or on our website, governs the use of the App and/or our website ("**Terms & Conditions**").

By accessing or using the App and/or our website and/or carrying out any online transactions or activities on our website, you agree to abide by these Terms & Conditions. If you do not accept any or all of these Terms & Conditions, you must immediately stop accessing the App and/or our website and its content and/or carrying out any online transactions or activities on our the App and/or website.

### **APP and our website**

#### **1. About the App and our website**

1.1 We are the owner and proprietor of our website and App.

1.2 We grant you a restricted, revocable, personal, non-commercial, non-exclusive and non-transferable licence or permission to use our website and App.

1.3 All copyright, trademarks, service marks and other intellectual property rights subsisting in the our website (including but not limited to "eight", "eight" marks and logos), and all documentation and manuals relating to the website, will remain our property or, if applicable, our licensors or the third party supplier. You shall not use or permit anyone to use any of the aforesaid except as may be necessary for your lawful use of our website, Products & Services or as permitted by us. Any unauthorised use is strictly prohibited.

1.4 Unless expressly permitted by us in writing, you must not copy, distribute, publish, perform, modify, download, transmit, transfer, sell, license, reproduce, create derivative works from or based upon, distribute, post, publicly display, frame, link, or in any other way exploit any of the Content, in whole or in part. Any rights not expressly granted to you herein are reserved. Any violation of copyright laws and/or other intellectual property right laws may result in severe civil and criminal penalties.

1.5 These Terms & Conditions shall govern any App and website changes, updates or supplements that may be provided by us from time to time unless they are accompanied by separate terms and conditions, in which case, such terms and conditions will apply in addition to these Terms & Conditions.

#### **2. What you need to use our App and website**

2.1 You are responsible for obtaining and maintaining, at your own costs, all equipment necessary for the access and use of our website (including but not limited to compatible mobile telephone or handheld devices).

2.2 To use our App and/or our website, you will need, where relevant, internet connectivity and appropriate telecommunication links. The terms and conditions of subscription with your respective mobile or internet network provider ("**Connectivity Provider**") will continue to apply when using our website, as the case may be. As a result, you may be charged by your Connectivity Provider for access to network connection services for the duration of the connection while accessing our website or any such third party charges as may arise. You accept responsibility for any such charges that may arise from and/or in connection with your use of our website.

### **3. Using the App and our website**

3.1 In order to use the App and our website, you must provide accurate and complete information to us and inform us immediately of any changes in the particulars of information given to us including but not limited to any changes in address and/or contact particulars. You must also comply with all instructions, notices or directions as may be issued by us from time to time.

3.2 Your use of the App or our website is also subject to our mobile terms & conditions and such other terms & conditions as may be agreed or accepted by you ("**Other Terms & Conditions**"). If there is any conflict or inconsistency between these Terms & Conditions and the Other Terms & Conditions, such conflict or inconsistency will be resolved in our favour. However, if such conflict or inconsistency cannot be so resolved, the Other Terms & Conditions will prevail over these Terms & Conditions.

3.3 By submitting any text or images, including but not limited to photographs and videos, ("**Material**") via our website, you acknowledge and agree that we shall own and have unrestricted right to use, publish and otherwise exploit any and all Material you post, communicate or otherwise publish on the App and/or our website in any manner.

3.4 **Restrictions:** You shall not:-

3.4.1 use, download, sync or copy the App and our website other than as permitted by these Terms & Conditions;

3.4.2 rent, lease, lend, sell, redistribute, sublicense or otherwise transfer or transmit our App and/or website to any third party;

3.4.3 copy, reproduce, translate, adapt, vary, modify, reverse engineer, disassemble, attempt to derive the source code of or create derivative works of the App and/or our

website or any part of our website except only to the extent that the applicable law provides that such cannot be prohibited;

3.4.4 use the App and/or our website for any unlawful purpose or any other purpose not authorised by these Terms & Conditions; and/or

3.4.5 remove, add, change or otherwise tamper with any copyright notice, legend or logo appearing in the App and/or our website or the medium where it is stored.

3.5 **Undertakings:** You undertake not to use or permit anyone else to use the App and/or our website:-

3.5.1 to send or receive any material which is not civil or tasteful;

3.5.2 to send or receive any material which is threatening, offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third party rights;

3.5.3 to send or receive any material for which you have not obtained all necessary licences and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;

3.5.4 to send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);

3.5.5 to cause annoyance, inconvenience or anxiety;

3.5.6 to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;

3.5.7 for a purpose other than which we have designed them or intended them to be used;

3.5.8 for any fraudulent, improper, illegal or unlawful purpose;

3.5.9 other than in conformance with accepted Internet practices;

3.5.10 in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity; and/or

3.5.11 in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure.

3.6 **Further Undertakings:** Without limitation, you further undertake not to or permit anyone else to:-

3.6.1 furnish false data including false names, addresses and contact details and fraudulently use credit/debit card numbers;

3.6.2 attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorised to access, or probe the security of other networks (such as running a port scan);

3.6.3 execute any form of network monitoring which will intercept data not intended for you;

3.6.4 enter into fraudulent interactions or transactions with us;

3.6.5 extract data from or hack into the App and/or our website;

3.6.6 use the App and/or our website in any way that is in breach of these Terms & Conditions;

3.6.7 engage in any unlawful activity in connection with the use of the App and/or our website; and/or

3.6.8 engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other User from properly using or enjoying the App and/or our website.

#### 4. **Security**

4.1 **Information transmitted through our website:** We take reasonable measures to protect the security of your account and information transmitted to, from or through the App and/or our website. However, please note that no method of transmission over the internet is 100% secure, while we strive to use commercially acceptable means to protect your information, we cannot guarantee it's absolute security.

4.2 **Security of your account:** The security of your login identification and/or account information is your own responsibility. You are solely responsible for all activities and transactions which occur under your login identification and/or account. We will not be responsible in any way if your login identification and/or account information are misappropriated or used by a third party.

4.3 **Secure passwords:** You shall use secure passwords to protect any network, account or device used to access our website. You shall take all measures (including

but not limited to changing your password from time to time) to enhance the security of your passwords. Use of passwords deemed by us, in our sole discretion, to be insecure shall be a violation of these Terms & Conditions.

**4.4 Login identification:** We reserve the right to refuse, change or remove your login identification in our absolute discretion. We will notify you of such refusal or removal and you shall take all steps necessary to comply with our notice.

**4.5 Suspected unauthorized use:** If you discover or suspect that there has been any unauthorised use or disclosure of your login identification or that your account security has been compromised, you must immediately inform us and change your password.

**4.6 Account records and activities:** You are solely responsible for maintaining records of all your activities and transactions carried out under your login identification and/or account. We are not obliged to provide any historical data and/or to assist in providing such data to you. Without prejudice to the foregoing, in the absence of fraud or manifest error, all our records relating to your account are conclusive evidence of the accuracy, completeness and truth of all matters stated therein. Our decision on all matters relating to the activities and transactions carried out under your login identification and/or account shall be final and conclusive.

**4.7 Suspension and/or termination:** We may, in our absolute discretion, suspend or terminate access to and/or use of your account or all or parts of or our website at any time and without notice or liability. In no event will we be liable for the suspension or termination of access to or use of your account or any of our website. We may also impose limits on the access to and/or use of certain features or portions of your account or our website at any time and without notice or liability.

**4.8 Information transmission:** For the avoidance of doubt, we shall not be responsible for the security of any information transmitted to, from or through our website.

## **5. What we may need to do**

**5.1** We may, at our sole discretion and without notice to you, restrict, suspend or terminate your right to use the App and/or our website and also any of the Products & Services and Content which you may access through the App and/or our website without assigning any reason.

**5.3** We may add, delete or disable Products & Services and/or Content on the App and/or our website and/or add, delete, disable or modify some or all of the App and/or our website, the Content therein at any time, without notice and at our absolute discretion. You acknowledge and agree that we may suspend or terminate access to and/or use of all or parts of the App and/or our website and/or the Content

therein at any time, without notice and at our absolute discretion. In no event will we be liable for the suspension or termination of access to any Product & Services and/or Content or any functionality of our website. We may also impose limits on the access to and/or use of certain features or portions of our website and/or any Content at any time, without notice and at our absolute discretion.

5.4 We may, at any time and without any notice, temporarily suspend the App and/or our website (or any Content therein) for operational reasons such as repair, maintenance, upgrade or improvement of our website (or the affected Content) or because of an emergency. We may also modify the App and/or our website (or any Content) in order to keep pace with the prevailing demands and technological developments, at any time, without notice, without liability and at our absolute discretion.

## **6. Products & Services available on the App and/or our website**

6.1 The App and our website may enable you to access, use or acquire third party products, services and/or content, which we will not be responsible for. We do not endorse or guarantee such third party products, services and/or content's accuracy, reliability, integrity, legality or quality. You access, use and/or acquire such third party products, services and/or content at your own risk.

6.2 We do not warrant that descriptions and pricing of Products & Services offered via the App and our website are accurate, complete, reliable, current, or error-free.

6.3 The descriptions, pricing and availability of Products & Services will be subject to change, withdrawal or discontinuance at our absolute discretion, without notice and without the need to assign a reason thereof. We will not be liable in any way for any inaccuracy, errors or discrepancies in relation to any Products & Services offered on the App and our website. We reserve the right to reject or cancel any orders resulting from such inaccuracy, errors or discrepancies, without liability.

## **7. Payment**

7.1 You are liable for all charges and payments for all Products & Services and Content procured or obtained through the App and/or our website and our offline channels

7.2 If the App and/or our website allows you to (i) send SMS messages, (ii) use text messaging or (iii) use data, mobile or otherwise, and carrier or usage charges arise from and/or in connection with such use, you shall be responsible for all such charges.

## **8. Use of cookies on our website**

8.1 We use cookies [\[1\]](#) on our website for the following purposes:-

8.1.1 Strictly essential cookies – these cookies are necessary for our website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. We also deploy cookies to authenticate you when you perform online transactions with us.

8.1.2 Performance cookies – these cookies allow us to count visits and traffic sources, so we can measure and improve the performance of our website. They help us know which pages are the most and least popular and see how visitors move around the website. All information these cookies collect is aggregated and therefore anonymous.

8.1.3 Functional cookies – These cookies allow the provision of enhanced functionality and personalization, such as videos and live chats. They may be set by us to enable you to share certain content that you may be interested in.

8.1.4 Targeting cookies – These cookies are set through our website by our analytics software. They may be used to build a profile of your interests and show you relevant ads on our website and other sites. They work by uniquely identifying your browser and device. Please do adjust your browser settings if you do not wish to be tracked.

8.2 Most internet browsers provide you the option of turning off the processing of cookies (please see the "**help**" section of your browser), but this may result in the loss of functionality, restrict your use of our website and/or delay or affect the way in which our website operate.

8.3 Advertisements on our website may be provided by third party advertisers and their agencies. These may generate cookies to track how many people have seen a particular advertisement (or use the services of third parties to view a particular advertisement), and to track how many people have seen it more than once. We do not control these third parties and their cookie policies.

8.4 We are not responsible for the Personal Data policies (including Personal Data protection and cookies), content or security of any third party websites linked to our website.

## **9. Others**

9.1 From time to time, we may run competitions, promotions and surveys via the App and/or our website, subject to additional terms and conditions. You agree to comply with any of these additional terms and conditions, including any additional third party terms and conditions, applicable to such competitions, promotions and surveys.



## PRIVACY POLICY

1. Your use of the App and/or our website may require access to other networks not owned or operated by us, including the internet and third party cellular networks. You acknowledge that your access to the App and our website shall be subject to the availability and quality of such third party networks and any applicable terms and conditions imposed by such third parties in relation to their networks.

2. This section is limited to information collected via our website and/or your use of the Products & Services. The App, our website and its Content may contain links to other third party sites. We are not responsible for privacy policies of third party sites and we encourage you to read the privacy statements of such third party sites which may collect your Personal Data prior to entering such third party sites.

3. **Personal Data:** Personal Data that we may collect from you include (depending on the nature of your interaction with us), amongst others, your name, NRIC, passport or other identification number or information, biometrics, telephone number(s), mailing address, email address, credit history, geographical location, network data, computer network, device identifiers or user information and any other information relating to any individual which you have provided us in any form submitted to us, or via other forms of interaction with you.

4. **Consent:** You confirm that you have read and agree with this Clause. By interacting with us, submitting information to us, or signing up for any Products & Services offered by us, using our website, you agree and consent to us as well as our respective representatives and/or agents collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to our authorised service providers and relevant third parties in the manner set forth in these Terms & Conditions.

4. **Collection:** Generally, we collect Personal Data in the following ways:-

4.1 when you submit an application form or other forms relating to any of the Products & Services through our website;

4.2 when you interact with customer service support, for example, via chatbot (including live agents), email, social media (including but not limited to WhatsApp and Facebook Messenger) and/or such other medium of interaction as may be changed by us from time to time, at our absolute determination without notice;

4.3 when you use some of our Products & Services, for example, websites and apps including establishing any online accounts with us;

4.4 when you purchase or obtain third party services through us;



4.5 when you request that we contact you, be included in an email or other mailing list;

4.6 when you respond to our promotions, initiatives or to any request for additional Personal Data;

4.7 when you are contacted by, and respond to, our marketing representatives and customer service officers;

4.8 when we seek information from third parties about you in connection with the Products & Services you have applied for;

4.9 when you authorize us to seek information from third parties including but not limited to governmental agencies and regulatory authorities about you in connection with the Products & Services; and/or

4.10 when you submit your Personal Data to us for any other reasons, including when you sign up for a free trial of any of the Products & Services or when you express your interest in any of the Products & Services.

**4A. Disclosure and Transfer of Personal Data:** We may share your Personal Data for the purposes listed in Clause 8 below. Although we will do our best to protect your Personal Data, we cannot guarantee the security of your Personal Data transmitted to our websites, online services or apps; any transmission is at your own risk. Additionally, we cannot assume responsibility for any unauthorised use of your Personal Data by third parties which are wholly attributable to factors beyond our control. If such disclosure involves transfer of your Personal Data outside Singapore, a standard of protection that is comparable to that under these Terms & Conditions shall be provided.

5. If you provide us with any Personal Data relating to a third party (e.g. information of your spouse, children, parents, and/or employees), by submitting such information to us, you represent to us that you have obtained the consent of the third party to provide us with their Personal Data for the respective purposes set out in these Terms & Conditions.

6. You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with the Products & Services you have requested.

7. We may also deploy cookies or other technology to enable the our website to recognize your browsing patterns to improve your customer experience with us. We use cookies to remember your information, to link your activities to you. More information on cookies is set out in Clause 8 of our earlier section.

## **8 . Purposes for the collection, use and disclosure of your personal data**

*This Clause describes the purposes for which we collect, use and disclose your Personal Data.*

8.1 Generally, we collect, use and disclose your Personal Data for the following purposes:-

8.1.1 to respond to your queries and requests;

8.1.2 to manage our administrative and business operations and complying with internal policies and procedures;

8.1.3 to facilitate business asset transactions (which may extend to any mergers, acquisitions or asset sales) involving any of the companies within our group;

8.1.4 to match any Personal Data held which relates to you for any of the purposes listed in these Terms & Conditions;

8.1.5 to resolve complaints and handle requests and enquiries;

8.1.6 to prevent, detect and investigate crime and analyse and manage any commercial risks;

8.1.7 to provide media announcements and responses;

8.1.8 to monitor or record phone calls and customer-facing interactions for quality assurance, employee training, performance evaluation and identity verification purposes;

8.1.9 for legal purposes (including but not limited to obtaining legal advice and dispute resolution);

8.1.10 to conduct investigations relating to disputes, billing, suspected illegal activities or fraud;

8.1.11 to meet or comply with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on us (including but not limited to responding to regulatory complaints, disclosing to regulatory bodies and conducting audit checks, due diligence and investigations);

8.1.12 any other purpose which we may notify you at the time of obtaining your consent;

8.1.13 opening or continuation of accounts and establishing or providing you with the Products & Services you subscribe to (including but not limited to service activation, service operations, service delivery and order processing);

8.1.14 facilitating the continuation or termination of your subscription to the Products & Services (including but not limited to administering subscription arrangements, account maintenance, account closure, processing renewal of contracts and customer relationship management);

8.1.15 facilitating the daily operation of the Products & Services (including but not limited to billing, customer service, customer verification, technical support, network maintenance and troubleshooting);

8.1.16 facilitating third party services if purchased, obtained, administered or processed through us;

8.1.17 managing and executing our service-level agreements or customer service warranties, with you if any;

8.1.18 processing of payment instructions, GIRO, direct debit facilities and/or credit facilities requested by you;

8.1.19 enforcement of repayment obligations (including but not limited to debt collection, filing of claims and retrieval of payments from losses made by our service partners);

8.1.20 administering and processing any insurance claims and payments arising under the respective policies;

8.1.21 credit and internal risk management (including but not limited to performing credit checks and disclosures to law enforcement agencies);

8.1.22 generating internal reports (including but not limited to annual, operational and management reports);

8.1.23 processing referral payments and commission fees to our external partners;

8.1.24 administering fee adjustments, refunds and waivers;

8.1.25 notifying you of your entitlements under any applicable loyalty, reward or benefit programmes with us; and/or

8.1.26 analysing your use of the Products & Services so as to help us improve, review, develop and efficiently manage the Products & Services offered to you.

### **Additional Purposes**

8.2 Furthermore, where permitted under the Act:-

8.2.1 We may also collect, use and disclose your Personal Data for the following additional purposes:-

8.2.1.1 analytics and tracking, including facilitating the sale of analytical data;

8.2.1.2 conducting market research and surveys to enable us to understand and determine customer location, preferences and demographics to develop special offers and marketing programmes in relation to the Product and Services, and to improve our service delivery and your customer experience at our touchpoints;

8.2.1.3 providing additional Products & Services and benefits to you, including promotions and offers from us;

8.2.1.4 matching Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the provision, marketing or offering of the Products & Services;

8.2.1.5 generating leads and managing marketing activities for the Products & Services;

8.2.1.6 administering lucky draws, contests, competitions and marketing campaigns, and personalising your experience at our touchpoints;

8.2.1.7 communicating to you advertisements involving details of the Products & Services, special offers and rewards, either to our customers generally, or which we have identified to be of interest to you (including but not limited to upselling, cross selling and telemarketing);

8.2.1.8 organising promotional events and corporate social responsibility projects; and/or

8.2.1.9 purposes which are reasonably related to any of the above purposes in this Clause 8.2.1 or for any other purpose which we may notify you at the time of obtaining your consent.

8.3 In addition, where permitted under the Act and subject to the provisions of any applicable law, your Personal Data may be disclosed for the Additional Purposes to vendors or other third party service providers in connection with promotions and services offered by us.

**8. Protecting your data:** We are committed to protecting your Personal Data, and we will ensure that reasonable security arrangements are in place to prevent unauthorised access, collection, use, disclosure, copying modification or disposal of your Personal Data.

**9. Data Retention:** We may retain your personal data while providing our Products and Services and as long as retention is necessary for legal or business purposes.

#### **10 . Withdrawal of consent, access and correction of your personal data**

*This Clause describes how you can withdraw your consent or obtain access and make corrections to the Personal Data that you have provided us.*

10.1 If you would like to withdraw your consent to any use of your Personal Data as set out in this Data Protection Policy, you can choose to modify your marketing preference by emailing us at [dnc@eight.com.sg](mailto:dnc@eight.com.sg)

10.2 Please be aware that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to 30 days for your withdrawal to be reflected in our systems. In the meantime, you may still receive marketing or promotional materials/communication from us. Please note that even if you withdraw your consent for the receipt of marketing or promotional materials, we may still contact you for other purposes in relation to the Products & Services that you hold or have subscribed to with us.

10.3 You may request to delete your personal data from our database by emailing us at [dnc@eight.com.sg](mailto:dnc@eight.com.sg)

10.4 If you would like to obtain access and make corrections to your Personal Data records, please contact us email us at [dpo@eight.com.sg](mailto:dpo@eight.com.sg)

#### **Data Protection Officer**

[dpo@eight.com.sg](mailto:dpo@eight.com.sg)

9.5 Please note that if your Personal Data has been provided to us by a third party (e.g. a referrer), you should contact that organisation or individual to make such queries, complaints, and access and correction requests to us on your behalf.

9.6 If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, we may not be in a position to continue to provide the Products & Services to you or administer any contractual relationship that is already in place, which in turn may result in us having to terminate this Agreement and other agreements that you may have with us, resulting in you being in breach of your contractual obligations or undertakings, and we cannot be held responsible to you or anyone else for the termination. All our rights and remedies in such event are expressly reserved.

## OTHER LEGAL MATTERS

*This section sets out both our legal rights and obligations and applies in addition to the above sections.*

### 1. Indemnity

You agree to indemnify us, our Affiliates and their directors, officers, employees, agents, contractors as well as our service providers and any other third party providers of Products & Services and/or Content via our website (collectively, "**Indemnitees**"), in full against all damages, losses, costs, charges, expenses, liabilities, claims, demands, proceedings and actions established against us or any Indemnitees and which in any case arises out of, in relation to, or by reason of your use our website, Content and/or Products & Services, your negligence, your breach of these Terms & Conditions, your breach of any statutory requirement, duty or law, and/or your violation of any rights of any other person or entity. This clause shall survive the termination or expiry of these Terms & Conditions for any reason.

### 2. Liability

2.1 Our website, Content, Products & Services are all provided on an "as is" and "as available" basis. You use and rely on them at your sole risk. To the fullest extent allowed by law, we do not give any assurances, guarantees and warranties, either express or implied, in connection with our website, Content and/or Products & Services.

2.2 Specifically, we do not warrant merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. We make no warranties or representations about the accuracy, usefulness, reliability, quality, safety or completeness of our website, Content and/or Products & Services and shall not be liable in contract, tort, negligence, misrepresentation, strict liability, statute or otherwise for (i) any errors, mistakes, or inaccuracies of any Content or Products & Services, (ii) any harm, personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website, Content and/or Products & Services, (iii) any unauthorised access to our website or use of our servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our website, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our website, Content or Products & Services by any third party, or (vi) any errors or omissions in any Content or Products & Services or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via our website, even if the foregoing (listed in paragraphs (i) to (vi)) were caused by our wilful, reckless or negligent act, omission and/or delay.

2.3 We do not warrant, endorse, guarantee, or assume any liability for any Product or Service advertised or offered by a third party through our website or any hyperlinked website or featured in any banner or other advertising, and we will not be a party to or in any way be liable for monitoring any transaction between you and third-party providers of products or services.

2.4 In no event will we be liable for any:-

(i) direct damages, losses, costs or expenses;

(ii) indirect, incidental, special, punitive or consequential damages, losses, costs or expenses;

(iii) lost profits, revenue, business or anticipated savings, loss of data, loss of Content or loss of use,

whether based on warranty, contract, tort, negligence, misrepresentation, strict liability, statute or any other legal theory, and whether or not we (or such other relevant person) is advised of the possibility of such damages, losses, costs or expenses, even if such damages, losses, costs or expenses were caused by or resulting from anything we (or such other relevant person) do or omit to do, delay in doing or even if done, omitted or delayed wilfully, recklessly or negligently, whether or not it is contemplated or authorised by any agreement you may have with us. This limitation of liability will apply to the fullest extent allowed by law.

2.5 Without prejudice to the clauses above, if you are dissatisfied with our website, any Product & Service and/or Content, or any of these Terms & Conditions, your sole and exclusive remedy is to discontinue your access and use of them; otherwise, your continued access and use shall be deemed as your acceptance and agreement to these Terms & Conditions.

2.6 In the event we are unable to rely on the exclusions of liability set out above, then our total liability to you or any third party shall in no event exceed S\$50 for any event or a series of connected events.

### **3. Matters beyond our control**

3.1 We will not be liable for any delay or failure in performance resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of our networks or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.



3.2 Without prejudice to the clause above, we will not be liable for any delay or failure in performance resulting from any delay or failure of any third party to deliver or provide any facilities, infrastructure, equipment, products or services to us.

#### **4. No waiver**

If we do not, or if we delay, the exercise or enforcement of any of our rights under these Terms & Conditions, we will not be considered to have waived our rights, and our right to fully exercise and enforce all our rights under these Terms & Conditions will not be affected.

#### **5. Confidentiality**

You must not use or disclose to any person any information (other than information that is, or has become publicly available) relating to our website, any of the Products & Services or us which you obtain from us or our agents in connection with these Terms & Conditions, except to the extent necessary to comply with law, court order or any regulatory authority.

#### **6. Assignment and transfer**

You agree that this Agreement, and any rights, obligation and licenses granted herein, may not be assigned or transferred by you to any other party, but may be transferred or assigned by us to any other party without restriction and without notice to you.

#### **7. Communications**

7.1 You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications which we provide to you electronically satisfy any legal requirement that such communications be in writing. Further, you waive any rights or requirements under any legal requirement in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records.

7.2 Without prejudice to the above clause, you agree that notices may also be sent to you by post or email as may be determined by us.

#### **8. Changes**

We may make changes to any of these Terms & Conditions, our website, any of the Products & Services and/or Content at any time at our absolute discretion and without notice to you. The updated Terms & Conditions will be posted on our website and will take effect from the date of such posting. You are advised to review our Terms & Conditions periodically as they are binding upon you. Your continued use of our website and/or Products & Services will be deemed as your acceptance and

agreement to our changed Terms & Conditions, our website, Products & Services and Content.

## 9. Applicable laws

These Terms & Conditions are governed by Singapore laws and both you and us agree to irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to these Terms & Conditions.

## 10. Meanings

*This clause sets out how certain words and phrases are used in these Terms & Conditions.*

<b>"Act"</b>	refers to Singapore's Personal Data Protection Act 2012 (No. 26 of 2012) as may be changed from time to time
<b>"Agreement"</b>	means these Terms & Conditions which may be revised by us at any time, without notice and in our absolute discretion and without liability
<b>"Affiliate"</b>	means any related or associate company of StarHub Mobile Pte Ltd including their successors, assigns, employees and agents
<b>"Content"</b>	means any and all human readable audio and/or visual elements, including without limitation, any information, text, graphics, images, illustrations, photographs, animation, audio/visual works, designs, logos and other materials
<b>"Organisation"</b>	has the meaning ascribed to it in the Act
<b>"Personal Data"</b>	has the meaning ascribed to it in the Act
<b>"Processing"</b>	has the meaning ascribed to it in the Act
<b>"Products"</b>	mean any and all goods (including but not limited to telecommunications equipment) sold or supplied via or in connection with our website and includes the SIM card
<b>"Products &amp; Services"</b>	refers to our Products and Services and our Affiliates' and/or third parties' products and/or services
<b>"Services"</b>	any and all services available, accessible and/or provided via our website
<b>"we", "our", "us"</b>	means StarHub Mobile Pte Ltd (Reg No. 200000646C) or any of its Affiliates, including their successors, assigns, employees and agents
<b>"User"</b>	refers to any individual persons who purchases any Product and/or Services sold or supplied via the website

---

[\[1\]](#) A "**cookie**" is a small piece of information that is placed on your computer when you visit certain websites.